

# END-USER LICENSE AGREEMENT

Revised February 25, 2022

This End-User License Agreement (“**Agreement**”) constitutes an agreement between CarX Technologies Limited Liability Company (“**CarX Technologies**”, “**we**”) and you or your legal representative (“**User**”, “**you**”). By providing your consent in the forms in our Games or by continuing to use our Games or Website (as defined below), you accept the terms of this Agreement.

If you disagree with the terms of this Agreement or any future version hereof, you should stop using our Games and Website.

## **Acceptance of this Agreement with respect to minors**

You may only accept the terms of this Agreement when you have reached the age of legal capacity under the applicable law (the laws of the country in which you reside). If you are under the age of legal capacity, please ask your parents or other legal representatives for assistance before using our Games. By continuing to use our Games, you certify that you have either reached the age of legal capacity to accept the terms of this Agreement, or your parent/legal representative has reviewed and agreed to the terms of the Agreement on your behalf.

To the extent permitted by law, CarX Technologies is not responsible for any actions that may be committed by minors without the permission of their parents or legal representatives. Any use of the Games and Website by minors is the responsibility of their parents or legal representatives.

If you, as a parent or other legal representative, learn that your child has accepted the terms of the Agreement without your consent, please contact us (for example, via e-mail at [support@carx-tech.com](mailto:support@carx-tech.com) or other means indicated on the Website).

We encourage you to monitor your children's play sessions and web activity, and to review parental control options that we and/or our partners may provide.

## **Application of the Agreement**

This Agreement applies to all CarX Technologies Games worldwide on all Platforms without limitation, regardless of how the Games are distributed on the Platforms (where the Platform may act as a licensee or agent of CarX Technologies).

If the Platform acts as a licensee of CarX Technologies and independently licenses the Game to end-users, then the terms of this Agreement shall apply to the extent that this is not regulated by the license agreement or similar rules of the Platform.

If the Platform licenses the Game to end-users on behalf of CarX Technologies, the license agreement or similar rules of the Platform apply only to the extent that the services and licenses provided by the Platform are affected.

## **Amendment of the Agreement**

The agreement located by the following address: [https://carx-online.com/uploads/userfiles/EULA\\_CarX\\_ENG.pdf](https://carx-online.com/uploads/userfiles/EULA_CarX_ENG.pdf) is the most current version. Over time, CarX Technologies may unilaterally amend the Agreement, including to comply with the latest changes in the applicable law and jurisprudence. All changes come into force from the moment they are published on this page, unless a different period is indicated in the text of the amendments. CarX Technologies will make every effort to organize additional ways to notify Users of amendments to the Agreement, but we ask you to regularly check for the latest version on the Website yourself.

## Warnings prior to using the Games

- **Inconsistency of the gameplay and its elements with reality warning.** For entertainment purposes, extreme driving scenes may be shown in the Games. Please don't try this in real life.
- **Potentially inappropriate content warning.** Our Games include features for User communication (online chat) and provide the ability for Users to create their own content in the Games (User Content). These messages or content may be viewable by other Users. CarX Technologies cannot perform pre-moderation functions but makes every possible effort to hide or remove content that does not comply with the law and the Agreement.  
Given the sheer volume of posts and downloads, CarX Technologies cannot guarantee that any potentially inappropriate content will be promptly removed or hidden from other Users. By using our Games and accepting the Agreement, you acknowledge and agree that you may encounter content that may be inappropriate or offensive to you.  
In turn, if you encounter inappropriate content in our Games, please notify us by e-mail [support@carx-tech.com](mailto:support@carx-tech.com) or in any other way indicated on the Website.
- **Potential health hazards warning.** The Games may contain dramatically occurring vivid, photosensitive imagery that could potentially cause adverse feelings in a player of any age, regardless of health condition. Negative symptoms may include, for instance, dizziness, impaired or blurred vision, eye or facial nerve twitching, trembling hands or feet, disorientation, confusion or loss of consciousness, and seizures. Stop playing immediately if you experience any of these symptoms. CarX Technologies also asks that you observe standard health and safety precautions, such as taking 10-to-15-minute breaks every hour and staying a reasonable distance from the screen in a well-lit environment.

