

END-USER LICENSE AGREEMENT

Last update: July 16, 2024

IF YOU DOWNLOAD, UPLOAD, PROVIDE CONSENT IN SPECIAL FORMS, BEGIN PARTICIPATING IN THE GAME PROCESS, OR USE OUR PRODUCTS OTHERWISE, YOU CONFIRM THAT YOU HAVE FULLY READ, UNDERSTOOD, AND UNCONDITIONALLY ACCEPT THE LICENSE AGREEMENT BELOW, AGREE TO OBSERVE AND HAVE RESPONSIBILITY FOR VIOLATION OF THE SAME.

This license agreement (the “**Agreement**”) with any integral parts thereof, including the Privacy Policy, constitutes a contract between CarX Technologies LLC (“**CarX Technologies**”, “**we**”) and you or your legal representative (the “**User**”, “**you**”).

If you do not accept the Agreement fully or partially and/or any future version thereof, you should immediately stop using our Games, Website, or CarX Store (collectively – the “**Products**”).

MINORS

You may accept the terms of the Agreement and use our Products only if you are already 18 (eighteen) years old or have reached the age of legal capacity under the laws of your country.

If you have not reached the age of legal capacity, please consult your parents or other legal representatives for help before using our Products. By continuing to use our Products, you certify that your parent or 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.

PARENTS (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, by email at support@carx-tech.com or by filling out a special [form](#) on the CarX Store).

We encourage you to monitor your children's play sessions and web activity, and to review parental control options that we and/or the Platforms may provide: for example, to restrict children's access to the Games.

Any use of the Products by minors is the responsibility of their parents or legal representatives.

WARNINGS BEFORE THE GAME

The disparity between gameplay and reality warning. For entertainment purposes, the Games may feature extreme driving scenes. Please don't try to do 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 artistic content in the Games (User-Generated Content). These messages or content may be viewable by other Users in the Games.

CarX Technologies doesn't perform moderation functions and is not responsible for User-Generated Content, but makes every possible effort to hide and/or remove content that violates your rights and/or does not comply with the law and the Agreement.

CarX Technologies cannot warrant 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 materials that may be inappropriate or offensive to you. CarX Technologies is not responsible for such materials.

If you encounter inappropriate content in our Games, please let us know by email at support@carx-tech.com or by filling out a special [form](#) on the CarX Store.

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 follow standard health and safety precautions, such as taking at least 15 minute breaks every hour and staying a reasonable distance from the screen in a well-lit environment.

ABOUT US

CarX Technologies Limited Liability Company

INN [tax identification number]: 7702408097

Registered address: 9 Godovikova St., building 17, room 4, Moscow, 129085, Russia

Email: support@carx-tech.com

DEFINITIONS

- **Account** – an account voluntarily created by the User using the Device and owned by CarX Technologies.
- **CarX Store** – a website accessible at <https://carx-store.com>, through which the User can purchase the Games and In-Game Objects.
- **Device** – a device from which you use our Products. Devices include mobile devices, tablets, personal computers, consoles, etc.
- **In-Game Objects** – virtual in-game values, including in-game currency, Licensed Content, skins, drift boxes, fuel, bodykits, liveries, tracks and other virtual objects that may be available for purchase in the Game and/or CarX Store both on a paid basis and as a reward for certain activity of the User.
- **Game** – a game developed and published by CarX Technologies or another publisher, regardless of the Platform on which it is distributed or the Devices for which it is developed.
- **Licensed Content** – digital content created by third parties for which CarX Technologies possess licensee rights to use in the Games, including tracks, music, trademarks, etc.
- **Platform** – an online store through which the Game is provided to the User. The Platforms include, in particular:
 - mobile app stores Google Play, App Store, Huawei App Gallery, etc.;
 - stores of PC versions of the Game: Steam; VK Play, Epic Game Store, HeyBox;
 - stores of console versions of the Game: PlayStation Store, Nintendo eShop, Xbox Games Store.

This list can be changed from time to time.

- **Privacy Policy** – an integral part of this Agreement. It describes how we at CarX Technologies process Users' data. You can always find the current version of the Privacy Policy at <https://carx-online.com/ru/carx-technologies-privacy-policy> or <https://carx-store.com/ru/privacy>.
- **Subscription** – a period of access to the Games or premium sections of the Games, provided subject to periodic payments made by the User.

- **Support Service** – the department of CarX Technologies charged with providing consulting and technical support to Users on various issues related to the functioning of the Products.
- **The terms “acquires”, “receives”, “buys”, “purchase”** and similar terms are used throughout the Agreement solely as a conditional designation: they mean a non-exclusive license to use the Games and/or In-Game Objects.
- **User-Generated Content (UGC)** – digital content created by the User in connection with the use of the Game within its permitted functionality. May include any informational and in-game materials, including, but not limited to, texts, graphics, mods, tracks, customized stickers for virtual cars, vinyls, tuning and other materials related to the Game, as well as messages in online chat with other Users and Streams.
- **Website** – a website accessible at <https://carx-online.com>.

1. Scope of the Agreement

- 1.1. **Product license.** Upon acceptance of the terms of the Agreement, CarX Technologies grants the User the right to use the Products in their current version under a non-exclusive worldwide license during the term of the Agreement for personal (non-commercial) purposes to the extent and in the manner specified in the Agreement.
- 1.2. **Licensed content.** With respect to the Licensed Content within the Products, 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 shall apply to the Licensed Content to the same extent as to our Products.

