



Terms of service

This User Agreement (hereinafter referred to as the Agreement) is an agreement between any individual (hereinafter referred to as the User), who expresses their consent to the terms of this Agreement by performing actions aimed at using the Service, and the individual Nikita Dervishov (hereinafter referred to as the Administration). The User's actions aimed at using the Service are considered as the unconditional acceptance (acceptance) of this Agreement, according to Article 1326 of the Italian Civil Code (Codice Civile Italiano). This Agreement, along with other additional terms and rules related to the use of the Service and provided on the Service's website, contains terms and conditions that apply to each User of the Service. By using the Service, the User expresses their consent to these terms. If the User does not agree with any of the terms, they must stop using the Service.

1. TERMS AND DEFINITIONS

1.1. The Parties have agreed that the following terms and definitions for the purposes of this Agreement will have the following meaning:

«**Administration**» – individual entrepreneur Nikita Dervishov, the owner and holder of exclusive rights to the Service and the website.

«**User**» – any individual who has agreed to the terms of this Agreement by performing actions aimed at using the Service (for example, visiting the Service website, registration, reviewing information on the Service website, etc.).

«**Service**» – a computer program (software) called "nexonix," designed to perform actions aimed at obtaining advantages in the gameplay of computer games. The Service includes the software code, databases, information, texts, graphical elements, design, images, photos, audio and video materials, and other intellectual property results. The exclusive rights to the Service and its components belong to the Administration as the right holder or licensee under the law, contract, or other agreement.

«**Purpose of the Service**» – performing actions aimed at obtaining advantages in the gameplay of computer games.

«Website», «Site» – a collection of computer programs (software) and information processed with their help, representing the website available at <https://nexonix.io>, which allows after authorization in the Account to manage certain online features of the Service, pay for the use of the Service, and view information about the use of the Service, including User documentation.

«User Documentation» – instructions and informational materials explaining the procedure for using the Service by the User.

«Rates» – the cost of using the Service posted on the website at <https://nexonix.io>, which is an integral part of this Agreement.

«Registration» – the procedure during which the User provides accurate data about themselves in the form approved by the Administration, as well as creates a username and password. Registration is considered complete only after the User successfully completes all its steps, including activating the Account through a unique code sent to the phone number provided by the User. Instead of registration, the Service may offer to perform initial authorization using a third-party web service, resulting in the transfer of a token to the Administration, which identifies the User.

«Account», «Personal Account», «Profile» – a set of records in the Administration's database that identifies the User with the login and password provided by them during registration and allows managing the Service settings and available services through the Service. The Account is common for both the Service and the website.

«User Registration Data» – data voluntarily provided or uploaded by the User during Registration and further use of the Service. This data is stored in the Administration's database and is used exclusively in accordance with this Agreement and applicable EU and international legislation.

«Authorization» – the procedure in which the User enters their username and password into the designated fields in the Service's interface or third-party web service for identification, the transfer of a token to the Administration, and verification of the User's rights to access the Account and full Service functionality.

«Token» – a unique set of characters identifying the User in third-party web service accounts (social networks, Google Play, Apple AppStore, Steam, etc.). The token allows for authorized connection to the Service using third-party web service authorization.

«Terms of Use» – a collection of agreements between the User and the Administration, including this Agreement, additional terms, and rules that govern the use of the Service, as well as other agreements that specifically mention they are part of the Terms of Use of the Service.

«Personal Data» – any information relating to an identified or identifiable individual based on such information, including their last name, first name, patronymic, year, month, day, and place of birth, address, email, phone number, family, social, property status, education, profession, income, and other information.

«Statistics» – information about the use of the Service, as well as viewing and/or using specific elements of the Service (windows, dialogs, interactive elements, web pages, frames, content, etc.), collected using counters, cookies, web beacons, and other similar technologies.

«Counter» – a part of the Service, a computer program that uses a code fragment responsible for collecting statistical and personal data about the use of the Service. The Administration may use counters of its own development or provided by third parties under a limited license (license agreement), such as Google Analytics, Yandex.Metrics, Google Firebase, Luarmor, and other similar counters. Counters collect personal data in an anonymized form.

«IP Address» – a number from the data transmission network resource, built on the basis of the IP protocol (RFC 791), uniquely identifying the subscriber terminal (computer, smartphone, tablet, other device) or communication means, part of the information system, and belonging to the User when providing telematic services, including internet access.

«HTTP Header» – a string in an HTTP message containing a name-value pair separated by a colon. The format of HTTP headers follows the common format of ARPA text network message headers, described in RFC 822.

«Cache» – intermediate data storage located on the User's device, which contains frequently requested data from the Service website, allowing much faster access to these data compared to fetching them from the remote source (e.g., remote server or website).

«Cookies» – a small piece of data sent by the web server and stored on the user's device where the Counter is installed. Cookies contain small text fragments and are used for storing information about browser activity. They allow storing and retrieving identification information and other data on computers, smartphones, phones, and other devices. Cookie specifications are described in RFC 2109 and RFC 2965. Other technologies, including data stored by browsers or devices, identifiers related to devices, and other software, are used for similar purposes. In this Agreement, all such technologies are referred to as cookies.