## ABOUT US

Car X Technologies Limited Liability Company

TIN: 7702408097

Legal address: Russia, 129085, Moscow, st. Godovikova, 9, building 17, room. 4

E-mail: [support@carx-tech.com](mailto:support@carx-tech.com)

## DEFINITIONS

- **Account** is an account created by the User using the Device, which is a set of data about the User necessary for him to use the Game in line with this Agreement, namely: authorization (authentication) of the User in the Game, access to information about the User, settings, In-Game Objects, statistical indicators and other similar information. The Account is intended for storing the User's personal data and for managing the options available in the Game.
- **CarX ID** is a functionality of the Game that allows registration of the User's Account and its further authorization without linking to the Device by entering the User's e-mail address and password. Thus, the CarX ID function provides the User with the opportunity to authorize, as well as access settings, information about the game process from another Device or, in case of reinstalling the Game, save the above-mentioned data.
- **Device** is a device from which you use our Games and/or Website. Devices include mobile devices, tablets, personal computers, consoles, etc.

- **DLC** is additional digital content that the User can purchase in addition to the Game.
- **Game** is a game developed and published by CarX Technologies, regardless of the Platform on which it is distributed or the Devices for which it is developed.
- **In-Game Objects** are virtual objects in the Game, including in-game currency (cash), skins, drift boxes, fuel, body kits for customization, liveries, tracks, etc.
- **Licensed Content** is digital content created by third parties for which CarX Technologies possess licensee rights to use in the Games (includes but is not limited to tracks, music, trademarks).
- **Platform** is an online store through which the Game is provided to the User. The Platforms include, in particular:
  - o Stores for mobile versions of the Game: Google Play, App Store, and Huawei App Gallery;
  - o Store for PC versions of the Game: Steam;
  - o Stores for console versions of the Game: PlayStation Store, Nintendo eShop, Xbox Games Store.

This list is not complete and can be changed from time to time.

- **Streaming** is a live video broadcast of the Game, which is held on a video hosting or streaming platform (e.g., YouTube or Twitch).
- **Subscription** is a period of access to the Games or premium sections of the Games, provided subject to periodic payments made by the User.
- **User-Generated Content** is digital content created by the User in connection with the use of the Game within its permitted functionality. It may include: any informational materials, including texts, graphics and other materials related to the Game (such as mods, custom stickers for virtual cars, vinyls, tuning, etc.), as well as chat messages with other Users and Streams.
- **Website** is a website at: <https://carx-online.com>.

## 1. Subject of the Agreement

- 1.1. CarX Technologies and its affiliates and partners own all intellectual property rights to the Game, the Website, as well as to all intellectual property objects included in the Game and the Website, including video and audio materials, computer code, names, objects, characters, slogans, locations, illustrations, graphics, animation, musical compositions, audiovisual effects, text, screen images, trademarks, logos, other related documentation, and other included content.
- 1.2. Upon acceptance of the terms of the Agreement, CarX Technologies grants the User the right to use the Games and the Website in their current version under a non-exclusive worldwide license during the term of the Agreement for personal (non-commercial) purposes.
- 1.3. With respect to the Licensed Content within the Games, CarX Technologies grants a non-exclusive worldwide sub-license during the term of the Agreement in accordance with the terms of the license agreement with the rights holders of the Licensed Content. The terms of the Agreement apply to the Licensed Content to the same extent as our Games.
- 1.4. The scope of the license rights for the Game includes the as follows:
  - Play the Game by downloading it to the Device;
  - Use the Game for entertainment non-commercial (personal) purposes, within which the User is entitled to:
    - o Create and delete an Account, if the functionality of a particular Game provides for this;

- Use the functionality of the Game;
- Purchase and exchange In-game Objects, if the functionality of a particular Game provides for it, and use them;
- Use the Licensed Content;
- Use the functions of online chat and multiplayer;
- Use the function of saving game progress;
- Create User-Generated Content within the Games, if their functionality allows it, subject to the terms of the Agreement;
- Participate in cyber sports events using the Game under the terms provided by this Agreement;
- Organize cyber sports events using the Games, subject to the terms provided by this Agreement;
- Use support services.

CarX Technologies may provide access to the Games or their full functionality subject to certain conditions, such as acceptance of the terms of the Agreement and the Privacy Policy. CarX Technologies also has the right to terminate or restrict access to the Game at any time in accordance with the terms of the Agreement.

1.5. The scope of license rights to the Website includes the following rights:

- Access the Website and use its functionality;
- View and distribute (without modification) the information provided on the Website, if such use of the information is carried out solely for non-commercial purposes and subject to the preservation of all copyrights, related rights, trademark rights and other notices of ownership of intellectual property rights to CarX Technologies;
- Use support services.

