

## Terms of Use

The Terms of Use has been updated on **April 2, 2021**

Please read these Terms of Use (hereinafter — **‘Terms’**) carefully. By accessing <https://phoenix-hack.org/> and/or using the Services provided by the Site, you agree to these Terms and our [Privacy Policy](#).

‘PHOENIX HACK’ is a project, operated by the individual entrepreneur Kirill Avsievich who is registered under the laws of the Russian Federation (hereinafter - **‘we’**, **‘us’**, **‘our’**, **‘PHOENIX’**).

These Terms of Use create a legally binding agreement between PHOENIX and its users (hereinafter — **‘You’**, **‘User’**). If You do not accept these Terms of Use, You shall refrain from using the Service.

By registering on <https://phoenix-hack.org/> using a special application or contacting us by any other available means of communication, you agree to the following:

### 1. DEFINITIONS

1.1. For the purposes of the Terms, the following definitions shall be used:

1.1.1. **‘Application’** means a formal written request for our Service as used on the Website.

1.1.2. **‘Intellectual Property Rights’** means any intellectual property created as a result of the provision of Services. Such objects include: scripts, source code, object code, and other readable and computer-readable code, libraries and other software components, text, audio, graphics, visual, and other content (including design website and software interface) which are not protected by copyright, trademarks, service marks, trade names, utility models, industrial designs, trade secrets, know-how, databases, patents and geographical indications.

1.1.3. **‘Service’** means any and all services offered by us, including but not limited to software for gamers, news, and entertainment related to modding games via our Website.

1.1.4. **‘Website’** means a set of data and information about the Service available on the <https://phoenix-hack.org/>.

## **2. SUBJECT MATTER OF THE TERMS**

- 2.1. This document is the official public offer addressed to an indefinite scope of persons for the purpose of entering into an agreement under the Terms of Use stipulated below. If You wish to use the Service, You need to read, understand and accept these Terms of Use.
- 2.2. The User agrees that the Website and the Services are complex intellectual property assets and that any posted content shall become an integral part of these assets.
- 2.3. Nothing in the Terms shall be construed to constitute an agency, partnership, joint venture, or other similar relationship between the User and PHOENIX.

## **3. COMMUNICATION**

- 3.1. You may fulfill and submit an Application. After the Application is submitted, we will provide You with a link that allows You to use our Services.
- 3.2. Submitting the Application does not obligate You or us to conclude any agreement and be involved in any relations but the stated in the Privacy Policy. We have inalienable right to ignore, reject the Application without any explanations.

## **4. ACCESS TO THE WEBSITE**

- 4.1. The Website and Services are available for **twenty-four (24) hours** a day, **seven (7)** days a week, except for planned down-time for maintenance. In any event, we do not warrant that the Website and Services will be at all times available.
- 4.2. We do not warrant that Your computer, tablet, and/or smartphone will be able to access and/or support the Website.
- 4.3. We reserve the right to refuse to provide access to the Website and/or the Services for any reason at any time at our sole discretion.

## **5. USER ACCOUNT TERMS**

- 5.1. The User may register via an online registration form to create a User account, (hereinafter, the '**Account**'). The Account provides the opportunity to receive information from us and/or to participate in certain features of the Website and the Services.
- 5.2. By registering with us, You represent and warrant that all information You provide on the registration form is current, complete and accurate to the best of Your knowledge.

- 5.3. You agree to maintain and promptly update Your registration information on the Website so that it remains current, complete and accurate.
- 5.4. During the registration process, You may be required to choose a password. You acknowledge and agree that we may rely on this password to identify You.
- 5.5. You are responsible for all use of Your Account, regardless of whether You authorized such access or use, and for ensuring that all use of Your Account complies fully with the provisions of these Terms of Use.
- 5.6. You agree You shall not have no more than **one (1)** Account. You shall not sell, trade or transfer that Account to any other person or entity.
- 5.7. You may refuse the use of the Services and the Account at any time by sending us an email to [aquell@yandex.ru](mailto:aquell@yandex.ru).
- 5.8. We shall have the right to monitor Your Account in our sole and exclusive discretion.

