

# **Terms of Use**

## **1. GENERAL PROVISIONS**

1.1 This User Agreement (hereinafter - the Agreement) applies to the website of the Internet resource 'https://epicquestgames.net/', located at https://epicquestgames.net/ and to all relevant sites associated with the site https://epicquestgames.net/

1.2 This Agreement regulates the relations between the Administration of the website of the Internet resource 'https://epicquestgames.net/' (hereinafter referred to as the Website Administration) and the User of this Website.

1.3 The Site Administration reserves the right to change, add or delete clauses of this Agreement at any time without notice to the User.

1.4. Continued use of the Site by the User means acceptance of the Agreement and changes made to this Agreement.

1.5. The User is personally responsible for checking this Agreement for changes to it.

## **2. DEFINITIONS OF TERMS**

2.1 The terms listed below shall have the following meaning for the purposes of this Agreement:

2.1.1 Internet resource is located on the domain name https://epicquestgames.net/ carrying out its activities through the Internet resource and related services.

2.1.2 Internet resource - a site containing information about online games, online game servers placed on the Internet.

2.1.3. User of the Internet resource site (hereinafter referred to as the User) - a person who has access to the Site, via the Internet and uses the Site.

2.1.4 The content of the website of the Internet resource (hereinafter - Content) - protected results of intellectual activity, including texts of literary works, their titles, prefaces, abstracts, articles, illustrations, covers, musical works with or without text, graphic, text, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, selection, coordination, appearance, general style and layout of the Website, as well as the design, structure, selection, coordination, appearance, general style and layout of the Website.

## **3. SUBJECT MATTER OF THE AGREEMENT**

3.1 The subject of this Agreement is to provide the User of the Internet resource with access to the Goods and services contained on the Website.

3.1.1 The Internet resource provides the User with the following types of services (services):

- access to electronic content on https://epicquestgames.net/ https:
- access to search and navigation tools of the Internet resource.
- use of all tools placed on the site.

- other types of services (services) realised on the pages of the Internet resource, including paid services (services).

3.1.2 All existing (functioning) now services (services) of the Internet resource, as well as any of their subsequent modifications and additional services (services) of the Internet resource appearing in the future fall under the effect of this Agreement.

3.2 Access to the Internet resources is provided free of charge.

3.3 This Agreement is a public offer. By accessing the Website, the User is deemed to have acceded to this Agreement.

#### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1 The Site Administration has the right:

4.1.1 Change the rules of use of the Site, as well as change the content of this Site. The changes come into force from the moment of publication of the new edition of the Agreement on the Site.

4.1.2 Restrict access to the Site in case of violation of the terms of this Agreement by the User.

4.1.3. Change the amount of the fee charged for providing access to the use of the Internet resource site. The change of the fee will not apply to Users who have registration by the time of changing the amount of payment, except in cases specifically agreed by the Administration of the Internet resource site.

4.1.4 Collect, analyse, use, share (including on a paid basis) information about the User contained on the Site, including, but not limited to, information about the User's contact and personal data, information about the User's actions on the Site, etc.

4.1.5 Use cookies and similar technologies, collect, accumulate, use any information provided, including information obtained using sophisticated technologies.

4.2 The User has the right:

4.2.1. Gain access to the use of the Site.

4.2.2 Use all services available on the Site, as well as purchase any Goods offered on the Site.

4.2.3. Ask any questions related to the services of the Internet resource at the requisites, which are in the section of the Site '<https://epicquestgames.net/>'.

4.2.4. Use the Site exclusively for the purposes and in the manner provided by the Agreement and not prohibited by the legislation.

4.3 The Site User undertakes to:

4.3.1. Provide, upon the request of the Site Administration, additional information that is directly related to the services provided of this Site.

4.3.2 Observe the property and non-property rights of authors and other right holders when using the Site.

4.3.3 Not to take actions that may be considered disturbing the normal operation of the Site.

4.3.4 Not to distribute any confidential and legally protected information using the Site.

4.3.6 Do does not use the Site to distribute information of advertising nature, otherwise than with the consent of the Site Administration.

4.3.7. Not to use the services of the Internet resource site for the purpose of:

- 1. downloading content that is illegal, violates any rights of third parties; promotes violence, cruelty, hatred and (or) discrimination on racial, national, gender, religious, social grounds; contains inaccurate information and (or) insults to specific individuals, organisations, authorities.
- 2. inducement to commit unlawful acts, as well as assistance to people whose actions are aimed at violating restrictions and prohibitions.
- 3. violation of the rights of minors and (or) causing them harm in any form.
- 4. infringement of the rights of minorities.
- 5. Impersonating another person or representative of an organisation and/or community without sufficient rights to do so, including employees of this Internet resource.
- 6. misrepresentation of the properties and characteristics of any Goods from the catalogue of the Internet resource posted on the Site.
- 7. incorrect comparison of Goods, as well as formation of negative attitude towards persons (not) using certain Goods, or condemnation of such persons.