CarX Technologies may provide access to the Website or certain features thereof subject to certain conditions, such as agreeing to the use of cookies. CarX Technologies may also terminate or restrict access to the Website at any time in accordance with the terms of the Agreement.

1.6. The rights to use the Game, In-Game Objects or some of its additional features may be granted to the User free of charge or for a fee (both in a fixed version and in the form of periodic payments (Subscription)). To determine which option is available, please refer to the Games page of your chosen Platform. Information about the cost of In-Game Objects or a Subscription for access to additional functionality is contained in the Game itself and its sections.

1.7. A license with respect to the Website is granted free of charge.

1.8. The Games provide functionality for creating User-Generated Content. Such User-Generated Content, subject to sufficient creative and original input on your part, may be subject to copyright under applicable law. By accepting the Agreement, you acknowledge that if you create such User-Generated Content, you grant us a perpetual, non-exclusive license throughout the world in respect of such copyrighted items. Subject to the terms of this license, CarX Technologies will be able to use them either with or without attribution (and by accepting this Agreement, you authorize CarX Technologies to use the User-Generated Content anonymously without attribution). CarX Technologies also has the right to modify, reproduce, distribute, transfer to third parties, publicly display, incl. on the Internet, use in advertising / marketing materials,

process, create derivative works, translate, demonstrate to third parties, prohibit third parties from unauthorized use of such copyrighted items.

## **2. Terms of use of the Games**

- 2.1. In order to provide you with access to the Games, we need to access a limited list of your personal data. Without it, CarX Technologies cannot provide user support, display ads to keep some of our Games and their elements free to you, restore progress in the Games, analyze statistics of our games to improve your user experience, fix bugs in the Games, determine the need for changes to our commercial decisions regarding the Games. Thus, for the purposes of this Agreement, we need to have access to the personal data itself and the ability to share it with our partners, including cross-border. The processing of information provided by the User about himself or third parties when using the Games and the Website is carried out by us in accordance with the Privacy Policy available at [https://carx-online.com/uploads/userfiles/Privacy\\_Policy\\_ENG.pdf](https://carx-online.com/uploads/userfiles/Privacy_Policy_ENG.pdf)
- 2.2. Our Games have a certain age rating, which is indicated for each specific Game on the Game page on the Platform. Unless otherwise provided, In-Game Objects have the same age rating as the Game. CarX Technologies may restrict access to the Games based on the age of our Users. Minors under a certain age may be allowed access to the Games only with the consent of their parents or legal representatives. Parents and legal representatives of minors may also restrict access to the Games by themselves by using the parental control functionality provided by some Platforms.
- 2.3. Our Games provide a multiplayer mode feature. This feature and its full functionality may be available either for free or for a fee (Subscription) depending on the Game and the Platform where the Game has been downloaded. In order to fully access the functionality of the Games in multiplayer mode, the User must have a stable Internet connection. CarX Technologies is not responsible for any problems with the use of the Games arising from problems with the Internet connection.
- 2.8. Our Games provide a save and progress management feature for connecting to the Game from different Devices. This feature may be available provided the User is authorized in one of the functional ways available at the time of authorization. Without authorization, this feature may be limited and CarX Technologies may not be able to restore data related to your gameplay on another Device.
- 2.9. Our Games have an online chat feature that allows Users to communicate with each other. Chat is pseudo-anonymous since CarX Technologies does not disclose Users' real names (since we do not collect such information ourselves), but it does show the nicknames of the interlocutors. For a mutually enjoyable gaming experience, CarX Technologies expects Users to comply with the terms and restrictions of this Agreement when communicating.  
  
We store a limited number of User messages (up to 100 recent messages), previous messages are deleted automatically. In any case, information about the content of chat messages is stored for no more than 1 day.
- 2.10. Some of our Games provide an ad-viewing feature. This feature can be disabled by the User, including through the purchase of In-Game Objects (for example, in some Games, the purchase of drift boxes disables advertising between races).

When viewing ads, you may see links to third-party Websites or applications. CarX Technologies cautions you that CarX Technologies is not responsible for, and has no control over, third party services and their data collection practice.