## 6. USE OF THE WEBSITE


- 6.1. You may not use any 'deep-link', 'page-scrape', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any its content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. PHOENIX reserves the right to bar any such activity.
- 6.2. You may not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website, or to any of the Services, by hacking, password 'mining' or any other illegitimate means.
- 6.3. You may not probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User to the Website, to its source, or exploit the Website or any Service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website.
- 6.4. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.

- 6.5. You may not use the Website for any purpose that is unlawful or prohibited by these Terms, or to solicit the performance of any illegal activity or other activity which infringes our rights or the rights of others.
- 6.6. You may not use the Website or our Services to:
  - 6.6.1. violate any international, governmental, federal, provincial or state regulations, rules, laws, or local ordinances;
  - 6.6.2. to infringe upon or violate our Intellectual Property Rights or the intellectual property rights of others;
  - 6.6.3. to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
  - 6.6.4. to submit false or misleading information;
  - 6.6.5. spam, phish, pharm, pretext, spider, crawl, or scrape;
  - 6.6.6. for any obscene or immoral purpose.
- 6.7. The Website and/or Services may contain the ability to communicate with other Users through one or more platforms, comments sections, discussion forums, Websites, landing pages, social media outlets and/or other interactive features, (hereinafter '**Interactive Areas**') in which Users and Third Parties may communicate. By participating in Interactive Areas, You agree and acknowledge that You **shall not**:
  - 6.7.1. upload, distribute or otherwise publish to the Website and/or the Services any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material;
  - 6.7.2. threaten or verbally abuse other Users, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages or 'spam';
  - 6.7.3. use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc.;
  - 6.7.4. personally attack another User. Personal attacks are a direct violation of these Terms of Use and are grounds for immediate and permanent suspension of access to all or part of the Interactive Areas and use of the Website and/or the Services;
  - 6.7.5. use the Interactive Areas to distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or Services;
  - 6.7.6. interfere with any other User's right to privacy, including by harvesting or collecting personally-identifiable information about other Users of our Interactive Areas or posting private information about a Third Party;

- 6.7.7. upload, post or otherwise transmit any content, software or other materials which contain a virus or other harmful or disruptive component;
- 6.7.8. facilitate or encourage any violations of these Terms of Use or our policies.
- 6.8. Users agree further and acknowledge that any profile they create may be edited, removed, modified, published, transmitted, and displayed by us, and they waive any rights they may have in having the material altered or changed in a manner not agreeable to them.
- 6.9. We reserve the right to terminate Your use of the Website and/or the Services for violating any of the prohibited uses or for any other reason at its sole and exclusive decision.

## 7. FEES AND REFUND POLICIES

- 7.1. Use of the Website is free; however, some Services may be subject to fees. These fees, including all applicable taxes and additional charges, are set forth at the Website. More information about our fees may be found by clicking to a chosen game.
- 7.2. The fees are set forth on a subscription basis to access the modding games (hereinafter, the '**Subscription**') on the Website. The Subscription is paid for a period of time selected by the User from **one (1) to thirty (30) days**.
- 7.3. You can choose the available payment method to pay for a Subscription or other Services subject to fees.
- 7.4. All our supported payment methods rely on third-party providers to process your transactions. These providers might charge extra fees, as well as enforce rules about what products you can buy using their service.
- 7.5. When you use a payment method, check with the company providing the service to make sure you understand their rules. To allow you different payment methods, we cooperate with the following payment providers:

- 7.5.1.  **МЕГАФОН** [Megafon](https://moscow.megafon.ru/download/~federal/oferts/oferta_m_platezhi.pdf). Please, read their terms of services before using its services. The terms of services are available at [https://moscow.megafon.ru/download/~federal/oferts/oferta\\_m\\_platezhi.pdf](https://moscow.megafon.ru/download/~federal/oferts/oferta_m_platezhi.pdf). Its support centre is available at [https://moscow.megafon.ru/help/?\\_ga=2.157785210.1192600050.1619013687-1708460312.1619013687](https://moscow.megafon.ru/help/?_ga=2.157785210.1192600050.1619013687-1708460312.1619013687).