2. Terms and Conditions of Product Use

- 2.1. **License fee.** The rights to use the Products, including Games and In-Game Objects and/or their additional features, may be provided to a User free of charge or for a fee (either fixed or in as a Subscription). To determine the available option, please refer to the Game page on your chosen Platform, the relevant section in the Game menu, or the CarX Store.

The amount of the license fee in all cases is determined by CarX Technologies unilaterally and may be changed at any time without prior approval, consent, or notice to the User.
- 2.2. **“Purchase” of rights.** The User understands that the terms “buy”, “purchase”, “receive”, and “acquire”, and similar terms are used in the meaning specified in the Definitions section of the Agreement and imply granting the User a non-exclusive license to the Products under the terms of the Agreement.
- 2.3. **Gambling.** The Games and In-Game Objects are not gambling, games for money, contests, or bets. The User warrants that they purchase the Games and In-Game Objects solely on their own initiative and will.
- 2.4. **Access to Products.** CarX Technologies may grant you access to the Products or their full functionality under certain conditions, such as acceptance of this Agreement, the Privacy Policy, consent to the use of mandatory cookies, etc.

CarX Technologies additionally may terminate or restrict your access to the Products at any time in the manner and under the terms of the Agreement.

3. Games

3.1. Scope of User Rights to the Game

The User may use the Game within the following limits:

- 3.1.1. **Play the Game** by downloading it to the Device.
- 3.1.2. **Use the Game** for entertainment personal (non-commercial) purposes, within which the User may, if the functionality of a specific Game allows and this does not violate the requirements of the Agreement:
 - 3.1.2.1. Create and delete an Account.
 - 3.1.2.2. Install and uninstall the Game.
 - 3.1.2.3. Purchase a non-exclusive license for In-Game Object and use them.
 - 3.1.2.4. Utilize the Licensed Content available to the User.
 - 3.1.2.5. Use the Game's features, including saving game progress, online chat, multiplayer, etc.
 - 3.1.2.6. Create, upload and reproduce User-Generated Content.
 - 3.1.2.7. Organize and/or participate in eSports tournaments and other events using the Games.
 - 3.1.2.8. Use the Support Service.

3.2. Terms of Use of the Games

- 3.2.1. **Age rating.** Our Games have a certain age rating, which is indicated on the page of this Game on the Platform.

Unless otherwise specified, In-Game Objects have the same age rating as the Game.
- 3.2.2. **Multiplayer mode.** Our Games have a multiplayer mode feature. This feature may be available both for free and for a fee (including by Subscription) depending on the Game and the Platform. For full access to the functionality of Games in multiplayer mode, the User must have a stable Internet connection.

CarX Technologies is not responsible for any issues with using the Games arising from Internet connection issues.
- 3.2.3. **Game progress.** Our Games have a function for saving and managing game progress across different Devices. This function may be available only if you provide the data necessary for managing progress.
- 3.2.4. **Online chats.** Some Games have an online chat function, allowing Users to communicate with each other. CarX Technologies does not disclose the real names of Users (we do not collect such information in the Games) but shows nicknames of interlocutors to each other. We strongly encourage you to use polite language in online chats.
- 3.2.5. **Advertising.** Some of our Games have the function of viewing advertisements. This function can be disabled by the User at any time, including by purchasing In-Game Objects (for example, in some Games, purchasing drift boxes disables ads between races).

When viewing ads, you may see links to third-party websites or applications. Please note that we do not control the data collection processes of such websites or applications.

- 3.2.6. No cheats.** CarX Technologies is committed to fair play and prohibits the use by Users of software designed to unfairly gain advantages in the Games over other Users (“cheats”).

By accepting the Agreement, you agree not to use and not to facilitate the use of cheats by other Users in the Games. CarX Technologies has the right to use technical means of protection to counter such behavior. You also agree that you will not directly or indirectly interfere with the operation of such technical protection means.

3.3. In-Game Objects

- 3.3.1. License to In-Game Objects.** The User may in addition to the Game and under the terms of the Agreement, purchase the right to use 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.

- 3.3.2. In-Game Objects make part of the Game.** The User is entitled to use In-Game Objects only as part of the Game itself, under the terms and within the limits set by CarX Technologies in the Agreement.

- 3.3.3. In-Game Objects are not subject to exchange.** Any amount of In-Game Objects, including in-game currency (e.g. “a million gold coins”) does not correspond to the credit balance in real currency or its equivalent. In-Game Objects themselves have no monetary value and cannot be exchanged by Users for real money, goods or services.

- 3.3.4. Expenses.** You are solely responsible for the costs of purchasing equipment, access to the Internet, and other expenses, including possible fees for making payments related to the receipt and use of Games and In-Game Objects.

- 3.3.5. Authorized partners.** You may purchase In-Game Objects only from us or our authorized partners.

Transactions involving In-Game Objects between Game Users are prohibited, except where such functionality is explicitly provided in the Game. CarX Technologies reserves the right to take all available measures to prevent unauthorized transactions involving In-Game Objects, including blocking Accounts.

- 3.3.6. Restrictions.** We may limit the total number of In-Game Objects that may be purchased at any one time and/or held by one User in aggregate without payment of any compensation.

We also reserve the right at any time and without any liability to monitor, regulate, modify or remove in whole or in part any In-Game Objects, as well as User-Generated, Licensed and any other content and objects, including those already available to you in the Games.

- 3.3.7. Account deletion or blocking.** If CarX Technologies blocks or deletes your Account in accordance with the Agreement, you may lose all In-Game Objects as well as User-Generated, Licensed, and any other content and objects.

If you have an active Subscription at the time of Account deletion or blocking, it may be terminated immediately and will not automatically renew in the future.