2.11. CarX Technologies stands for fair play and prohibits the use by Users of software designed to unfairly use the Game in relation to other players (“cheats”, “hacks”). By accepting the Agreement, you agree not to use or facilitate the use by third parties of means aimed at obtaining an unfair advantage in the Game. CarX Technologies may use technical remedies to counter such behavior. You hereby also agree that you will not directly or indirectly interfere with the operation of such technical protections.

2.12. The user **is not entitled** to independently or with the involvement of third parties:

- to access and modify the source code of the Games in any way;
- Create software products and/or services using the Games and their elements, reverse engineer, decompile or otherwise modify the Games, either in whole or in part;
- If the terms of use of the Platform provide for the possibility of creating custom modifications of the Game, the User is not entitled to distribute the Game along with users’ modifications and is not entitled to charge other users for the use of custom modifications;
- Develop, distribute or use “cheating” software (in order to obtain benefits by fraudulent means), use hacking programs, robots or other malicious programs;
- Remove or alter in any way trademark and copyright notices or any other rights included in the Games;
- Use or copy the names, images of cars, tracks, characters, texts and audio and video materials of the Games or any other intellectual property contained in the Games;
- Redistribute In-Game Objects, Licensed Content and other intellectual property from the Games and the Website without permission from CarX Technologies and unless permitted by the functionality of the Games;
- Make transactions in relation to the Account, sell or otherwise transfer it to other users of the Games without the prior consent of CarX Technologies;
- Distribute, transfer for use the Games or copies thereof;
- Translate and localize the Games without the written consent of CarX Technologies;
- Download or transmit malicious software containing viruses, corrupted files or data, or any other similar software or items that may damage the operation of the Games or interrupt any user's use of our Games;
- Reporting false information to us or our customer service team;
- Use bugs or other unintended features of the Games, as well as make changes that may provide additional advantages in the Games that are not intended by us, take other actions that may cause damage or discomfort to other players for the purpose of gaining an advantage in a competition or for any other purpose;
- Carry out any fraudulent/illegal activity that may lead to false payment in the Games;
- Use the Games or the Website in a manner that violates any applicable law or regulation, violates any provision of the Agreement, or encourages or facilitates any illegal activity.

### **3. Terms of Use for In-Game Objects**

3.1. The User has the right to purchase access to In-Game Objects. Some In-Game Objects may be available to the User free of charge (including as a reward for reaching a certain level), for a fee (either fixed or as a Subscription) or as a reward for viewing ads.

- 3.2. The rights to In-Game Objects, as additional intellectual property objects in relation to the Game, are granted under the terms of a non-exclusive license for their use. The User understands that while “obtaining”, “purchasing” and “acquiring” In-Game Objects, these terms are used as a convention only. Any number of In-Game Objects does not correspond to a credit balance in real currency or its equivalent. In-Game Objects have no monetary value and cannot be exchanged for real money, real goods or real services.
- 3.3. You may only purchase In-Game Objects from us or our authorized partners. Transactions in relation to In-Game Objects between the User and other users of the Game are prohibited, except for the situation when such functionality is provided in the Game. CarX Technologies has the right to take all available legal measures to prevent unauthorized transactions with In-Game Objects, including blocking Accounts in the Games, sending requests to third-party Websites with a request to block information about the possibility of making such transactions, etc.
- 3.4. We may limit the total number of In-Game Objects that can be purchased at one time and/or limit the total number of In-Game Objects your Account can contain in the aggregate.
- 3.5. We also reserve the right to monitor, regulate, modify or remove any In-Game Objects without liability at any time, but if you have a valid Subscription, such changes will only become effective for you upon the expiration of your current Subscription, after which your Subscription will be automatically terminated.
- 3.6. If CarX Technologies bans or deletes your Account in accordance with this Agreement, you may lose In-Game Objects you have at the time of ban or deletion, and CarX Technologies will not be obligated to compensate for these losses or make any refund in such event. If you have an active Subscription on the date the Account is deleted or blocked, it will not automatically renew at the end of the current Subscription.
- 3.7. Depending on the Platform through which you purchased access to the Game, the terms of the user agreements and terms of use of the Platforms may apply to any In-Game Objects. If you are unsure of the scope of your rights, you should contact the Platform or our customer support prior to making a purchase.
- 3.8. All purchases of In-Game Objects are final and under no circumstances, including if a portion of the In-game Objects are duplicated as a result of a user's DLC purchase, shall such In-Game Objects, in whole or in part, be returned, transferred or exchanged.