7.5.2. [MTS](#). Please, read their terms of services before using its services. The terms of services are available at [http://static.mts.ru/uploadmsk/contents/1655/soglashenie\\_easy\\_pay.pdf](http://static.mts.ru/uploadmsk/contents/1655/soglashenie_easy_pay.pdf). Its support centre is available at <https://www.mts.by/help/mobilnaya-svyaz/obslyuzhivanie-abonentov/kontakty/>.



7.5.3. [Tele2](#). Please, read their terms of services before using its services. The terms of services are available at <https://tele2.ru/api/media/content?contentId=m2790006>. Its support centre is available at <https://msk.tele2.ru/help>.



7.5.4. [IPayTotal](#). More information is available <https://ipaytotal.com/documentation/>.



7.5.5. [PayMaster](#). More information is available <https://info.paymaster.ru/>.

7.6. When placing an order, select the correct payment method from the list of payment methods. Depending on the payment provider you choose, to make a payment, you have to:

7.6.1. Create a payment request.

7.6.2. Enter your country and payment amount.

7.6.3. Enter the payer's information (the details of the account or card holder, phone number, e-mail).

7.6.4. Review and confirm your information.

7.6.5. For credit card payments: enter your card details.

7.7. In case we cannot provide the User with the paid Service due to our fault, the User is entitled to refund. To get a refund the User shall make an individual request for refund addressing it to us by any available means of communication.

7.8. Except as set forth herein, no refunds shall be granted for any reason whatsoever, including for pre-paid Services where said Services were not used in full. Refunds may take up to thirty (30) calendar days to process.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. By these Terms You are entitled for access to and use of the Website and/or the Services. In any event You are not granted a license to any software or other product received with the Services rendering.
- 8.2. The Website and Services belong to us and are the property of us or our licensors (if any). We retain all ownership rights in the Website and Services.
- 8.3. Furthermore, all material (hereinafter '**Materials**') displayed or transmitted on this Website and/or Services, including but not limited to application programming interface, text, photographs, images, illustrations, video clips, audio clips, graphics, computer codes are owned by PHOENIX.
- 8.4. Except as provided, You may not copy, reproduce, publish, transmit, transfer, sell, rent, modify, create derivative works from, distribute, repost, perform, display, or in any way commercially exploit the Materials carried on the Website or transferred to You via Service rendering.
- 8.5. You shall be restricted from Intellectual Property Rights infringe. You may not remove or alter, nor cause to be removed or altered, any copyright, trademark, or other proprietary notices or visual marks and logos from the Materials.
- 8.6. You may make a single print copy of any Materials provided by us on this Website and/or Services for personal, non-commercial use only, provided that You do not remove or cause to be removed any copyright, trademarks, or other proprietary notices or visual marks or logos from the Material.
- 8.7. You acquire no rights or license whatsoever in the Materials other than the limited rights to use the site in accordance with these Terms. Any of the Materials accessed or downloaded from this site must be accessed or downloaded in accordance with the Terms of Use.
- 8.8. In addition to Submissions, You may have the opportunity to provide reviews, suggestions, ideas, and feedback, (hereinafter, collectively, '**Feedback**'). Should You provide such Feedback You grant us sole ownership of the same, which includes without limitation the right for us or any Third Party we designate, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed. All such Feedback shall be treated as non-confidential.

## 9. **DISCLAIMER**

- 9.1. We may, in our sole discretion, limit or cancel an Account for any reason whatsoever. In the event that we make a change to or cancel an Account, we may attempt to notify You by contacting the email provided at the time Your Account was created; however, the failure to do so shall not result in any liability, including liability for lost data deleted as a result of the Account termination.
- 9.2. You agree that use of the Website and the Services is at Your sole risk. Neither us nor our affiliates nor any respective employees, agents, third-party content providers or licensors warrant that the use of the Website and/or the Services shall be uninterrupted or error free; nor do we make any warranty as to the results that may be obtained from use of the Website and/or the Services or as to the accuracy, completeness, timeliness or reliability of the Website and/or the Services.
- 9.3. Any downloadable software, products or other materials, without limitation, is provided on an 'as is' basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose against infringement, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these Terms. We make no warranties of any kind, either express or implied, including but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose against infringement, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these terms and conditions.
- 9.4. Phoenix is not liable to You or anyone else for any loss or damages whatsoever, including but not limited to any direct, indirect, special, consequential, incidental, punitive, or other damages, including but not limited to exemplary, reliance, or consequential damages, loss of profits, bodily injury, death, property damage, reputational harm, or loss of information or data, arising out of or related to the use of or inability to use the Website and/or the Services.
- 9.5. We disclaim any and all liability of any kind for any unauthorized access to or use of Your personally-identifiable information. By utilizing the Website and/or the Services You acknowledge and agree to our disclaimer of any such liability. **If You do not agree, You should not access or otherwise utilize the Website.**
- 9.6. Your sole and exclusive right and remedy in case of dissatisfaction with the Website and/or the Services or any other grievance, shall be Your discontinuation of access to or utilization of the Website and/or the Services.
- 9.7. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to certain Users.
- 9.8. The above limitations shall survive these Terms and endure to the benefit of us.