«Web Beacons» – images in electronic form (one-pixel (1×1) or empty GIF images). Web beacons help the Administration recognize certain types of information on the User's device, such as cookies, time, and date of page view, and the description of the page where the web beacon is placed.

«Messenger» – an information system and/or computer program (mobile application, web service, web application, etc.) designed and/or used to receive, transmit, deliver, and/or process electronic messages from internet users (e.g., Skype, WhatsApp, Viber, etc.).

«Checksum», «Hash Sum» – a value (sequence of characters) calculated from a set of data by applying a specific algorithm, used in this Agreement to check the integrity (authenticity) of electronic files during their transfer or storage. For the purposes of this Agreement, checksums are calculated and verified using the MD5 and SHA256 algorithms.

1.2. All other terms and definitions appearing in the text of the Agreement are interpreted by the Parties in accordance with the legislation of the European Union, the current recommendations (RFC) of international organizations for standardization in the Internet, and the established customary rules for interpreting the relevant terms in the Internet.

1.3. Terms and definitions used in this Agreement may be used both in singular and plural forms depending on the context, and the spelling of terms may be either in uppercase or lowercase letters.

1.4. The titles of headings (articles) and the structure of the Agreement are intended solely for convenience in using the text of the Agreement and have no literal legal significance.

2. SUBJECT OF THE AGREEMENT

2.1. This Agreement regulates the relationship between the User, on one side, and the Administration on the other side, regarding the granting of the right to use the Service to the User and also regulates the procedure for using the Service.

2.2. In accordance with this Agreement, the Administration grants the right to use the Service in accordance with its purpose and functionality as described in the User Documentation, including performing actions aimed at gaining advantages in the gameplay of computer games.

2.3. For the purpose of fulfilling its obligations under this Agreement, the Administration may involve third parties in the execution of the Agreement without the User's consent.

3. INTELLECTUAL PROPERTY RIGHTS TO THE SERVICE

3.1. The Service, its components, and individual parts (including but not limited to: computer programs, databases, source codes, underlying know-how, algorithms, design elements, fonts, logos, as well as text, graphic, and other materials) are objects of intellectual property protected in accordance with EU and international law, and any use thereof is permitted only with the permission of the Administration.

3.2. The Administration hereby grants the User a simple (non-exclusive), revocable, limited license to use the Service without territorial limitations, which is not transferable or assignable to third parties. This simple (non-exclusive) license is intended to enable the User to use the Service in accordance with its purpose, subject to the limitations provided in this Agreement.

3.3. The revocation of the license granted under this Agreement shall be carried out in accordance with the law for termination of a license agreement.

3.4. The right to use the Service includes the right to reproduce the Service or parts of its code on the User's device (computer, smartphone, tablet, etc.) for caching and launching with the means of the target operating system (web browsers, JIT compilers) in order to use the Service in accordance with its purpose.

3.5. The right to use the Service does not include the right to make a copy of it for archival purposes, as the Service is used in a remote (online) mode.

3.6. The use of the Service under this Agreement is permitted only on 1 (one) User device. The Administration has the right to monitor compliance with this limitation using technical protection measures.

3.7. The use of the Service under this Agreement may also have other functionality limitations specified in the Service's User Documentation.

3.8. The right granted to the User under this Agreement to use the Service includes the right to use updates to the Service both within one version (minor updates to the current release, not being a new version) and new versions of the Service (major updates – new releases that constitute a new version), if available.

3.9. The User agrees not to (including not allowing anyone else to) modify, create derivative works, deconstruct the Service into its component codes, perform reverse engineering, decompile, or otherwise attempt to obtain the source code of the Service or any part thereof, except in cases where written permission from the Administration to perform such actions is granted. Otherwise, the User is fully responsible for such actions, as stipulated in this Agreement, as well as under international and EU law.

3.10. This Agreement does not provide for the transfer of intellectual property rights owned by the Administration (or any part thereof), except for the limited license granted under this Agreement. Nothing in this Agreement constitutes a transfer of rights to intellectual property owned by the Administration or a waiver of such rights under applicable legislation.

3.11. The Service contains or may contain computer programs that are licensed (or sublicensed) to the User under a publicly available GNU license or other similar Open Source licenses, which, among other rights, allow the User to copy, modify, redistribute certain computer programs or parts thereof and access the source code. If such a license requires the provision of the source code to users receiving the computer program in the form of executable binary code (object code), the source code will be made available upon request by email to the Administration. If any open-source software license requires the Administration to provide rights to use, copy, or modify open-source software beyond the rights granted in this Agreement, such rights take precedence over the rights and restrictions specified in this Agreement.

4. GENERAL RIGHTS AND OBLIGATIONS OF THE ADMINISTRATION, WARRANTIES

4.1. The Administration guarantees that it has all legal grounds to grant the User the right to use the Service under this Agreement. All rights to the Service and its constituent components belong to the Administration or other right holders who have granted the Administration a non-exclusive license with the possibility of sublicensing, including under open licenses (LGPL, BSD, MIT, etc.).