In all the above cases, CarX Technologies shall have no obligation to compensate for your losses, damages, or to provide any refunds.

- 3.3.8. **Terms of Platforms.** Depending on the Platform through which you acquired access to the Game, any In-Game Objects may be subject to the Platforms' user agreements and terms of use. If you are unsure about the scope of your rights, you should contact the Platform or our Support Service before making a purchase.
- 3.3.9. **Finality of Purchases.** All purchases of In-Game Objects are final and non-refundable, non-transferable, and non-exchangeable, including in cases where additional digital content (DLC) purchased by the User duplicates In-Game Objects either in whole or in part.

3.4. Usage Restrictions

A User may not, independently or with the involvement of third parties:

- 3.4.1. **Access or modify the source code** of the Games in any way.
- 3.4.2. **Create similar software products** and/or services using the Games and their elements, perform reverse engineering, decompile, or otherwise programmatically modify the Games as a whole or in parts.
- 3.4.3. **User modifications.** If the terms of use of the Platform allow for the creation of user modifications to the Game, users may not distribute the Game with user modifications either for a fee or free of charge.
- 3.4.4. **Use cheats**, including developing, distributing or using any software (SW) to create cheats, as well as use hacking programs, bots or other programs that provide unfair advantages in the Game.
- 3.4.5. **Alter the "Authors" section:** by removing or otherwise modifying trademark and copyright notices or any other rights included in the Games.
- 3.4.6. **Violate the scope of license rights to the Products:** it is prohibited to use the Products and any parts thereof, including In-Game Objects and Licensed Content, names, images of cars, tracks, characters, texts, audio and video materials of the Games, or any other intellectual property of CarX Technologies and its licensors contained in the Games, for commercial purposes or in violation of the Agreement.
- 3.4.7. **Distribute Products, In-Game Objects**, including Licensed content and (or) other intellectual property of CarX Technologies and third parties used in the Games, without our written permission.
- 3.4.8. **Sell or transfer the Account** to other Users.
- 3.4.9. **Translate and/or localize** the Games in whole or in part without the written consent of CarX Technologies.
- 3.4.10. **Use malware:** upload or transmit malware, including SW containing viruses, corrupted files, data, or any other similar SW or elements thereof that may harm the operation of the Games.
- 3.4.11. **Provide knowingly false information** to us or our Support Service.
- 3.4.12. **Exploit errors** or other unintended features of the Games, or make changes that may provide additional advantages in the Games not intended by us, or engage in other actions that may cause harm or discomfort to other Users.
- 3.4.13. **Violate the law**, including any illegal (e.g. fraudulent) activity, violate any applicable laws or regulations, the Agreement, or encourage or facilitate any illegal activity (e.g. add inappropriate UGC, insult others in online chat, etc.).

3.5. Rules of Conduct in the Games

3.5.1. General. CarX Technologies responsibly treats the content of the Games and expects Users to behave responsibly. CarX Technologies asks that you adhere to the rules to ensure safe user experience. Below there is a list of actions prohibited in our Games. Doing so may result in temporary or permanent termination of your access to our Games and, as a result, termination of the Agreement.

3.5.2. Activities prohibited in our Games. These prohibitions apply, among other things, to the choice of nickname, team name, room name and avatar, the content of User-Generated Content, chat messages and Streams (online video broadcasts of the Game on the Internet).

Prohibited activities shall include actions that:

- 3.5.2.1. **Violate the law or the Agreement**, or may suggest actions that potentially violate the law or the Agreement.
- 3.5.2.2. **Contain profanity** in any language, including in modified or abbreviated form, as well as explicit or implicit allusions to such profanity.
- 3.5.2.3. **Use inappropriate language or content**, including obscene, vulgar, hateful, racist, sexist, or unethical and/or otherwise offensive to other Users or other persons or groups.
- 3.5.2.4. **Contain sexual references** of an erotic or pornographic nature or contain threats or actions that may be regarded as sexual harassment.
- 3.5.2.5. **Express hostile sentiments** on any grounds, or justify, support and/or promote extremism, terrorism, fascism, etc.
- 3.5.2.6. **Cause religious, social or political hostility** and/or may lead to any disagreements on these topics.
- 3.5.2.7. **Are intended to insult**, discredit, or slander any person.
- 3.5.2.8. **Violate any applicable laws**, in particular infringe on the intellectual property of CarX Technologies, licensors of CarX Technologies in relation to the Licensed Content or any other third parties, including rights to copyright items, trademarks, trade secrets, etc.
- 3.5.2.9. **Contain inappropriate links:** to websites containing viruses, phishing pages, or implement other types of fraudulent links and schemes.
- 3.5.2.10. **Are advertising, flooding, spam**, including advertising or promoting drugs and resources containing such information.
- 3.5.2.11. **Use of other people's names**, including well-known trade names, trademarks, logos, and other intellectual property of third parties. These cases include the illegal use of the name of another User, employee or partner of CarX Technologies for the purpose of impersonating them,

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

3.5.3. Content restrictions. We value freedom of speech and expression, but we are compelled to restrict content that violates the above rules. CarX Technologies reserves the right to decide whether any content or actions of Users comply with the Agreement.

CarX Technologies, at its sole discretion, may remove such content, including User statements and messages in the online chat, and unilaterally suspend and/or terminate the Agreement with the relevant user without prior notice.

- 3.5.4. Consideration of violations.** CarX Technologies reserves the right to review each specific case of violation of rules of the Game separately and take any action it deems necessary, at its sole discretion.

If you see something in our Games that you believe violates the Agreement, please let us know by email at support@carx-tech.com or by filling out a special [form](#) on the CarX Store.