## **10. ACCEPTANCE OF OFFER AND EFFECTIVE PERIOD OF THE TERMS**

- 10.1.** By completing the Application to register You acknowledge that You are fully aware of the provisions of the Terms and accept all of them in full without any exemptions or limitations whatsoever.
- 10.2.** Acceptance of the Terms is equivalent to the conclusion of a bilateral written agreement between the User and PHOENIX.
- 10.3.** The Terms between the User and PHOENIX shall be deemed concluded and effective from the moment of the from the moment of filling out the Application on the Website and acceptance of the Terms. The Terms are valid for the duration of the User's use of the Service.
- 10.4.** We are not responsible if information made available on the Website and/or the Services is not accurate, complete or current. You acknowledge that the Website and the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.
- 10.5.** We may modify the Terms from time to time to reflect changes in market conditions affecting our business, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system. If we do so we may notify You by email to the email address You have provided us with, however we are not obliged to, and such modification shall be effective upon our posting of the revised Terms on the Website. You agree to be bound by and changes to these Terms when You use our Website and Services after any such modification is posted on the Website. It is therefore important that You review the Terms regularly to ensure You are updated as to any changes.
- 10.6.** We may modify, add to, suspend, or delete any aspect of this Website or Service offered by us, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being immediately effective. Such modifications, additions or deletions may include but are not limited to content offered, hours of availability, and equipment needed for access or use.

## **11. DISPUTE RESOLUTION**

- 11.1.** If there is a dispute, You and we are obligated to settle it through peaceful negotiations within **60 (sixty) days**.
- 11.2.** Dispute (s) regarding a breach of obligations are sent in writing with the attachment of documents confirming the claim. It shall be sent to our e-mail address indicated above.

- 11.3. If such dispute(s) is/are not resolved by negotiations, any dispute(s) arising out of or in connection with the Terms shall be referred to and finally resolved by arbitration under the [Moscow Arbitration Court](#).
- 11.4. The number of arbitrators shall be one.
- 11.5. The seat or legal place of arbitration shall be Moscow, the Russian Federation.
- 11.6. The language to be used in the arbitral proceedings shall be Russian.

## 12. FINAL PROVISIONS

- 12.1. **Authority.** The User represents and warrants that it has full power and authority to enter into these Terms.
- 12.2. **Severability.** In the event that one or more provisions of the Terms are for any reason invalid, unenforceable, such invalidity does not affect the validity of any other provision of the Terms, which remains in force.
- 12.3. **Governing law.** In all other respects that are not provided for by the Provisions of the Terms, PHOENIX and the User are guided by the current legislation of the Russian Federation, applicable international law and the established fair business practice.
- 12.4. **Force Majeure.** We shall not be responsible for the breach of obligations established in the Terms, if such breach is caused by war (declared), fires, floods, earthquakes, storms and/or other.
- 12.5. **Waiver.** The failure to exercise any right provided in these Terms shall not be a waiver of prior or subsequent rights. The rights and remedies provided are cumulative and not exclusive of any rights and remedies provided by law.
- 12.6. **Updates.** From time to time, we may update these Terms of Use, so we encourage you to review them often.

**In case You have any questions regarding the Terms of Use – Contact us via [aquell@yandex.ru](mailto:aquell@yandex.ru)!**

**Individual Entrepreneur**

**Kirill Avsievich**

Registration Number: 320246800068619