4.2. The Administration undertakes to make all reasonable efforts to ensure the stable operation of the Service, gradually improve it, and correct any errors in the operation of the Service. However, the Service is provided to the User on an "as is" basis. This means that the Administration:

- does not guarantee the absence of errors in the operation of the Service;
- is not responsible for the uninterrupted operation of the Service and its compatibility with the User's and other people's software and technical means;
- is not responsible for any damages that arise or may arise in connection with or during the use of the Service;
- is not responsible for non-performance or improper performance of its obligations due to failures in telecommunication and energy networks, the actions of malicious programs, or dishonest actions by third parties aimed at unauthorized access and/or disabling the Administration's software and/or hardware systems.

4.3. The Administration is in no way affiliated with or otherwise connected to the operators (owners) of computer games, works independently of them, does not aim to weaken their market share or otherwise influence their market position, and does not seek to profit from their business reputation.

4.4. The Administration guarantees the User the operability of the Service provided that the User uses the latest (1-2 versions prior to the current version) and newest versions of web browsers: Mozilla Firefox, Google Chrome, Microsoft Edge, Opera (excluding all versions of Internet Explorer), as well as the current versions of Microsoft Windows operating systems (versions 10 and higher).

4.5. The Administration has the right to provide the User with access to the Service and maintain the Service in working condition. The Administration also has the right to suspend access to the Service for the time necessary to perform scheduled maintenance and recovery operations on the equipment without prior notice to the User. Additionally, the Administration has the right to suspend the User's access to the Service upon discovering that false information was provided during registration or use of the Service, as well as upon discovering the use of inappropriate language in the User's login.

4.6. The User agrees that the Administration may use the data provided by the User during registration for the purpose of conducting marketing activities related to the Service, as well as send emails and/or SMS notifications to the provided email address and/or mobile phone number, and place advertising and informational messages at its discretion in the User's restricted-access space (Account). This clause is agreed by the Parties as the User's prior consent to receive advertising in accordance with the Legislative Decree No. 206/2005 (Consumer Code), Article 130.

4.7. The Administration reserves the right to contact the User by phone, SMS, or email for the purpose of checking the quality of the Service's operation and providing critical information for the User.

4.8. The Administration reserves the right to request electronic copies of documents for User identification. The Administration is also obligated to provide accurate contact information about the User upon request by registration authorities or law enforcement agencies in accordance with the law.

4.9. The Administration reserves the right to request supporting documents from the User to verify the registration data and provided information to avoid violations of third-party intellectual property rights, fraud, and other illegal actions. The User is required to provide such documents to the Administration within 24 (twenty-four) hours from the moment of the request. During such verification, the Administration has the right to limit the User's access to the Service.

4.10. The Administration reserves the right, in case of the User's breach of the Agreement, to terminate the User's access to the Service (including by blocking access via the IP address from which the User registered or visited the Service most frequently) and delete the User's Account with all its registration data unilaterally, without notice and without indicating the reasons, as well as without any compensation or reimbursements.

4.11. The Administration reserves the right to terminate this Agreement unilaterally and without court proceedings if the User does not use the Service for 12 (twelve) consecutive calendar months and delete the Account and all registration data of the User without any notification, as well as without any compensation or reimbursements.

4.12. The Administration reserves the right to establish any rules, limits, and restrictions (technical, legal, organizational, or other) on the use of the Service and may change them at its discretion without prior notice to the User. In cases where this is not prohibited by law, such rules, limits, and restrictions may differ for different categories of Users.

4.13. The Administration undertakes to ensure the confidentiality and security of all data obtained from the User, except in cases where such disclosure occurs for reasons beyond the Administration's control, as well as in cases provided for by applicable international and EU legislation.

4.14. The Administration undertakes to provide technical support to the User in the form of written consultations, provided within 10 (ten) working days, on issues related to the functioning and use of the Service. Technical support is provided only upon the User's official request made through the methods specified in this Agreement for exchanging notifications, messages, and documents. The consultation by the Administration's specialist is provided only on issues related to the functioning and use of the Service. No consultations are provided on issues unrelated to the Service's operation.

4.15. The request is sent by the User to the email address info@nexonix.io and must include a detailed description of the problem, screenshots of the User's monitor/tablet/smartphone showing the issue, data about the operating system, equipment, and software versions (including the browser type and version) used by the User to access the Service. The Administration will review the User's request within 10 (ten) working days and send recommendations for resolving the issue by email. If the User does not follow the provided recommendations, the Administration is not responsible for the proper functioning of the Service.

4.16. The User is notified that in some cases, solving a technical problem may take more than 10 (ten) working days. In such cases, the Administration will send the User a corresponding notification to the email address provided during registration within ten days and will suspend access to the Service until the issue is resolved.

5. GENERAL RIGHTS AND OBLIGATIONS OF THE USER, WARRANTIES

5.1. The User guarantees that:

5.1.1. They are at least 18 (eighteen) years old or have reached the age of majority as defined by the jurisdiction in which they reside and are legally capable of entering into this Agreement, either on their own behalf or on behalf of a physical or legal person in whose interests they enter into this Agreement.

5.1.2. They understand that the Administration does not promote computer games in which advantages can be gained through the Service, does not attract users to acquire such computer games, does not provide advertising services, and merely provides the Service as a platform for actions performed directly by the User.

5.1.3. They understand that the Administration does not provide legal advice or recommendations regarding the legislation or requirements that apply to the User, nor regarding the User's compliance with applicable legislation and requirements.

