

## **Public offer for providing a software access as a part of the Event - WN Conference North America'21 Online**

The present text constitutes a public offer of WN Media Group Ltd (hereinafter referred to as **Contractor**), organizer of the event **WN Conference North America'21 Online**, to conclude the service agreement to provide a software access in the event (hereinafter referred to as **Agreement**) with an individual or a corporate entity (hereinafter referred to as **Customer**) based on the conditions below.

In accordance with article 438, paragraph 3 of the Civil Code of the Russian Federation, the present offer is considered accepted once the following actions have been performed by the Customer:

To familiarize with the conditions of the present offer;

To request an invoice for a software access purchase. Requests should be sent to: [welcome@wn.media](mailto:welcome@wn.media) ;

To receive an invoice and to process payment for services; Invoice is to be provided by the Contractor;

To receive a link for registration of representatives of the Customer. The link is to be provided by the Contractor;

To fill in registration details in the registration form and to confirm all the details by clicking the "REGISTER" button.

By clicking the "REGISTER" button the Customer shows a full and absolute acceptance of the present offer (hereinafter referred to as - **Acceptance**). The agreement shall be deemed to have been made once the Customer clicks the "REGISTER" button and once all the actions mentioned above have been accurately performed.

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

1.1. The Contractor agrees to provide a software access as a part of the **WN Conference North America'21 Online** (hereinafter referred to as the **Event**) that will take place on November 15-19, 2021 on WN Hub online platform (hereinafter referred to as the **Services**).

1.2. The **Services** are to be provided on a paid basis.

1.3. The **Services** include the provision of software access as a part of the **Event** to the representatives of the Customer.

### **2. Rights and Liabilities of the Parties**

2.1. In accordance with the conditions of this Agreement the Contractor agrees to:

2.1.1. Provide quality **Services** to the Customer provided that the payment was made within the payment term mentioned in paragraph 2.2.1 of the present Agreement;

2.1.2. Issue an invoice to the Customer for the **Services**;

2.1.3. In the event of a change the dates of the Event, the Contractor is to notify the Customer no later than 5 (five) days prior to the Event.

2.2. In accordance with the conditions of this Agreement the Customer agrees to:

2.2.1. Pay Contractor the amount stated in the invoice sent by the Contractor. The Customer shall remit such amount in a specified currency by wire transfer to Contractor's account within 10 (ten) days after the date when the invoice was received by Customer.

2.2.2. Accept Services provided by Contractor by signing the Act for Provided Services (hereinafter referred to as **Act**). Act is to be provided by the Contractor once the payment has been received, but not earlier than the date of the Event. The Customer agrees to sign the Act within 5 (five) working days from the date of receiving the Act from the Contractor, OR provide reasons for refusal to sign it in writing. In case the Act is not signed and the reasons for refusal are not provided in writing, the Services are considered accepted and the Contractor is authorized to sign the unilateral Act.

2.3. In accordance with the conditions of this Agreement the Customer has the right to:

2.3.1. Withdraw from the Service by sending the official email to [welcome@wn.media](mailto:welcome@wn.media) no later than on November 1, 2021. If the official refusal is received by the Contractor within the indicated period, the Contractor shall make a refund of payment made by the Customer. In this case, the Contractor has the right to withhold the commission. If the official refusal is received by the Contractor later than on November 1, 2021, then the refund shall be considered as the compensation of Contractor's expenses and will not be made.

2.3.2. Make changes to the list of representatives by sending a request to [welcome@wn.media](mailto:welcome@wn.media) no later than November 1, 2021.

### **3. Terms of Payment**

3.1. Cost of Services is calculated based on the information provided below and on the registration form filled in by the Customer. The cost of Services does not include taxes.

- Basic software access Pass (only for Game Developers and Game Publishers) - \$0
- Premium software access Pass (only for Game Developers and Game Publishers) - \$99
- Premium software access Pass (for NON Game Developers and Game Publishers – Service Providers) - \$199

Basic software access Pass includes:

- Virtual Expo Zone
- Lectures Streaming
- Public Chats
- Incoming Messages and Meeting Requests

Premium software access Pass (for Game Developers and Game Publishers) includes:

- Virtual Expo Zone
- Lectures Streaming
- Unlimited private chats
- Unlimited meeting requests
- Unlimited Video meetings

Premium software access Pass (for NON Game Developers and Game Publishers – Service Providers) includes:

- Virtual Expo Zone
- Lectures Streaming
- Unlimited private chats
- Unlimited meeting requests
- Unlimited Video meetings

3.2. Premium software access Pass for Game Developers and Game Publishers imply that the main field of activity of the Customer's company is the game development and game publishing.