3.6. User-Generated Content

- 3.6.1. General rules.** Our Games allow the creation of User-Generated Content. This can include new content or content based on existing materials, the rights to which may belong to CarX Technologies, our licensors, and/or other third parties.

- 3.6.2. License for User-Generated Content.** By accepting the Agreement, you confirm that in the event of creating UGC, you grant us a non-exclusive, irrevocable, worldwide license for the entire duration of the exclusive rights to all UGC you produce.

Under the terms of this license, CarX Technologies may use the UGC you create, with or without author attribution. However, by accepting the Agreement, you authorize CarX Technologies to use UGC anonymously without attribution.

CarX Technologies also may modify, reproduce, distribute, transmit to third parties, publicly display (including on the Internet), use in advertising and marketing materials, adapt, create derivative works, translate, show to third parties, and prohibit third parties from unauthorized use of your UGC without any compensation to you.

By publishing UGC, you also grant other Users the right to use, adapt, and publish your UGC within the functionality provided by the Game.

- 3.6.3. Third-Party software.** UGC may be created using third-party software. In such cases, the User warrants to CarX Technologies that they have all necessary rights to use and transfer this software within the Game to other Users.

- 3.6.4. Third-Party websites and online services.** If our Games allow you to create UGC by interacting with other websites or online services, you agree to comply with their terms of use without reservation and are solely responsible for any violations of such terms.

CarX Technologies is not responsible for the content of the above websites or online services, does not support them and is not responsible for their functionality.

You agree to hold CarX Technologies harmless for any direct or indirect losses resulting from your failure to comply with the terms of use of third-party websites or online services.

- 3.6.5. Quality.** CarX Technologies is not responsible for the quality of UGC and any future changes in its quality, including the loss of UGC during creation, use, and/or infringement of third-party intellectual property rights.

4. Website

- 4.1. Scope of User rights to the Website.** The User may use the Website within the following limits:
- 4.1.1.** Access the Website and use its functionality.
 - 4.1.2.** View and distribute (without modification) information contained on the Website, provided that such use of information is solely for non-commercial purposes and subject to the preservation of all copyrights, related rights, rights to trademarks, and other notices of possession of intellectual property rights of CarX Technologies.
 - 4.1.3.** Use the Support Services.
- 4.2. Restrictions.** Restrictions set forth in clauses 5.5.2-5.5.7 regarding the CarX Store shall also apply to the use of the Website.

5. CarX Store

- 5.1. Scope of User license rights on the CarX Store.** The User may use the CarX Store within the following limits:
- 5.1.1.** Create and delete an account.
 - 5.1.2.** Access the CarX Store and use its functionality.
 - 5.1.3.** View and distribute (without modification) information contained on the CarX Store, provided that such use of information is solely for non-commercial purposes and subject to the preservation of all copyrights, related rights, rights to trademarks, and other notices of possession of intellectual property rights of CarX Technologies.
 - 5.1.4.** Purchase a non-exclusive license for Games and In-Game Objects within the scope established by the Agreement and at the prices set in the CarX Store.
 - 5.1.5.** Use the Support Services.

- 5.2. User account.** To use the full functionality of the CarX Store, the User may create an account, specifically by completing the registration form available on the CarX Store.

CarX Technologies may confirm the creation of a CarX Store account by sending a notification to the User's email address.

The User's account belongs to CarX Technologies and is intended for personal (non-commercial) use. The User is not permitted to share, provide access to, alienate, or otherwise transfer the account to third parties.

- 5.3. User game profile.** To purchase some In-Game Objects on the CarX Store, you may need to provide certain information from your in-game profile – this is necessary for us to provide you with the In-Game Objects.

When making purchases on the CarX Store, you are fully responsible for the accuracy of the provided information.

- 5.4. Security breach.** If the User becomes aware of or reasonably suspects any security breach, including, without limitation, any loss, theft, or unauthorized disclosure of account data, the User must immediately notify CarX Technologies and change the login information.

Without such timely notification, CarX Technologies cannot guarantee the security of using the CarX Store.

- 5.5. Restrictions.** In addition to the restrictions set forth in the Agreement, the User is also prohibited from:

- 5.5.1. **Using another User's account** without permission from CarX Technologies, in particular logging into an account registered by another User.
 - 5.5.2. **Hacking the CarX Store**, including distributing, using, or intentionally obtaining any account access information of another User and/or links to third-party resources containing such information.
 - 5.5.3. **Using malware**, including uploading, transmitting, or otherwise distributing software containing viruses, corrupted files or data, or any other similar software or elements that may disrupt the operation of the CarX Store and/or Devices of other Users.
 - 5.5.4. **Providing knowingly false information** when contacting our Support Service.
 - 5.5.5. **Accessing or modifying the source code** of the CarX Store in any way.
 - 5.5.6. **Creating similar software products** and/or services using the CarX Store and its elements, performing reverse engineering, decompiling, or otherwise copying or modifying the CarX Store as a whole or in parts.
 - 5.5.7. **Violating the law**, including encouraging, committing, or facilitating any illegal (e.g., fraudulent) activities that may result in false payments on the CarX Store, as well as using the CarX Store in a way that violates any applicable laws, regulations, or the Agreement.
- 5.6. **Rewards.** The CarX Store may provide privileges, gifts, or rewards for Users performing certain actions (such as registering on the CarX Store, purchasing In-Game Objects, viewing advertisements, etc.).
- You understand and agree that these privileges, gifts, or rewards are not gambling, games for money, contests, or bets and are provided by us solely to reward you for performing certain actions.
- We reserve the right, at our discretion, to add, remove, or modify privileges, gifts, or rewards at any time, as well as requirements for the actions that they are provided for. This does not warrant the provision of privileges, gifts, or rewards to every User and remains the exclusive right of CarX Technologies.
- 5.7. **Promotional events.** If we decide to hold a contest, game, lottery, or other similar event, conditioned upon the purchase of our Games or other goods (promotional event), we will develop the relevant regulation for such an event.