5.1.4. The User has obtained all necessary consents and permissions under applicable legislation for the placement, transmission, and publication of personal data and/or images of physical or legal persons specified by the User as part of their personal registration data. The User agrees to comply with all applicable legal requirements and restrictions in relation to such data.

5.1.5. All information and documents provided by the User to the Administration in connection with entering into and performing this Agreement are truthful. The User has not concealed any circumstances that might negatively affect the Administration's decision regarding the validity of this Agreement and its execution.

5.1.6. The acceptance of this Agreement does not violate any rights or obligations the User has towards third parties.

5.1.7. The User is not involved in any transaction or other obligation under which they are in default or are required to fulfill obligations prematurely, or any involvement that might negatively affect the User's ability to perform their obligations under this Agreement, and of which the Administration has not been informed.

5.1.8. The User has obtained all necessary consents and permissions under applicable legislation for processing personal data and/or images of physical persons that may need to be processed during the execution of this Agreement. The User agrees to comply with all applicable legal requirements and restrictions regarding such data.

5.2. User Rights:

5.2.1. The User has the right to use the Service in ways that are not prohibited by this Agreement and applicable international and EU legislation, in accordance with its purpose and within the scope of its functionality.

5.2.2. In the event of technical problems with the Service, or if the User receives messages from email addresses with the domain *@nexonix.io that are unauthorized advertising mailings or contain prohibited materials under this Agreement, including threats or files suspected of containing viruses, or if the User discovers facts suggesting that their access to the Service has been used by someone unauthorized, the User has the right to contact the Administration to clarify the situation and take necessary measures.

5.2.3. The User has the right to contact technical support for any issues related to the Service as specified in this Agreement.

5.2.4. The User has the right to ensure the security of their personal data, to the extent that it depends on the Administration, in accordance with applicable international and EU legislation.

5.2.5. The User has the right to opt out of receiving calls, SMS messages, emails, and other informational or promotional mailings at any time by notifying the Administration or by disabling the relevant mailing in their Account.

5.3. User Obligations:

5.3.1. When using the Service, the User agrees not to violate the intellectual property rights of the Administration.

5.3.2. The User agrees not to use the Service to unlawfully gain advantages in the gameplay of computer games, in violation of user agreements, license agreements, or any other agreements regulating the use of such games by Users.

5.3.3. The User is responsible for the security of their login and password for both the Account and the web service used for authorization, keeping them out of reach of third parties and promptly changing them if they are lost or if necessary. When using the Service, the User agrees to have all the necessary permissions and authorizations from the owners of any data they use in connection with the Service, in accordance with its purpose. In particular, the User agrees to have all necessary consents and permissions required by applicable legislation for processing the personal data of physical persons that may need to be processed during the use of the Service. The User agrees to comply with all relevant legislative requirements and restrictions regarding such data.

5.3.4. The User is responsible for keeping their login and password for the Account and for any web service used for authorization secure, and for changing them promptly in case they are lost or otherwise needed. When using the Service, the User agrees to have all necessary permissions and authorizations from the owners of any data they use in connection with the Service, in particular, the necessary consents and permissions required by applicable legislation for processing personal data of physical persons that may be processed in the course of using the Service. The User agrees to comply with all relevant legislative requirements and restrictions regarding such data.

5.3.5. The User is responsible to the Administration for providing accurate and up-to-date contact and registration information about themselves when using the Service. If any of the provided data changes, the User is obligated to notify the Administration by updating their data.

5.3.6. The User agrees to never and under no circumstances use the Service for actions prohibited or restricted by international and EU legislation.

5.3.7. The User is obliged not to damage the Service, its components, and modules in the course of its use, nor the technical and software systems, servers, or machines of the Administration or others who ensure the functioning of the Service, including by sending numerous requests to their IP addresses causing a DDoS attack or service denial errors.

5.3.8. The User agrees to indemnify the Administration for any losses incurred by the Administration in connection with the User's use of the Service in violation of this Agreement and the rights of third parties (including intellectual, informational, etc.).

5.3.9. The User acknowledges and agrees that the IP address of the User's device is logged by the Administration's technical means, and in the case of illegal actions, including violations of third-party intellectual property rights, the owner of the device, as determined by the Administration's technical means based on the IP address, will be considered responsible for such actions.

6. TERMS OF SERVICE

6.1. This Agreement regulates the relationship solely for the use of the Service in accordance with its purpose. The use of the Service is carried out on a paid basis.

6.2. The use of the Service in accordance with its purpose and functionality must be carried out by Users in strict compliance with the applicable legislation of the European Union.

6.3. The functionality of the Service and the guidelines for its use are provided in the Service's User Documentation.

6.4. The User has the right to use the Service to perform actions aimed at gaining advantages in the gameplay of computer games only after registering on the Service.

6.5. To register on the Service, the User must provide accurate data about themselves (email address) using the form approved by the Administration and create a login and password. The registration form may ask the User for additional information. The Administration has the right to set requirements for the password (length, permissible symbols, etc.).

6.6. Registration is considered complete only after the User successfully completes all stages, including activation through a unique link sent to the email address or phone number provided by the User. Instead of registration, the User may perform initial authorization via a third-party web service if such a technical possibility exists.