#### **4. Terms of payments and refunds**

- 4.1. CarX Technologies does not administer payment transactions on the Platform. All purchases are made through the Platform and are subject to the terms and conditions of the Platform. Please note that in certain cases, the payment operator may charge a commission more than the established cost.
- 4.2. Refunds cannot be made by CarX Technologies. To receive a refund for the purchase of In-Game Objects or a Subscription, the User should contact the Platform.
- 4.3. The purchase of Games, Subscriptions and In-Game Objects is at the User's own will. All purchases made using the User's Device are made by the User independently, regardless of who initiated the purchase using the Device. CarX Technologies also encourages you to set up a passcode for in-app purchases in your Device settings to prevent “accidental” purchases.

4.4. If you have contacted the Platform and received a refund for your purchases, CarX Technologies reserves the right:

- 1) Remove In-Game Objects purchased with the refunded amount from your Account;
- 2) terminate the Subscription;
- 3) suspend access to your Account/Game if refunds occur regularly and/or for fraudulent purposes.

## 5. Rules of Conduct for Users in the Games

5.1. CarX Technologies responsibly treats the content of the Games and expects reciprocal, responsible behavior from Users. CarX Technologies asks that you adhere to the rules to ensure safe user experience. The following is a list of prohibited activities. Doing so may result in temporary or complete termination of access to our Games and, as a result, termination of the Agreement.

5.2. **Activities prohibited in our Games.** These prohibitions apply to the choice of nickname, team name, room name and avatar, the User-Generated Content, chat messages and Streams. Any action that:

- violate the law or the Agreement, may propose actions that potentially violate the law or the Agreement,
- contain profanity in any language, including in modified or abbreviated form, as well as explicit or implicit allusions to such profanity,
- use language or content that is obscene, vulgar, hateful, racist, sexist, or unethical and/or otherwise offensive to other players or other persons or groups,
- provide sexual references of an erotic or pornographic nature,
- express hostility on any grounds, justify extremism, terrorism, fascism,
- provide religious, social, or political connotations and can lead to controversy on these topics,
- are intended to insult, discredit, slander or defame any person, or contain threats or actions that could be construed as sexual harassment,
- violate any applicable intellectual property laws of CarX Technologies, CarX Technologies' licensors with respect to the Licensed Content, or any other third party, including copyrights, trademarks, trade secrets,
- contain links to Websites containing viruses, phishing pages or other variants of fraudulent links and schemes,
- are advertising, flood, spam, advertise or promote drugs and resources containing such information,
- consist only of other people's names, well-known names, are the name of the character of another User or an employee or partner of CarX Technologies for the purposes of imitation of personality.

This list of prohibitions is provided as an example and is not limited to the prohibitions listed above. CarX Technologies reserves the right to change and supplement it unilaterally.

5.3. While we value freedom of speech and expression, we must restrict the content that violates the above-mentioned provisions. CarX Technologies reserves the right to determine whether any content or actions are consistent with the Agreement and CarX Technologies may, in its sole



discretion, remove such content, including User's online chat statements and communications, suspend and/or terminate the Agreement with the relevant User without prior notice to the User.

- 5.4. CarX Technologies reserves the right to consider each case on a case-by-case basis and take any action it deems necessary at its sole discretion. If you see something that you think violates the Agreement, please let us know by e-mail [support@carx-tech.com](mailto:support@carx-tech.com) or in any other way indicated on the Website.

## **6. Penalties for violation of the Agreement**

- 6.1. You agree that your use of the Games and the Website shall be in accordance with the Agreement. Violation of the Agreement may result in CarX Technologies being forced to impose the following penalties on you:
- removal of User Content that violates the terms of this Agreement;
  - temporary and/or permanent suspension of access to the Game or its functions (ban) (automatic or at the discretion of a CarX Technologies representative);
  - modifying and/or deleting any In-Game Objects (including stickers, liveries, etc.) that may be associated with your Account;
  - reset and/or change any Game progress or benefits and privileges that you have achieved in our Games.

Penalties may be imposed without prior notice to the User.

In case of any evidence of an offense or crime, CarX Technologies may disclose data to law enforcement.

- 6.2. The decision on the application and timing of penalties will be at our discretion.
- 6.3. To find out the reasons and the period of penalties imposed, please contact the support service by e-mail [support@carx-tech.com](mailto:support@carx-tech.com) or in any other way indicated on the Website.