Service Provider Premium software access Pass for NON Game Developers and Game Publishers imply that the main field of activity of the Customer's company is any other area of activity in the gaming industry.

3.3. The Contractor has the right to return the payment for the Customer's software access pass if, at his discretion, the Customer has purchased a software access pass of a category that does not correspond to the main activity of the Customer's company. In this case, the amount of the service fee of the payment system can be withheld.

3.4. Customer's obligations to pay for the Services provided by the Contractor are considered fulfilled once the funds have been transferred into the account of the Contractor and the Contractor received the payment.

#### **4. Other Terms and Conditions**

4.1. If either Party is prevented from performing any portion of this Agreement by causes beyond its reasonable control (an "Event of Force Majeure"), such Party shall not be liable for non-performance of its obligations hereunder.

4.2. Any dispute, which may arise out of or in connection with the present Agreement shall be resolved mutually and in good faith by the Parties. Any dispute arising under this Agreement which is not settled by direct negotiations of the Parties may be settled by Arbitration court of St.Petersburg and Leningradsky region in accordance with current legislation of the Russian Federation.

4.3. The Parties are responsible for non-performance or improper performance of their obligations as stated in the present Agreement in accordance with current legislation of the Russian Federation.

4.4. To fill in registration details in the registration form and click the "REGISTER" button at <https://wnconf.com/NAonline-21> the Customer confirms that he gives his consent to the processing of personal data by the Contractor, as well as by third parties involved by the Contractor on the basis of relevant agreements for the performance of obligations under the present Agreement.

The Contractor, pursuant to Federal Law No. 152 FZ of July 27, 2006, "On Personal Data", ensures the confidentiality and security of the personal data received. According to Article 6 of Federal Law

No. 152 FZ of July 27, 2006 "On Personal Data", the Contractor, from the moment of receiving this personal data, processes the data of the personal data subject either with the help of its own hardware and software or without using them. Processing of personal data refers to actions (operations) with personal data, including collection, systematization, accumulation, storage, specification, updating, changing in whole or in part, the use, distribution, transfer, depersonalization, blocking and / or destruction of personal data.

The Customer may at any time withdraw consent to the processing of personal data by sending the Contractor a written notice to the e-mail address: [welcome@wn.media](mailto:welcome@wn.media) .

4.5. To fill in registration details in the registration form and click the "REGISTER" button at <https://wnconf.com/NAonline-21> the Customer agrees to receive informational, advertising, marketing and other messages at the e-mail address specified during registration. The consent to receive such messages can be withdrawn by the Customer at any time by sending the appropriate written notice to the e-mail address: [welcome@wn.media](mailto:welcome@wn.media) .

## **5. Term and Termination of Agreement**

5.1. This Agreement shall be effective upon Acceptance of the present offer by the Customer and shall remain in effect until May 19, 2022.

5.2. The Agreement may be terminated by the Contractor or the Customer in the cases foreseen by the current legislation of the Russian Federation.

5.3. The Contractor reserves the right to change the conditions of the present Offer and/or withdraw an Offer at any time in Contractor's own discretion. In case of any changes made to the present Offer, the modifications shall become effective from the date of being published at <https://wnconf.com/NAonline-21>, unless otherwise stated upon publishing.

## **6. Contractor's Details**

WN Media Group Ltd.

TRN 7840089423 RGC 781301001

Legal address: 197198, St. Petersburg, Bolshoy Prospekt P.S. 29A, letter B, 1-H, office 300

Bank details:

A/C No (RUB) 40702810594730000208

A/C No (USD) 40702840594730000016

A/C No (EUR) 40702978094730000019

SWIFT: RSBNRUMM

at ROSBANK, SOCIETE GENERALE

GROUP, St. Petersburg branch

BIC 044030778