6.7. After completing registration, the User will have access to the Service's functionality for performing actions aimed at gaining advantages in the gameplay of computer games.

6.8. A fee for using the Service is charged according to the Rates established by the Administration, except for the trial period. The amount of the fee does not include VAT, as the Administration is not a VAT payer under Article 1 of Legislative Decree No. 442/2006, due to the application of a simplified taxation system. The fee for the first 7 (seven) days of using the Service (trial period) is 1 (one) euro, and thereafter, a fee is charged for each subsequent 30 (thirty) days in the amounts established by the Rates.

6.9. In case of technical problems with the Service due to the fault of the Administration lasting more than 48 hours, the User may extend the service period for the time they could not access the Service. This extension is made upon the User's written request sent to the email address info@nexonix.io or using the feedback form on the Service's website: <https://nexonix.io>. The request must include the User's email address, as provided during registration, and the start and end dates of the paid access period to the Service.

6.10. The Administration reserves the right to change the cost of using the Service at its discretion, at any time, without explanation. However, all functions already paid for by Users will remain unchanged for the User. The cost of using the Service is changed by the Administration by publishing new Rates on the Service's website at: <https://nexonix.io>.

6.11. The Administration has the right to offer discounts on the fee established by the Rates by distributing special hyperlinks (referral links), coupons, or promo codes that reduce the amount of the fee by the amount of the discount provided by the corresponding hyperlink, coupon, or promo code. The promo code is applied by the User during the payment process by entering its value in the special field on the payment page, the coupon is applied by entering its value in the special field, and the special hyperlink provides a discount when paying on the Service's webpage linked to the hyperlink.

7. PAYMENT PROCEDURE

7.1. Payment for the use of the Service by Users is made using VISA, MasterCard, JCB, MIR bank cards or electronic funds with the involvement of a payment service selected by the Administration for receiving payments and organizing a secure payment channel. The payment process and transmitted data are certified and protected according to PCI DSS standards for payment card security.

7.2. Payments are made over the Internet in accordance with the Rules of the international payment systems Visa, MasterCard, JCB, and MIR based on principles of confidentiality and payment security. For this purpose, the payment service uses the latest methods of verification, encryption, and data transmission over secure communication channels. The bank card data is entered on a secure payment page of the payment service.

7.3. On the bank card data entry page, the following information is required: card number, cardholder's name, card expiration date, and a three-digit security code (CVV2 for VISA or CVC2 for MasterCard). All required data are printed on the card itself. The three-digit security code is located on the back of the card. The User will then be redirected to their bank's page to enter the 3DSecure code, which will be sent to the User's mobile phone via SMS. If the 3DSecure code is not received, the User should contact the bank that issued the card.

7.4. Payment rejection cases:

- The bank card is not intended for making payments over the Internet, and this can be verified by contacting the bank that issued the card;
- Insufficient funds on the bank card for payment. More details about the available funds on the card can be obtained by contacting the bank that issued the card;
- Incorrect bank card details have been entered;
- The bank card has expired. The expiration date is usually printed on the front of the card (month and year until which the card is valid). More details about the card's expiration can be obtained by contacting the bank that issued the card

7.5. The personal information provided by the User (name, address, phone number, email address, and bank card number) is confidential and will not be disclosed. Bank card details are transmitted only in encrypted form and are not stored on either the Administration's server or the payment service's server. Instead of the bank card details, a token is stored on the payment service's server, allowing the card to be identified by the bank that issued it.

7.6. The Parties have agreed to waive the collection of interest from each other on monetary obligations as provided by Article 1284 of the Italian Civil Code (Codice Civile Italiano).

7.7. The Service may have interactive tips and other instructional materials to guide the User on how to use the Service, including the payment procedure.

7.8. The User has the right to request a refund for the payment made towards the Service's fee only under the following conditions:

- The User has a problem with the Service's functionality due to the Administration's fault;
- The User reported this issue to the technical support of the Service;
- The User fully complied with the recommendations of the Service's technical support to resolve the issue, but the problem was not resolved;
- The User did not violate the terms of this Agreement.
- The User has submitted the refund request no later than 24 hours after the payment was made.

7.9. Refunds are made to the same payment details from which the payment was made.

8. RECURRING PAYMENTS

8.1. When making the first payment of 1 (one) euro for the 7 (seven) day trial period, or when subscribing with the "Auto-Renewal" option enabled (enabled by default), the User activates automatic recurring payments for the use of the Service using their bank card in accordance with the tariff specified on the payment page. Termination (cancellation) of the Service usage during the trial period is possible at any time before the main payment is charged according to the Tariffs. Recurring payments are activated with the User's consent, expressed by accepting this Agreement. The User can cancel recurring payments at any time either on the Service's website or on the payment service's website.

8.2. The Administration has the right not to apply the 7 (seven) day trial period or to annul it if the User has already received a trial period previously.

8.3. Upon completing the entry of the User's bank card data on the secure payment page of the payment service and making the payment for the Service, a token is generated that identifies the bank card and is stored on the payment service's server.

8.4. After the User makes the payment, the payment service electronically sends the previously provided acceptance of the User for regular payments from their bank card, identified by the token, to the servicing bank.