4.4 The User is prohibited:

4.4.1 Use any devices, programmes, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or monitor the content of the Website of this Internet resource.

4.4.2 Disrupt the proper functioning of the Site.

4.4.3 Bypass the navigation structure of the Site in any way to obtain or attempt to obtain any information, documents or materials by any means not specifically provided by the services of this Site.

4.4.4 Unauthorised access to the functions of the Site, any other systems or networks related to this Site, as well as to any services offered on the Site.

4.4.5. Violate the security or authentication system on the Site or any network related to the Site.

4.4.6. reverse lookup, track or attempt to track any information about any other User of the Site.

4.4.7. Use the Site and its Content for any purpose prohibited by law, as well as incite any illegal activity or other activity that violates the rights of the Internet resource or other persons.

## **5.USE OF THE INTERNET RESOURCE SITE**

5.1 The Site and the Content included in the Site are owned and operated by the Site Administration.

5.2 The Site Content may not be copied, published, reproduced, transmitted or distributed by any means, as well as posted on the global network 'Internet' without the prior written consent of the Site Administration.

5.3 The content of the Site is protected by copyright, trademark law, as well as other rights related to intellectual property and legislation on unfair competition.

5.4 When using some services of the Site, it may be necessary to create a user account.

5.5 The User is personally responsible for maintaining the confidentiality of the account information, including the password, as well as for any and all activities conducted on behalf of the User of the account.

5.6 The User shall immediately notify the Site Administration of any unauthorised use of his/her account or password or any other breach of security.

5.7 The Administration of the site has the right to unilaterally cancel the User's account at its discretion.

5.8 This Agreement shall apply to all additional terms and conditions for the purchase of Goods and services provided on the Site.

5.9 The information posted on the Site shall not be construed as a modification of this Agreement.

5.10. The Website Administration has the right at any time without notice to the User to make changes to the list of Goods and services offered on the Website and (or) to the prices applicable to such Goods on their realisation and (or) to the services provided by the Internet resource.

## **6. LIABILITY**

6.1 Any losses that the User may incur in case of intentional or negligent violation of any provision of this Agreement, as well as due to unauthorised access to the communications of another User, shall not be compensated by the Site Administration.

6.2 The Administration of the site is not responsible for:

- 6.2.1 Delays or failures in the process of making the operation resulting from force majeure, as well as any case of malfunction in telecommunication, computer, electrical and other related systems.

- 6.2.2 The actions of transfer systems, banks, payment systems and for delays related to their work.

- 6.2.3 Proper functioning of the Website in case the User does not have the necessary technical means for its use and does not bear any obligations to provide users with such means.

- 6.2.4. The content (content) of the information posted on the Site.

6.3 The User is independently responsible for the interpretation and use of the content (information) posted on the Site.

## **7. VIOLATION OF THE TERMS AND CONDITIONS OF THE USER AGREEMENT**

7.1 The Site Administration has the right to disclose any information collected about the User of this Site, if disclosure is necessary in connection with an investigation or complaint regarding the misuse of the Site or to establish (identify) the User who may violate or interfere with the rights of the Site Administration or the rights of other Site Users.

7.2 The Site Administration has the right to disclose any information about the User, which it considers necessary to comply with the provisions of the current legislation or court decisions, to ensure compliance with the terms of this Agreement, to protect the rights or security of the name of the organisation, Users.

7.3 Administration of the site has the right to disclose information about the User, if the current legislation requires or authorises such disclosure.

7.4 The site Administration has the right to terminate and (or) block access to the Site without prior notice to the User, if the User has violated this Agreement or the terms of use of the Site contained in other documents, as well as in the case of termination of the Site or due to a technical failure or problem.

7.5 The Site Administration shall not be liable to the User or third parties for termination of access to the Site in case of violation by the User of any provision of this Agreement or other document containing the terms of use of the Site.

## **8.DISPUTE RESOLUTION**

8.1. In case of any disagreements or disputes between the Parties to this Agreement, a claim (a written proposal for voluntary dispute resolution) shall be a mandatory condition before resorting to the court.

8.2 Within 30 calendar days from the date of receipt of the claim, the recipient of the claim shall notify the claimant in writing of the results of the claim consideration.

8.3 Any claim in relation to the terms of use of the Site shall be filed within the period after the grounds for the claim have arisen, except for the protection of copyrights for the materials of the Site protected in accordance with the legislation. If the terms of this clause are breached, any claim or cause of action shall be extinguished by the statute of limitations.

## **9. ADDITIONAL TERMS AND CONDITIONS**

9.1 The Site Administration does not accept counterproposals from the User regarding changes to this User Agreement.