6. Terms of Payments and Refunds

- 6.1. **User representations.** Purchase of Games, Subscriptions and In-Game Objects is made at the User's own discretion.
- All purchases made using the User's Device (if you provide our Support Service with information to that effect it) are deemed to be made by you personally, regardless of who initiated the purchase using the Device.
- CarX Technologies encourages you to set a password for in-game purchases in your Device settings to avoid "accidental" purchases.
- 6.2. **Authorized refunds.** Refunds cannot be made directly by CarX Technologies. To request a refund for the purchase of In-Game Objects or a Subscription, the User should contact the Platforms or payment services depending on where the purchase was made.
- 6.2.1. **Purchase on the Platforms.** CarX Technologies does not administer the monetary transactions of the Platforms. All purchases are made through the payment instruments of the Platforms and are subject to the terms of the Platforms.

6.2.2. Purchase on the CarX Store. All purchases in the CarX Store are made through payment system operators (payment services) and are subject to their terms. Please contact the Platform or such payment service for a refund.

6.3. Exchange rate. The CarX Store or other resources may indicate the price in different currencies. You, as a User, agree that when paying through certain payment systems, their operators may apply an exchange rate that differs from the rate of CarX Technologies.

Therefore, when paying, you accept and agree to the final cost of the Game and/or In-Game Objects.

6.4. Additional fees. Please note that in certain cases, payment system operators (payment services) may charge their own fees in addition to the cost of Games, Subscriptions, and In-Game Objects.

6.5. Consequences of refunds. If you have contacted the Platform or payment service operator and received a refund for purchases, CarX Technologies reserves the right, at its sole discretion, to:

- remove from your Account the In-Game Objects purchased with the refunded amount;
- terminate the Subscription;
- suspend access to your Account and/or the Game if refunds, in our opinion, occur regularly and/or for fraudulent purposes.

7. Penalties for violation of the Agreement

7.1. List of Penalties. You agree that your use of the Products must comply with the Agreement. In addition to other consequences provided for in the Agreement, we may apply to you, among other things, the following sanctions:

- **remove User-Generated Content** that violates the terms of the Agreement;
- **temporarily or permanently suspend access** to all or some Accounts and other accounts, Games and/or their functions;
- **change and/or remove any In-Game Objects** (including in-game currency, stickers, liveries, etc.) that may be associated with your Account;
- **reset and/or change your game progress** and (or) any of your game advantages and (or) privileges.

Penalties may be imposed without prior notice.

7.2. Terms of penalties. The decision on the application and duration of penalties will be made by us at our sole discretion.

7.3. Support Service. To find out the reasons and duration of the imposed penalties, please contact the Support Service by email support@carx-tech.com or via a special [form](#) on the CarX Store.

7.4. Law enforcement agencies. If your actions contain signs of an offense or elements of a crime, CarX Technologies may transfer the relevant information to law enforcement agencies.

8. Rules of the Support Service

8.1. Methods of submitting requests. To contact the Support Service, Users can use email or a special [form](#) on the CarX Store.

- 8.2. Personal data.** The Support Service employees process your personal data under the terms of the Privacy Policy. If you have a question regarding the processing of personal data or you want to revoke your consent to their processing, the Support Service will be glad to help you.
- 8.3. Authority of the Support Service.** The Support Service registers and reviews User requests, provides advisory and technical assistance on issues related to Account maintenance, security, game mechanics, payments, and handling User complaints and suggestions. The Support Service may also to apply to Users the measures of responsibility and penalties provided for by the Agreement, in particular upon identifying illegal actions, violation of the terms and restrictions of the Agreement, including, but not limited to, those in clause 8.4.
- 8.4. Rules of requesting.** When contacting the Support Service, Users must:
- 8.4.1. Avoid insults,** as well as threats, provocations, spam, fraud and other unfair actions.
 - 8.4.2. Provide complete and accurate information** about their issue so that the Support Service can respond quickly and effectively.
 - 8.4.3. Formulate the request in an understandable form** so that the Support Service can correctly understand the essence of the issue and offer the most suitable solution.
- The rules set out in this section are not exhaustive and may not cover all possible violations. Therefore, the decision to impose sanctions on Users is solely at the discretion of the Support Service.
- 8.5. Denial of support.** We reserve the right not to respond to User requests if they are written in an aggressive, provocative and (or) other unacceptable form.
- We may also block access to various functions of the Game and/or the User's account. We take such measures to ensure order and protect the interests of other Users and Support Service staff.
- 8.6. Appealing Support Service decisions.** You have the right to appeal decisions made by the Support Service if you consider them unfair or incorrect.
- To do this, you must submit a request to the Support Service with an explanation of the reason for your disagreement. Requests will be reviewed carefully and fairly, and based on the results of the review you will receive a response explaining the decision.
- 8.7. Protection from other Users' actions.** Users affected by unfair actions of other Users (violation of the Agreement, offensive or aggressive behavior, etc.) have the right to protection.
- To do this, contact the Support Service and provide evidence of the User's violation of your rights, the terms of the Agreement, or the rights of third parties.
- 8.8. Account deletion.** You can delete your Account and/or CarX Store account at any time by contacting the Support Service by email support@carx-tech.com or by filling out a special [form](#) on the CarX Store.