## **7. General rules for holding cyber sports tournaments**

- 7.1. Cyber sports tournament series with respect to the Games may be organized either by CarX Technologies or by third parties. Third party tournament organizers must comply with the Agreement.
- 7.2. Tournaments may be held without any prior written consent of CarX Technologies only if they are held for non-commercial purposes and do not involve third parties as sponsors. Tournaments held without prior written consent of CarX Technologies may not be considered "official" tournaments for the Games and may not be officially endorsed by CarX Technologies or use the trademarks or other designations of the Games and CarX Technologies. The organizers of such tournaments are prohibited from taking actions that may mislead participants and any other third parties regarding the unofficial status of the event and the support of CarX Technologies. CarX Technologies is not responsible for any actions of the organizers of tournaments that hold events without the prior consent of CarX Technologies, including to their participants.
- 7.3. Upon receipt of a written consent of CarX Technologies, the tournament organizer is granted a revocable, royalty-free, non-exclusive license to use the Games in the territory of the country

where the tournament is held and for the duration of the tournament, within and for the purposes of the tournament.

- 7.4. The tournament organizer must independently develop the rules of the tournament, including ban rules, payment of cash prizes, if any, technical requirements, etc., and agree on them with CarX Technologies before the start of the tournament.
- 7.5. The tournament organizer is responsible for compliance by the participants, commentators of the tournament broadcasts with the following rules and requirements:
  - 7.5.1. Tournament participants must reach the minimum age for participation in the tournament allowed by applicable law and, if necessary, ensure that their legal representatives agree to participate;
  - 7.5.2. Tournament participants are required to use only licensed versions of the Games;
  - 7.5.3. Participants are prohibited from creating and/or using bots, other programs, technical and/or other tools that can make changes to the gameplay in games within the framework of participating in tournaments;
  - 7.5.4. Tournament Participants are required to use Devices with specifications above the minimum system requirements established for specific CarX Technologies Games and described on the pages of the relevant Games on the Platforms;
  - 7.5.5. The names of the racing cars of the tournament participants must correspond to the names of the cars used in the Game (to identify the participants, it is possible to use the numbers of the pilots, the color of the car).
  - 7.5.6. Tournament participants are prohibited from:
    - 7.5.6.1. violate the rules of the Agreement, including the rules of conduct in the Games;
    - 7.5.6.2. comment or speak negatively about the Games, CarX Technologies, its partners and employees, other Users, the gaming industry and games from other developers;
    - 7.5.6.3. use the tournament to organize illegal or non-computer-related activities;
    - 7.5.6.4. misrepresent or attempt to misrepresent your age to CarX Technologies or a tournament organizer, or provide or attempt to provide invalid consent from a legal representative;
    - 7.5.6.5. take part in a match from a Device on which root rights or jailbreak are installed.
- 7.6. Persons who are employees of the organizer or sponsor of the tournament (and any of their affiliated organizations) hosting the current tournament are not allowed to participate in the tournament as players, unless otherwise provided by the rules of the tournament.
- 7.7. When providing personal data of players to CarX Technologies, the organizer is obliged to ensure that consent to the processing of personal data from the players is obtained and transferred to CarX Technologies.

- 7.8. In case of violation of the rules by the tournament participants and / or non-compliance of the tournament participants with the requirements established in these rules, the tournament organizer is obliged not to allow such a participant to participate in the tournament, and if the violation occurred after admission to the tournament, the tournament organizer is obliged to exclude the violating person from among its members.
- 7.9. Organizers of the tournament, participants and teams are prohibited from receiving sponsorship from persons associated with illegal activities, the use of alcohol, tobacco or drugs, the field of pornography or any other activity aimed only at adults.
- 7.10. The tournament organizer is obliged to act as a tax agent when granting cash prizes, if it is allowed by the applicable law, as well as to carry out the necessary procedures of identification of recipients.
- 7.11. If a tournament organizer fails to fulfill its obligations or performs them improperly, cheats or attempts to cheat, violates the rules of the Agreement, CarX Technologies has the right to deprive such a tournament organizer of the opportunity to qualify for tournaments and support from CarX Technologies in the future. At the same time, such a decision regarding the organizer does not deprive CarX Technologies of the right to additionally recover the incurred losses and use other legal remedies.

