

# Public offer

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## PUBLIC OFFER

The Agent intends to conclude this offer agreement (hereinafter referred to as the "Agreement") on the terms and conditions contained in this Agreement, which is a Public Offer, with legal entities, individual entrepreneurs, natural persons, hereinafter referred to as "Buyers", where the Agent and the Buyer are each separately referred to as a "Party" and together referred to as "Parties".

### Terms and Definitions

Service means an aggregate of computer programs and other intellectual property objects of the Company (including, graphic design, etc.), information (Content), placed by the Contractor and/or Users. The Service can be accessed using the website, the mobile version of the website and/or the application.

User is a natural person who is a licensee under this Agreement and who has the necessary legal capacity to access the Service and implement the features provided by the functionality of the Service.

**Agent - Gaming systems technologies LTD (Company Number 14352981)**, authorized by the Service User for remuneration to perform legal and other actions on behalf of the Buyer and at his expense to perform transactions concluded through the Site by the Buyer with the Sellers.

**Product** - any good or service, in respect of which the User places an advertisement through the Site:

**Game Account** - the Player's account required for the Game, on which his or her characters and game valuables are held and which makes it possible to log into the Game;

**Game** - is a computer program that one or more Players can use to participate in the Game;

**Game resource** - an internal game currency and items used by Players to buy some in-game valuables, which are either game currencies specific to each type of the Game - yuan, gold, adena, or another value that is conventionally accepted as a means of payment in the Game;

**Game Item** - a variety of items that are needed to develop or change a character's appearance/characteristics in the Game, such as armor, weapons, styles, etc;

**Game Item** - a term that includes the concepts of a Game Account, Game Items and Game Resources;

**Character Development** - actions that the Player performs in the Game with respect to his/her character, consisting of achieving certain objectives based on the Game requirements, which include improving the character's characteristics, such as improving his/her skills or experience, and overcoming any stage of the Game.

**Advertisement** - a message with an offer of a product (including pictures of the product, price and any accompanying information) published in the Application through the Service and addressed to an indefinite number of people.

**Seller** - the User who places an advertisement through the Service offering to conclude a transaction in relation to the Goods, acting in their own interest or in the interest of another person.

**Buyer** - the User who purchases the Goods and/or service.

Personal profile is an interface for the User's interaction with the Site enabling them to post, view and manage advertisements, change the information about themselves (name, surname, photo, phone number). This is available to the User after their registration on the Site.

Registration Data are the User's identification data used to access the User's Personal Area. Registration data consists of: a login (the User's e-mail is used as a login) and a password.

## **1. Subject of the Agreement**

1.1 The Buyer entrusts the Agent to perform legal and other actions on behalf of the Buyer and at the Buyer's expense for execution of transactions concluded through the Service by the Buyer with the Sellers, and undertakes to pay the Agent remuneration.

1.2 The Buyer's confirmation (acceptance) through the Site of a transaction with the Seller shall mean the Buyer's automatic assignment to the Company in accordance with the Agreement to perform the Buyer's obligations under such transaction to the Seller and to assist in its proper execution by the Seller (so called transaction guarantor services).

Under this Agreement the Agent undertakes to perform for remuneration in the name, on behalf and at the expense of the Buyer the following actions

- Organize settlements between the Buyer and the Seller by means of receipt of money funds for Goods and transfer them to the Seller in full amount (minus Agent's Fee) by transfer to Seller's account, within 48 hours after acknowledgement of receipt of Goods by the Buyer;
- arrange the return of the advance payment for the Goods to the Buyer;
- Provide all-round assistance and support to the Buyer in the matters related to the purchase of Goods on the Site.

1.3. Buyer accepts this Public Offer by placing an order on the Website.

1.4 If the Buyer does not agree with any provision of this Agreement and (or) its appendices, the Buyer shall immediately terminate the use of the Agent's Services by notifying the Agent in advance by sending an email to the latter at support@lertal.com.

## **2. Rights and obligations of the parties**

2.1. Agent shall:

2.1.1. Arrange the interaction between the Buyer and the Seller for the purpose of buying, selling, as well as Ordering the Goods.

2.1.2. Ensure technical operability of the Website, comply with the terms and conditions of this Agreement.

2.1.3. organise the receipt of the money paid by the Buyers for the Seller's Goods.

2.1.4. Post reports under the Agreement as completed transactions as they are performed (acting as an agent) in the User's personal account, generally within one hour, but no more than 24 hours.

2.1.5 No evidence of expenses incurred by the Agent at the Buyer's expense shall be attached to the report if the Buyer has been informed about them in advance (provided for in the Agreement). If the Buyer does not agree with the expenses indicated prior to confirming the transaction with the Seller, the Buyer shall not confirm the transaction with the Seller.

2.1.6 If the Buyer does not agree with the Agent's report, the Buyer shall notify the Agent within 24 hours. Otherwise, the report shall be deemed accepted by the Buyer.

## **2.2 Agent has the right:**

2.2.1. in case of advance payment by Buyer for the Commodities purchased at the Site, withhold the specified amount without transferring it to the Seller until the moment of receipt of Commodities by the Buyer.