9. General Rules for Holding eSports Tournaments

- 9.1. General.** eSports tournaments (or series of tournaments) in relation to the Games may be organized either by CarX Technologies or by third parties. Third party tournament organizers are required to comply with the Agreement.
- 9.2. Unofficial tournaments.** Tournaments may be held without the 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 the prior written consent of CarX Technologies cannot be considered “official” tournaments for the Games and cannot receive official support from CarX Technologies, nor use the intellectual property of CarX Technologies, including but not limited to trademarks, logos, names and other designations of the Games.

Organizers of unofficial tournaments are prohibited from taking actions that may mislead participants and any other third parties regarding the unofficial status of the tournament and the availability of support from CarX Technologies.

CarX Technologies is not responsible for any actions of organizers of unofficial tournaments held without prior written consent of CarX Technologies.

9.3. Official tournaments. Upon receipt of written consent from CarX Technologies, the tournament organizer is granted a revocable, royalty-free, non-exclusive license to use the Games within the country where the tournament is held and for the duration of the tournament, strictly within the scope and purpose the tournament.

9.4. Tournament rules. The tournament organizer must independently develop the tournament rules, including the rules of banning, payment of cash prizes (if any), technical requirements, and other necessary conditions and agree them with CarX Technologies before the tournament begins.

The tournament organizer is responsible for ensuring that participants and commentators of the tournament broadcasts comply with the following rules and requirements:

9.4.1. Minimum age of participants. Tournament participants must meet the minimum age requirement in the tournament permitted by applicable law and, if necessary, obtain consent from the participants’ legal representatives.

9.4.2. Licensed versions. Tournament participants are required to use only licensed versions of the Games.

9.4.3. Cheats. Participants are prohibited from creating and/or using in the Games, including as part of participation in tournaments, any cheats, bots, other programs, technical and/or other means that can alter the gameplay.

9.4.4. Device specifications and system requirements. Tournament participants are required to use Devices with specifications higher than the minimum system requirements set for specific CarX Technologies Games as described on the respective Game pages on the Platforms.

9.4.5. Name. The names of the racing cars used by tournament participants must match the names of the cars used in the Game. For identification purposes, the use of pilot numbers and car colors is allowed.

9.5. Prohibitions. Tournament participants are prohibited from, under penalty of disqualification:

9.5.1. Violating the rules of the Agreement, including the code of conduct in the Games.

9.5.2. Making negative comments or remarks about the Games, CarX Technologies, its partners and employees, other Users, the gaming industry, and games from other developers.

9.5.3. Engaging in illegal activities: using the tournament to organize fraudulent and/or other illegal activities unrelated to eSports.

9.5.4. Intentionally providing or attempting to provide false information to CarX Technologies or the tournament organizer about their age, or providing or attempting to provide invalid consent from a legal representative.

9.5.5. Using “Superuser” rights (Root rights) on the Device, participating in a match from the Device with such rights enabled.

The prohibitions listed in this section are not exhaustive and may not cover all possible violations. Therefore, the decision to disqualify a participant is at the discretion of the tournament organizer or CarX Technologies.

- 9.6. **Employee participation prohibition.** Employees of the tournament organizer or sponsor (and any of their subsidiaries) holding the current tournament are not allowed to register as participants, unless otherwise specified by the tournament rules.
- 9.7. **Personal data.** The organizer must ensure that they obtain legal consents for the processing of personal data from tournament participants or their legal representatives and provide such consents to CarX Technologies within **3 working days** after the tournament ends.
- 9.8. **Compliance monitoring.** In case of any violations of the above rules and/or the Agreement by participants, the tournament organizer is required to prevent admission of such participants to the tournament, and if the violation occurs after admission, to disqualify, i.e. exclude the violating participant from the tournament.
- 9.9. **Sponsorship requirements.** Tournament organizers, participants and teams are prohibited from receiving sponsorship support from entities involved in illegal activities, alcohol, tobacco or drug use, pornography or any other activity targeted exclusively at adults.
- 9.10. **Tax agent.** The tournament organizer is required to act as a tax agent when awarding cash prizes, if permitted by applicable law.
- 9.11. **Revocation of official status.** If a tournament organizer untimely or improperly performs their obligations, engages in or attempts fraud, or violates the rules of the Agreement, CarX Technologies reserves the right to revoke official status of such a tournament at any time, and deprive the organizer of the opportunity to host future tournaments and receive support from CarX Technologies.

Any decision made does not preclude CarX Technologies from recovering additional compensation from the organizer or other liable parties for any incurred losses, including lost profits, and/or pursuing other legal remedies.

10. CARX TECHNOLOGIES' DISCLAIMER

- 10.1. **"As Is".** Our Games are complex multimedia products that have taken many hours of development. Nevertheless, any product of this level may encounter technical difficulties.

IN THIS REGARD, THE PRODUCTS AND ALL COMPONENTS CONTAINED THEREIN ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND CARX TECHNOLOGIES MAKES NO WARRANTY OR REPRESENTATION THAT THEY WILL BE PROVIDED UNINTERRUPTED, TIMELY, OR FREE OF "CRASHES" OR ERRORS.

- 10.2. **Service interruption.** There may be instances where our Products, In-Game Objects, as well as third-party services used in our Products may be unavailable for technical or other reasons, including termination of the Agreement between the User and CarX Technologies.

CarX Technologies shall have no forms of responsibility for this and shall be released from all claims and demands related to the restriction of access to the Products, including claims for compensation of license fees for the rights to use the Games or In-Game Objects, except as expressly provided for by the Agreement or applicable law.