8.5. The payment service charges the User's bank card for the use of the Service on the day following the end of the trial period, and then every 30 (thirty) days in the amount established by the Tariffs.

8.6. In case of tariff changes (including promotions, discounts, but not limited to them), money is charged according to the tariff at the time of the charge.

8.7. Recurring payments are activated only for the bank card that the User has registered and whose token is stored on the payment service's server for identifying that card.

8.8. Restrictions on recurring payments may be established in agreements between the User and the bank servicing their card.

8.9. Recurring payments can only be activated if there is a technical capability available from the Administration, the payment service, and the bank servicing the User. The aforementioned parties are not responsible for the inability to activate recurring payments.

8.10. The Administration, the payment system, and the bank servicing the User are not responsible for the malfunction and/or temporary malfunction of recurring payments. The User is solely responsible for ensuring their payment obligations under this Agreement are fulfilled. In case of malfunction and/or temporary malfunction of recurring payments, the User is obligated to use other means to fulfill their obligations under this Agreement.

9. CONFIDENTIALITY

9.1. The Parties agree to maintain the confidentiality of all information transmitted to each other via both secure and unsecure communication channels, regardless of the presence or absence of confidentiality markings, except in cases where such disclosure occurred for reasons beyond the control of the Parties, and except as provided by applicable legislation.

9.2. Disclosure of confidential information under this Agreement means any action or failure to act by one of the Parties, resulting in confidential information becoming known to third parties without the consent of its owner. The form of disclosure of confidential information to third parties (oral, written, via technical means, etc.) is irrelevant.

9.3. Providing confidential information in response to a legal request from law enforcement or other authorized state bodies and officials, as well as public indication, either orally or in writing, that one Party is a counterparty to the other Party, is not considered a violation of confidentiality.

9.4. If confidential information is disclosed to the aforementioned bodies and/or persons, the disclosing Party must notify the owner of the confidential information about the disclosure, its content, and the body to which it was provided, no later than 2 (two) working days after the disclosure.

9.5. The obligations concerning the confidentiality conditions remain in effect indefinitely.

9.6. In the event of one Party disclosing confidential information received from the other Party, the guilty Party agrees to compensate all damages caused by this, including lost profits, within 5 (five) working days after receiving the relevant written request from the other Party.

10. PERSONAL DATA PROCESSING

10.1. Acceptance of the Agreement and the use of the Service in accordance with it involves the need to provide, collect, and/or use a number of personal data. Specifically, when providing access to the Service and when using it, the Administration obtains and uses various data related to the User – an individual or their representatives – individuals. The Administration's privacy policy related to the Service is available at: <https://nexonix.io>.

10.2. By using the Service, the User, in compliance with the requirements of the European Union's data protection regulations, grants the Administration their consent to process the following personal data:

- email address;
- token;
- HTTP headers;
- IP address of the User's device;
- cookie data;
- data collected by counters;
- data obtained via web beacons;
- browser information;
- technical specifications of the device and software;
- technical data about the Service's operation, including dates and times of use and access to the Service;
- addresses of requested pages on the website;
- geolocation data of the User;

for the duration of this Agreement for the following purposes:

10.2.1. To use personal data of Users who are individuals, using the Service on their own behalf, for the purposes of concluding and fulfilling the Agreement;

10.2.2. To use personal data of Users who are individuals, using the Service on behalf of the physical or legal person they represent, for the purposes of concluding and fulfilling the Agreement;

10.2.3. To conduct statistical and other studies of the Service's usage based on anonymized data;

10.2.4. To comply with mandatory requirements of European Union legislation.

10.3. As part of the consent provided, the Administration is authorized to perform any actions with the User's personal data, including, but not limited to: collection, systematization, accumulation, storage, clarification (updating, modification), usage, transfer, anonymization, blocking, destruction, and transfer, including cross-border transfer of personal data to the Administration's partners, whose list is available on the Administration's website at: <https://nexonix.io>, as well as performing other necessary actions with personal data in compliance with applicable legislation.

10.4. The processing of the User's personal data is permitted using the following main methods (but not limited to): storage, recording on electronic media and their storage, compiling lists, labeling.

10.5. The processing of the User's personal data is permitted without the use of automation tools in compliance with applicable legislation.

10.6. The processing of the User's personal data under this Agreement is carried out by the Administration without the use of automation tools, as such actions with personal data, such as usage, clarification, distribution, and destruction of personal data regarding the User, are carried out with direct human involvement.

10.7. The processing of the User's personal data is permitted using DPM systems (Data Protection Manager), including those owned by third parties and provided to the Administration under the appropriate contract or agreement, provided that measures to protect the confidentiality of personal data are followed.

10.8. The processing of personal data provided by the User during the use of the Service in accordance with the Agreement is carried out based on Article 6, Clause 1(b) of the General Data Protection Regulation (GDPR), due to the necessity of concluding and fulfilling this Agreement, of which the User is a party.