2.2.2 deduct (write off without acceptance) on account of settlements with the Seller from the amounts received from the Buyers the Agent's Remuneration and other amounts due to the Agent.

2.2.3. to close the Customer's Order drawn up on the Website in cases when the Customer has not closed the Order independently, but at that or there is a confirmation received from the Seller on transferring the purchased Commodities to the Customer. In the aforementioned cases, the Order shall be closed by the Agent within 24 hours from the date of receipt of the confirmation by the Agent.

## **3. Agent's Fee**

3.1 Buyer shall pay Agent's Remuneration for execution of Buyer's assignment (specified in percentage of the price of Goods purchased) as well as other amounts due to Agent.

3.2 Agent shall withhold (debit without acceptance) the Agent's Fee due to Agent, as well as other amounts due to Agent from the amount to be transferred to Seller. The obligations of the Parties hereunder may also be fulfilled by means of a set-off.

3.3 The moment of fulfilment of the obligation of the Agent to transfer the funds to the Seller shall be the moment when the relevant amount is debited from the current account of the Agent to the Seller

3.4 The Agent shall transfer funds to the bank details of the Seller which the Seller has notified the Agent in writing. It shall be the Seller's responsibility to inform the Agent of its bank account details. Until the Agent receives the bank account details from the Seller, the Agent shall not transfer any funds to the Seller. Such failure by the Agent to transfer funds to the Seller due to failure to receive or untimely receipt by the Agent from the Seller of bank account details for such transfer by the Agent shall not be deemed a delay, delay or other improper performance by the Agent of its obligations.

3.5 The fulfilment of the Agent's obligation to transfer funds to the Seller may be arranged in any possible way as agreed by the Parties.

3.6 Agent shall transfer cash assets (less Agent's Interest and other amounts due to Agent) to Seller's current account within 5 (five) business days from receipt of Goods by Buyer unless otherwise agreed by the Parties.

3.7. The Parties shall independently pay taxes on the amounts received by each Party in connection with the performance by the Parties of their obligations under this Agreement. The Agency Fee shall not include value added tax (hereinafter referred to as "VAT").

3.8 The Seller may not claim any money from the Agent if it has not fulfilled its obligations to the Buyer and the Agent has therefore decided to return the money to the Buyer. Such decision of the Agent shall not be contested by the Seller and shall be recognised as valid.

#### **4. Transaction Performance Guarantee.**

4.1 The Agent's performance guarantee between the Seller and the Buyer is implemented through:

a) the functionality of the Site (software code), which stipulates that the Buyer's money in payment for the transaction with the Seller is debited from the Buyer (which guarantees the Seller's payment), but is not made available to the Seller until the Seller confirms that the transaction has been performed by the Seller (which guarantees the Buyer receives the agreed property), AND

b) the Agent's services in a pre-trial settlement procedure. A pre-trial dispute settlement procedure shall be mandatory for Users (prior to recourse to a court of law).

#### **5. Liability of the parties**

5.1. In case of non-performance or improper performance of the obligations under this Agreement by one of the Parties (the "Defaulting Party"), which results in occurrence of reasonable claims from Users or third parties, The Party-infringer shall be obliged to consider these complaints and satisfy the claims of Users or third parties by its own efforts and at its own expense, as well as compensate the other Party (hereinafter referred to as the "injured Party") for actual losses (actual damages) incurred in connection with such claims of Users or third parties. The loss of profit shall not be compensated by the offending Party under any circumstances.

5.2 If the Contract or the law provides for penalties in the form of a fine or penalty as a means of securing the performance of the obligations by the Parties, such penalties may only be applied by the Parties subject to a prior written request for payment thereof sent by the injured Party to the offending Party; the possibility of collecting penalties from the offending Party is a right, but not an obligation, of the injured Party.

5.3 Indemnification and/or payment of liquidated damages shall not relieve the Parties from the performance of their obligations under the Agreement.

5.4 The costs incurred by the Agent in the performance of its obligations under the Agreement shall be reimbursed in full.

#### **6. Dispute resolution procedure.**

6.1 All disputes and disagreements of the Parties hereunder shall be settled by means of negotiations.

6.2 If the Parties fail to reach an agreement on controversial issues in the course of bilateral negotiations, as well as in case of sending of a claim by one of the Parties and the inability to settle the dispute prior to the court within 30 calendar days after receipt by the other Party of this claim, such disputes shall be submitted to the UK for consideration.

## **7. Confidentiality**

7.1 The Parties have agreed that any material, information or data disclosed to the Parties in connection with the making and performance of this Agreement is confidential and may not be disclosed to third parties without prior written consent of the other Party to this Agreement, except as required by applicable law and this Agreement.

## **8. Final provisions**

8.1 The Agent shall be entitled to assign or otherwise transfer its rights and obligations arising from its relationship with the Buyer to third parties.

8.2 The Web site and services provided may be temporarily partially or completely unavailable due to maintenance or other work, or for any other reasons of a technical nature. The Technical Service shall be entitled to carry out necessary preventive or other maintenance works from time to time with or without prior notice to Users.

8.3 The Agent is entitled to unilaterally change the terms of this Agreement. The current version of the agreement is available at: <https://lental.com/docs/public-offer.pdf>