- 10.3. **Security of Account and other accounts.** CarX Technologies shall not be liable for the security of the Account created by the User and other accounts under any circumstances. The User shall independently take measures to restrict third-party access to their data.
- 10.4. **Product support.** The Products may be updated, including through supplementing and expanding their functionality, forms, nature or content without prior notice to Users. CarX

Technologies reserves the right, at their sole discretion, to discontinue (temporarily or permanently) supporting and/or providing the Products or certain elements thereof.

10.5. LIMITATION OF LIABILITY FOR DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, CARX TECHNOLOGIES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST INCOME, LOST PROFITS, LOST DATA OR OTHER INTANGIBLE LOSSES (REGARDLESS OF HOW SUCH DAMAGES ARE CLASSIFIED), ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT.

The amount payable by CarX Technologies to the User may not exceed the amount of remuneration received by CarX Technologies from the User for **3 months** preceding the date of the User's claim.

The User agrees that if there are no payments made to CarX Technologies as remuneration for using the Game during the above-mentioned period, the User's sole remedy in any disagreements with CarX Technologies is to stop using the Game and delete their Account.

10.6. Applicability of liability limitations. If the laws of your country do not allow the application of the above limitations of liability in the relationship between the User and CarX Technologies either in whole or in part, the limitations of liability will apply only to the extent permitted by applicable law.

10.7. Force majeure. CarX Technologies shall be released from liability for default on obligations due to unforeseen circumstances (force majeure), such as natural disasters, terrorism, war, riots, embargoes, epidemics, government actions, fire, floods, accidents, strikes, shortages of transport, malicious software, as well as unfair actions of third parties resulting from unauthorized access or disabling the software of CarX Technologies, Platforms or partners of CarX Technologies.

10.8. User behavior. CarX Technologies is not responsible for the behavior of Users, including without limitation in rating races, championships; for the ratings (achievements) of Users obtained using current in-game mechanics; for the ratings (achievements) of Users obtained by fraudulent means (including through cheating); for User-Generated Content.

However, if it is found that the User has gained advantages in the Game by fraudulent means, including the use of third-party programs (bots), and obtained in-game currency and items bypassing official sources of such content, CarX Technologies may take measures against such Users as provided by the Agreement.

11. User Responsibility

11.1. General. The User shall be responsible for any violation of the Agreement, including those provided for by applicable law, as well as for all consequences of such violations (including any damages that CarX Technologies and other persons may incur).

11.2. CarX Technologies takes no credit for the User-Generated Content. The User who creates and/or adds User-Generated Content to the Games is personally responsible for ensuring that the User-Generated Content complies with applicable laws. CarX Technologies has the right to block or remove the User-Generated Content that does not comply with applicable laws and the Agreement at their sole discretion.

11.3. User warranties. The User agrees to indemnify CarX Technologies, their affiliates, partners, third-party suppliers and providers, licensors, officers, directors, employees, distributors and agents from any damages, losses, liabilities, fines, bills and expenses (including legal costs and attorneys' fees) in connection with any claims or suits that **(a)** arise from any actual or alleged violation of the Agreement by the User; **(b)** arise from providing incomplete or inaccurate information; **(c)** arise from using any third-party websites or services; or **(d)**

otherwise arise from or are related to the use of the Games by the User, and agrees to compensate for damage arising from such violations.

- 11.4. Indemnification.** CarX Technologies has the right to seek compensation for damages in cases provided for in the Agreement, as well as when the User uses the Games for illegal purposes, in an illegal manner or in a manner inconsistent with the terms of the Agreement. Such damages may include, without limitation, direct, indirect, special, incidental losses and/or lost profits.

If CarX Technologies is required to respond to a third party claim, a law enforcement request or a court order (or other ruling) related to the use of the Games by the User, CarX Technologies may, at their sole discretion, demand the User to reimburse reasonable costs associated with filing a claim or request.

- 11.5. Intellectual property infringement.** We reserve the right, at our sole discretion, to bring proceedings against infringers of CarX Technologies' intellectual property rights in accordance with applicable civil, administrative and criminal laws.

12. Dispute Settlement

- 12.1. Applicable law.** The Agreement and any disputes related to the Products are subject to and shall be settled in accordance with the current laws of the Russian Federation. If the laws of your country prohibit us from applying the provisions of this clause, CarX Technologies will follow the rules established by the laws of your country.

- 12.2. Pre-Trial dispute settlement.** The parties agree to first attempt to settle disputes through negotiations. Users should contact the Support Service by email support@carx-tech.com or through a special [form](#) on the CarX Store, indicating "Pre-trial claim" in the subject line. In this case, your issue will be brought to the attention of the CarX Technologies' legal service.

The CarX Technologies' legal service will provide a written response to your request within **14 calendar days**.

- 12.3. Contractual jurisdiction.** If the dispute cannot be resolved through negotiations, you agree to the exclusive jurisdiction and venue of the court (arbitration court) located in Moscow, Russian Federation, unless otherwise provided by other applicable law.

13. Provisions Applicable to Residents of the European Union

- 13.1. Right of withdrawal.** If you are located in one of the member states of the European Union (EU), you are entitled to withdraw from any purchase within **14 calendar days** without giving reasons. To exercise your right of withdrawal, you need to inform your Platform, since CarX Technologies does not administer payments or nor does we issue refunds. You can use the following form as a sample for withdrawal:

- *Please be informed that I withdraw from the contract for the following: [INSERT ORDER ID, OBJECT]*
- *Ordered on [INSERT DATE] / received on [INSERT DATE]*
- *User name*
- *User email address*
- *Date of appeal.*

To timely exercise the right of withdrawal, you must contact the Platform before the right of withdrawal expires. In case you exercise the statutory right of withdrawal, you will be refunded without undue delay and, in any case, no later than **14 calendar days** from the day the Platform is informed of your decision to withdraw.