10.9. The processing of the User's personal data under this Agreement is carried out without notifying the authorized body for the protection of personal data rights of data subjects in accordance with Part 2 of Article 22 of the General Data Protection Regulation (GDPR), because:

10.9.1. The personal data of the User, obtained by the Administration in connection with the conclusion and execution of the Agreement, to which the User is a party, are not disseminated, nor are they provided to third parties without the User's consent, and are used by the operator solely for fulfilling the Agreement and concluding other contracts and agreements with the User;

10.9.2. The personal data of the User obtained by the Administration are processed without the use of automation tools, meaning with direct human involvement, in accordance with the applicable laws or other regulatory acts of the European Union, which establish requirements for ensuring the security of personal data during processing and the protection of the rights of data subjects.

10.10. This consent to process the User's personal data applies to any transfer of personal data to the Administration made before granting this consent.

11. LIABILITY, LIMITATION OF LIABILITY

11.1. The Party that fails to perform or improperly performs its obligations under this Agreement is obliged to compensate the other Party for the damages caused by such non-performance.

11.2. The Administration, under no circumstances, is liable for any harm caused to the User during the use of this Service, including attempts by the User to use the Service instead of professional or specialized software, using the Service in emergency situations, using the Service for unauthorized advantages in games, entering into an unfavorable situation as a result of using the Service, for any indirect, incidental, unintentional damage, including lost profit or lost data, harm to honor, dignity, or business reputation, caused in connection with the use of the Service or materials to which the User or others gained access through the Service, even if the Administration warned or indicated the possibility of such harm.

11.3. The Administration is not liable for the User's loss of access to their Account (loss of login and/or password from a third-party web service).

11.4. The Administration is not liable for the absence of the User's access to the Internet, the quality of services provided by communication providers, the stability of the connection, or the availability of certain data transmission protocols.

11.5. The Administration is not liable for the termination of the User's access to the Service due to reasons unrelated to the fault of the Administration's actions or inactions.

11.6. The Administration is not liable for the transmission of information by the User through the Service via unprotected communication channels in the Internet and for the preservation of such information during its transmission.

11.7. The Administration is not liable for the content distributed by the User through computer games that allow obtaining advantages in the gameplay using the Service.

11.8. The Service may contain links to other Internet resources. By using the Service, the User agrees that the Administration is not responsible for the availability of these resources and for the information placed on them, as well as for any consequences related to the use of these resources.

11.9. Under no circumstances will the liability of the Administration exceed 1 (one) euros, and it cannot exceed this amount.

11.10. In other cases of non-performance or improper performance of obligations under this Agreement, the Parties bear liability as provided by civil legislation of the European Union.

12. FORCE MAJEURE

12.1. A Party is released from liability for partial or complete non-performance of its obligations under this Agreement if it proves that proper performance became impossible due to force majeure, i.e., extraordinary, unforeseen, and unavoidable circumstances that arose during the execution of the obligations under this Agreement, which could not reasonably be anticipated at the time of its conclusion, nor avoided or overcome, and which are beyond the control of the Parties to this Agreement.

12.2. The following are considered force majeure circumstances, including but not limited to: military actions (declared or actual war), civil unrest, mass diseases (epidemics, pandemics, etc.), strikes, blockades, natural disasters (earthquakes, floods, hurricanes, etc.), fires, terrorist acts, sabotage, transport restrictions, prohibitive measures by states, trade restrictions, including with certain countries due to international sanctions, as well as the disconnection of data centers located in the European Union from the global Internet network and blocking of servers or connections by supervisory authorities.

12.3. Force majeure circumstances do not include, in particular, entrepreneurial risks such as the failure of the counterparty to perform its obligations, the lack of necessary goods on the market to fulfill obligations, the lack of necessary funds by the debtor, financial and economic crises, changes in exchange rates, devaluation of the national currency, criminal actions of unidentified individuals.

12.4. In case of force majeure circumstances as described in this chapter, each Party must immediately notify the other Party in writing, including by sending a message to email or messenger. The notice must include data on the nature of the circumstances, as well as official documents confirming the existence of these circumstances and, if possible, providing an assessment of their impact on the Party's ability to fulfill its obligations under this Agreement.

12.5. In the event of force majeure circumstances as outlined in this chapter, the deadline for fulfilling the Party's obligations under this Agreement is extended in proportion to the time during which these circumstances and their consequences persist, provided such a change in deadlines is possible and/or reasonable.

12.6. If changing the deadlines for fulfilling the Party's obligations under this Agreement is impossible and/or unreasonable, or if the force majeure circumstances and their consequences continue for more than 2 (two) months, the Party may refuse to perform this Agreement due to the impossibility of fulfilling the obligations arising from the force majeure circumstances, if additional negotiations to identify acceptable alternative means of performance of this Agreement do not result in a positive outcome. The Party initiating the refusal must notify the other Party within a reasonable timeframe.

12.7. In case a Party refuses to perform this Agreement due to the impossibility of fulfilling it due to force majeure, neither Party shall have the right to demand compensation for any potential or actual damages from the other Party.

13. DISPUTE RESOLUTION AND CLAIM SATISFACTION

13.1. All disputes and claims are governed by the provisions of this Agreement, and if they are not resolved – in the manner established by the applicable legislation.

13.2. Any questions, comments, and other correspondence from the User must be sent to the Administration by sending an email using the methods provided in this Agreement for exchanging notifications, messages, and documents. The Administration is not responsible and does not guarantee a response to requests, questions, suggestions, and other information sent to it by any other means.