## **8. Limitation of liability**

- 8.1. Our Games are complex multimedia products which require many hours of development. However, technical difficulties may occur in any product of this level. As such, CarX Technologies Games are provided on an “as is” basis, and CarX Technologies makes no guarantees or warranties that they will be provided continuously, quickly, without “crashes” or errors.
- 8.2. There may be times when our Games or any of their functionality may not be available for technical reasons. CarX Technologies is not responsible in any way for this, but we undertake to make every effort to eliminate errors that occur.
- 8.3. The Games and the Website may be updated, including by adding and expanding their functionality, forms, nature, or content without prior notice to Users. CarX Technologies has the right, in its sole discretion, to terminate (temporarily or permanently) the support and/or provision of the Games and the Website or any of their elements.
- 8.4. To the extent permitted by applicable law, CarX Technologies shall not be liable to you for any direct or consequential damages, including but not limited to loss of revenue, loss of profits, loss of data, or other intangible damages (regardless of the qualification of such damages) arising out of or in connection in any way with this Agreement.
- 8.5. The amount payable by CarX Technologies to the User may not exceed the amount of remuneration received by CarX Technologies from the User for the period of three (3) months immediately preceding the date of the relevant claim. The User also agrees that in the absence of payments made to CarX Technologies as a reward for using the Game during the specified period, the User's sole remedy for any disagreement with CarX Technologies is to stop using the Game and delete the Account.

- 8.6. If applicable law does not allow the above limitations of liability to apply between the User and CarX Technologies in whole or in part, the limitations of liability will apply only to the extent permitted by applicable law.
- 8.7. CarX Technologies shall be exempt from liability for defaults due to unforeseen circumstances (force majeure) such as acts of God, terrorism, war, riots, embargoes, epidemics, acts of government, fire, floods, accidents, strikes, shortages of vehicles, acts of malware, and unscrupulous acts of third parties resulting from unauthorized access or disabling of CarX Technologies software, Platforms or CarX Technologies partners.
- 8.8. CarX Technologies is not responsible for: the behavior of users in rating races, championships; user ratings/achievements obtained using actual in-game mechanics; ratings/achievements of users obtained by fraud (including cheating). At the same time, if it is discovered that a User has obtained advantages in the Game by fraudulent means, CarX Technologies may apply measures against such users provided for in Section 6 of this Agreement.

## 9. User Responsibility

- 9.1. The User shall be liable for any breach of this Agreement, including violations of applicable law, and for all consequences of such breaches (including any damages that CarX Technologies and other third parties may suffer).
- 9.2. CarX Technologies is not affiliated with User-Generated Content. The User who created the User-Generated Content and/or added it to the Games is personally responsible for its compliance with the requirements of applicable law. CarX Technologies has the right to block or remove User-Generated Content that does not comply with the requirements of applicable law and the Agreement, at its sole discretion.
- 9.3. User agrees to indemnify CarX Technologies, its affiliates, partners, third party suppliers and providers, licensors, officers, directors, employees, distributors and agents against any losses, damages, liabilities, penalties, bills and expenses (including legal fees and costs) in connection with any claim or action that **(a)** arises from any actual or alleged violation of this Agreement by User, **(b)** arises from the provision of incomplete or inaccurate information; **(c)** arises from the use of any third party websites or services; or **(d)** otherwise arises out of or in connection with the User's use of the Games, and agrees to indemnify for damages resulting from such violations.
- 9.4. CarX Technologies shall be entitled to claim damages when the User uses the Games for illegal purposes, in an illegal manner or in a manner inconsistent with the terms of the Agreement, and such damages may include, but are not limited to, direct, indirect, special, incidental, and/or consequential losses. If CarX Technologies is required to respond to a third-party claim or law enforcement request or court order (or other decision) that is related to the User's use of the Games, CarX Technologies may, in its sole discretion, require the User to reimburse the costs associated with filing a claim or request, in reasonable size.
- 9.5. We reserve the right, at our sole discretion, to prosecute infringers of intellectual property rights in the Games or Website in accordance with applicable civil, administrative, and criminal law.

## 10. Agreement termination

- 10.1. **Termination initiated by CarX Technologies.** CarX Technologies has the right to terminate the Agreement with the User unilaterally at any time and at any time restrict the User's

access to the Game, including the In-Game Objects or the Website in case of any violation by the User of the Agreement.