- 13.2. CarX Technologies' liability.** In accordance with EU law, CarX Technologies is liable in accordance with the law in cases of (a) willful misconduct; (b) gross negligence; (c) breach of applicable product liability laws.

Given this, CarX Technologies may only be liable for a breach of a material contractual obligation under the Agreement, the breach of which would jeopardize the purpose of the Agreement. In such a case, CarX Technologies' liability is limited to the usual and foreseeable damages in such situations. In any other circumstances, CarX Technologies shall not be liable for acts committed through negligence.

- 13.3. ODR Platform.** The User agrees that any disputes arising in connection with or in any way related to the Products may be settled through negotiations or by means of the European Online Dispute Resolution Platform (the "**ODR Platform**").

The ODR Platform is specifically designed to assist consumers who purchase goods or services online and encounter issues in the context of such online purchases, and allowing for the resolution of contractual disputes through an alternative dispute resolution (**ADR**) procedure online at <https://webgate.ec.europa.eu/odr/>.

Should it be impossible to resolve a dispute through negotiations, or to approve a settlement agreement, or to resolve the dispute through the ADR, you may file a statement of claim as per general procedure in accordance with the terms of the Agreement.

14. Effect of the Agreement

- 14.1. General terms.** The Agreement applies to all Products on all Platforms without territorial restrictions and regardless of the method of distribution of the Games on the Platforms (where the Platform may act as a licensee or agent of CarX Technologies).
- 14.2. Platform-licensee.** If the Platform acts as a licensee of CarX Technologies and independently provides a license for the Game to end users, the terms of the Agreement shall apply in so far as this is not regulated by the license agreement or rules of the Platform.
- 14.3. Platform-agent.** If the Platform provides a license for the Game to end users on behalf of CarX Technologies, then the license agreement or rules of the Platform shall apply only in so far as it concerns the services and licenses provided by the Platform.

15. Amendments

- 15.1. Current version of the Agreement.** The current version of the Agreement is posted at https://carx-online.com/uploads/userfiles/EULA_CarX_RUS.pdf and <https://carx-store.com/ru/agreement>.

Over time, CarX Technologies may amend the Agreement unilaterally, in particular to comply with the latest changes in applicable law and judicial practice. All changes take effect upon publication on the above pages, unless another date is specified in the text of the changes.

CarX Technologies will make every effort to organize additional ways of notifying Users of any changes made to the Agreement, but we ask you to regularly check for the latest version of the Agreement on the Website or CarX Store.

- 15.2. Consent to changes in the Agreement.** By continuing to use our Products after we make changes, you confirm that you have read and agree to the changes fully and unconditionally. If you do not agree to the changes, even partially, you must immediately stop using our Products.

16. Termination of the Agreement

- 16.1. Termination by CarX Technologies.** CarX Technologies may, acting unilaterally and out of court, repudiate the Agreement at any time and restrict the User's access to the Products and any parts thereof, including In-Game Objects, if the User violates any of the terms of the Agreement.

In addition, CarX Technologies may decide to terminate and/or temporarily suspend the User's access to the Games or support for a specific Game at their sole discretion. This will lead to automatic termination of the Agreement, of which we may notify Users separately.

In all cases of termination of the Agreement, CarX Technologies will not provide the User with a refund, including but not limited to, for purchases of Games, Subscriptions, In-Game Objects, and will not compensate the User for any losses or damages.

- 16.2. Termination by the User.** The User may, acting unilaterally and out of court, repudiate the Agreement at any time without a notice to CarX Technologies by deleting the Game from the Device or by ceasing to use our Products.

In these cases, access to the Products and any parts thereof, including In-Game Objects, may be restricted by us without the right to restore.

Unilateral termination of the Agreement by the User shall not release them from liability for violations of the Agreement committed throughout the term thereof.

17. Final Provisions

- 17.1. Term and conclusion of the Agreement.** The Agreement shall take effect upon acceptance of its terms by the User and shall remain in force until the Agreement is terminated for any reason. Clauses 7, 10, 12, 13 and 17 shall survive termination.
- 17.2. Intellectual property.** CarX Technologies and their affiliates and partners own and have legal protection of all intellectual property rights to the Products including, but not limited to, In-Game Objects, video and audio materials, computer code, names, characters, slogans, locations, illustrations, graphics, animation, musical compositions, audiovisual effects, text, screen images, trademarks, logos, other related documentation and other included content.
- 17.3. Severability.** If one or more provisions of the Agreement are adjudicated invalid by a final and binding court decision on a dispute between the User and CarX Technologies, the remaining provisions of the Agreement will remain in force for the User and CarX Technologies.
- 17.4. Titles.** Any titles of sections, clauses and sub-clauses have no legal force and are used only to facilitate navigation and ease reading of the Agreement.
- 17.5. Assignment.** CarX Technologies may transfer (assign) any or all the rights and/or obligations contained in the Agreement in whole or in part to any third party. You may not assign (transfer) any or all the rights and/or obligations contained in the Agreement in whole or in part to any third party.
- 17.6. Waiver.** If CarX Technologies is unable to timely ensure strict adherence to the terms of the Agreement, this should in no way be interpreted as a waiver of CarX Technologies' rights under the Agreement, including with respect to past or future obligations.