13.3. Claims arising in connection with this Agreement must be sent to the Administration by email using the methods provided in this Agreement for exchanging notifications, messages, and documents. The Administration agrees to review such claims within 10 (ten) working days, sending a letter with its position on the claim to the email address specified in the claim. However, claims from Users who cannot be identified based on the data provided during registration (including anonymous claims) will not be considered. If the User does not agree with the reasons provided by the Administration in the response to the claim, the procedure for resolving it is repeated by sending a reasoned response from the User via email, using the methods provided in this Agreement for exchanging notifications, messages, and documents. If the claim cannot be resolved through negotiations, the dispute is resolved in court according to the provisions of this Agreement.

13.4. The User and the Administration agree that in the event that disputes arising in connection with this Agreement cannot be resolved through negotiations, such disputes shall be resolved by the parties in court in accordance with the laws of the European Union.

14. TERM OF THE AGREEMENT AND ITS TERMINATION

14.1. This Agreement is concluded between the Parties for an indefinite term.

14.2. Deletion of the User's Account from the Service is considered a refusal to use the Service and unilateral termination of this Agreement by the User from the moment the Account is deleted.

14.3. To delete their registration data and Account, the User must send a request to the Administration via email to info@nexonix.io.

14.4. Deletion of the User's Account from the Service by the Administration due to the User's non-use of the Service for 12 (twelve) consecutive calendar months is considered a refusal to provide the Service and unilateral termination of this Agreement by the Administration from the moment the Account is deleted.

15. NOTIFICATIONS AND MESSAGES, DOCUMENT EXCHANGE

15.1. All documents, notifications, and messages under this Agreement, including those related to its amendment or termination, must be sent either in writing in the form of a paper document or electronically in ways that allow identification of the Party from which the notification originates. In particular, by sending an email to the appropriate email address or by sending an electronic message through a messenger.

15.2. Any document, notification, or message in writing in the form of a paper document, sent by one Party to the other Party, has legal force only if it is sent to the address specified in this Agreement or the User's application. The document, notification, or message can be handed personally or sent by registered mail and will be considered received:

- when handed personally – on the date of delivery;
- when sent by registered mail – on the date indicated in the receipt confirming the delivery of the postal item by the postal organization.

15.3. Any document, notification, or message in electronic form as an electronic document or electronic message, sent by one Party to the other Party, has legal force only if it is either sent to the appropriate email address of the receiving Party from the email address of the sending Party specified in this Agreement or the User's Account, or sent to the other Party via a messenger.

15.4. When transmitting documents, notifications, or messages as electronic files, the authenticity of these documents may be verified using a checksum value in a separate text message or separate electronic file accompanying the main file.

15.5. For the purposes of this Agreement, a document, notification, or message in electronic form, sent by one Party from its email address to the email address of the other Party, is considered signed with a simple electronic signature, which confirms the fact of the electronic signature being formed by the specific Party by the mere act of sending the electronic document, notification, or message from its email address.

15.6. For the purposes of this Agreement, a document, notification, or message in electronic form, sent by one Party to the other Party via a messenger, is considered signed with a simple electronic signature, which confirms the fact of the electronic signature being formed by the specific Party by the mere act of sending the electronic document, notification, or message via the messenger.

15.7. Any document, notification, or message in electronic form is considered signed with a simple electronic signature by the Party when any of the following conditions is met:

- a simple electronic signature in the form of an indication of the sender's email address, their identifier in the messenger is contained in the electronic document, notification, or message;
- the simple electronic signature key in the form of the sender's login and password from the information system of the email service operator, messenger, is used in accordance with the rules established by the operator of such services, and the sent electronic document, notification, or message contains information indicating the person on whose behalf the electronic document, notification, or message was sent.

15.8. Any document, notification, or message in electronic form signed with a simple electronic signature by the sending Party is considered an electronic document equivalent to a paper document signed with the handwritten signature of the respective Party.

15.9. Each Party undertakes to maintain the confidentiality of the simple electronic signature key in the form of the login and password from the information system of the email service operator, messenger. In the event of unauthorized access to the specified login and password, their loss, or disclosure to third parties, the Party must immediately notify the other Party and take measures to restore access and/or replace the login and password.

15.10. The above rules are recognized by the Parties as an agreement between them, as participants in electronic interaction, establishing cases where electronic documents signed with a simple electronic signature are considered equivalent to documents on paper signed with the handwritten signature.

16. ADDITIONAL TERMS

16.1. The current version of this Agreement is published on the Service's website at: <https://nexonix.io/terms>.

16.2. The Administration reserves the right to unilaterally and without prior notice to Users amend the terms of this Agreement, by posting the final version of the Agreement on the website at the above address 10 (ten) days before the changes take effect. The provisions of the new version of the Agreement become binding on all previously registered Users of the Service from the date it takes effect.

16.3. The User confirms that they have read all provisions of the Agreement, understand them, and accept them.

16.4. The User undertakes to use the Service in good faith and reasonably.

16.5. The applicable law for this Agreement is European Union law.

17. DETAILS

Individual Nikita Dervishov

Italy, province of Friuli-Venezia Giulia

dervishov.nikita@gmail.com

Approved

Individual Nikita Dervishov

February 11, 2025