In addition, CarX Technologies may decide to discontinue access to the Games or support for a particular Game in its sole discretion. This will automatically terminate the Agreement. CarX Technologies undertakes to make every effort to notify Users within a reasonable time prior to such termination. Given that CarX Technologies does not collect player contact information, we do not guarantee targeted notification of each of the users, however, we undertake to disseminate such information in the resources available to us, including our Website and social networks.

**10.2. Termination initiated by User.** The User has the right to terminate the Agreement unilaterally at any time without notice to CarX Technologies by deleting the Account and / or the game client from the Device or stopping using the Website. In these cases, access to In-Game Objects may be restricted without the right to restore. In the event of termination of the Agreement at the initiative of the User, CarX Technologies will not provide the User with a refund for the purchase of In-Game Objects and will not compensate for any losses. Unilateral termination of the Agreement by the User does not release the User from liability for violations of the Agreement committed during the period of its validity.

## **11. Dispute resolution**

**11.1. Applicable Law.** The Agreement, and any disputes relating to the Games and the Website that are not covered by the Agreement, are subject to and governed by the applicable laws of the Russian Federation. If the laws of your country prohibit us from enforcing the provisions of this clause, CarX Technologies will follow the rules established by the laws of your country.

11.2. The parties agree to first attempt to resolve disputes by negotiation. Users should contact the support service via e-mail at [support@carx-tech.com](mailto:support@carx-tech.com) or by any other means indicated on the Website indicating that the matter should be brought to the attention of the CarX Technologies legal team. The CarX Technologies legal team must provide a written response within 10 business days via the User's means of communication specified in the request.

If the dispute cannot be resolved by negotiation, you agree to the exclusive jurisdiction and venue of the appropriate court located in Moscow, Russian Federation, unless otherwise provided by other applicable law.

## **12. Provisions applicable to residents of the European Union**

12.1. If you are in a member state of the European Union, you have the right to cancel any purchase within 14 days without giving a reason. To exercise your right of withdrawal, you must inform your Platform, as CarX Technologies does not administer payments and refunds. You may use the opt-out form below as a sample:

- *I hereby give notice that I am terminating my contract as follows: [INSERT ORDER ID, ITEM]*

- *Ordered [INSERT DATE] / Received [INSERT DATE]*

- *User's Name*

- *User's email address*

*Date*

To exercise your right of withdrawal in a timely manner, you must contact the Platform prior to the expiration of your right of withdrawal. If you exercise your statutory right of withdrawal, you will be refunded without undue delay and in any event no later than 14 days from the date the Platform is informed of your decision to withdraw.

12.2 Under EU law, CarX Technologies is liable under the law for (a) intentional misconduct; (b) gross negligence; (c) violation of applicable product liability laws. Subject to this, CarX Technologies may only be liable for breach of a material contractual obligation under the Agreement, breach of which would jeopardize the purpose of the Agreement. In such an event, CarX Technologies' liability is common in such situations and foreseeable damages. In other circumstances, CarX Technologies shall not be liable for acts of negligence.

12.3. The User agrees that any dispute arising in connection with the Games, or in any way related to them, may be resolved through negotiations, or using the European Online Dispute Resolution Platform (“**ODR Platform**”).

The ODR platform is specifically designed to assist consumers who purchase goods or services online and encounter problems with such online purchases, and allows contractual disputes to be resolved through the Alternative Dispute Resolution (ADR) procedure online at <https://Webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

If you cannot resolve the dispute through negotiation, failure to approve an amicable settlement, or failure to resolve the dispute through ADR, you have the right to file a lawsuit in the regular course of action.

### 13. Miscellaneous

13.1 **Term of the Agreement.** The Agreement comes into force from the moment of acceptance of its terms or from the moment of the first use of the Game, depending on which event occurs earlier, and remains in force during the entire period of use of the Games or the Website by the User. Some provisions of the Agreement (based on their purpose) may be valid after the end of the last gaming session of the User.

13.2. **Invalidity.** If one or more provisions of this Agreement are held invalid by an enforceable court decision in a dispute between the User and CarX Technologies, the remaining provisions of this Agreement shall remain in effect for the User and CarX Technologies.

13.3. **Waiver.** If CarX Technologies fails to timely enforce the terms of this Agreement, it shall in no way be construed as a waiver of CarX Technologies' past or future obligations under this Agreement.

13.4. **Assignment of rights.** CarX Technologies may transfer (assign) any or all the rights and/or obligations contained in the Agreement to any third party. You may not assign (transfer) any or all the rights and/or obligations contained in the Agreement to any third party.