

# To The Moon

## Terms of Use

**Version:** 1.0

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Please read carefully these Terms of Use (“Terms”) before using any services (“Services”) provided by \_\_\_\_\_ (“To The Moon”, “We”, “Us” or “Our”), including but not limited to the To The Moon mobile app (“App”) that is available in App Store and Google Play.

These Terms apply to physical persons (“Users”, “You”) using the App as a gaming platform where users take part in Moon races and compile their investment portfolios. The Services provided by the App are only of an entertainment nature. You can find more information about the functionalities at our website: <https://tothemoon.game/>

If you do not agree with these Terms, you may not access or use the Services. All Services are provided on a strictly “as-is” basis without any warranty whatsoever.

Use of Services is also governed by To The Moon's Privacy Notice which is herein incorporated by reference. You must agree to these Terms of Use and the Privacy Notice before accessing and using the Services.

### 1. General Provisions

- 1.1. These Terms constitute a legally binding agreement between you and To The Moon.
- 1.2. These Terms apply to all Services, content, and information provided by To The Moon on the App.
- 1.3. By accessing or using the Services, you agree to be bound by these Terms in compliance with the laws of the Russian Federation, that apply to any relations between you and To The Moon (“Applicable Law”).

### 2. Changes to the Terms

- 2.1. We may change, remove, or add the context of the Terms and reserves the right to do so at our sole discretion. All new and/or revised provisions of the Terms take effect immediately and apply to your use of the Services from that date on.
- 2.2. We will notify you about significant changes in these Terms. This can be done by posting a notification on the App, sending you a pop-up message, or an e-mail (if appropriate).
- 2.3. You can review the most current version of the Terms using the Terms of Use button on the bottom of the App. If you continue to use the Services after We make changes to the Terms, you are signifying your acceptance of the new and/or revised Terms.
- 2.4. If you do not agree with new and/or revised provisions of the Terms, you cannot use the Services.

### 3. Services

- 3.1. Through the App we provide you with a Services of gaming platform where users can take part in Moon races and compile their investment portfolios. The App simulates the trading with virtual assets using real-time market data. Furthermore, it is possible to interact

with other users and compete with them. There are two types of competitions available in the App: prediction of the Bitcoin rate at an exact time of a particular day and races with spaceships fuelled by a crypto portfolio created by you. You can find more information about the competitions on our website: <https://tothemoon.game/>

3.2. Access to the Services is provided on the subscription basis described hereunder in the Subscription and Cost part of the Terms.

3.3. The winners of the competitions are rewarded with the special “in-game” Moon currency described hereunder in the In-Game Currencies and Goods part of the Terms.

3.4. We do not promise that all of the Services shall be available at all times.

3.5. If We update the App, you have to download the update to continue using the App.

## **4. Account**

4.1. To use any of the Services, you must open an account in the App. Your account will be created automatically after you started the App for the first time and provided the information required for your further identification.

4.2. In order to open an account, you have to register on the App via your email.

4.3. You are not allowed to create and/or use by yourself more than 1 (one) account. If We find out that you have created more than 1 (one) account in your name and/or use more than 1 (one) account by yourself We may delete 1 (one) or more of the relevant accounts, block the account(s), or apply any other restrictive measure at Our sole discretion basing on magnitude of the offence. Before application of any restrictive measures, We may ask you to provide Us with an explanation of your conduct.

4.4. You are not allowed to create an account and use the Services if you are under 18 years old.

## **5. Subscription and Costs**

5.1. Download and use of the App are for free. At the same time, access to the main part of the Services (e.g., competitions with other users and tournaments) are provided only upon subscription.

5.2. The fee schedule for subscriptions and applicable subscriptions periods shall be available in the App. We shall have the right to change the fee schedule at any time under Our sole discretion.

5.3. By paying for a first subscription, you authorize Us to charge your credit card or bank account for all fees payable during the subscription period. You further authorize Us to use a third party to process payments, and consent to the disclosure of your payment information to such a third party.

5.4. Your initial subscription period shall be specified by you in the App, and, unless otherwise specified by you, your subscription period will automatically renew.

5.5. To prevent the renewal of your subscription, you must give written notice of non-renewal.

5.6. Access to some competitions and tournaments is provided only to the holders of tickets available to purchase in the App for a fixed fee. All fees for tickets shall be available in the App.

5.7. All paid subscription fees and costs are not refundable.

5.8. All paid tickets for tournaments are not refundable.

## 6. In-Game Currencies and Goods

6.1. App includes virtual in-game Moon currency that can be earned by users in competitions and further exchange for in-game goods or other bonuses under the condition specified in the App.

6.2. Please note that Moon currency could not in any way be associated with virtual assets, electronic money or any type of securities or other financial instruments. Moon currency can be used by the users only within the App.

6.3. Please note that you only purchase a limited, revocable, non-transferable license to use in-game Moon currency, and you agree that you do not own it.

6.4. In no way can Moon currency be exchanged with Us or anyone else for real money (traditional currency, any other open digital currency). You cannot sell or transfer Moon currency to any person or entity or another user or any third party. In the event your account is limited, terminated, suspended, modified, or deleted for any reason, at Our sole and absolute discretion for any reason attributable to you, you forfeit any and all Moon currency earned.

6.5. Availability of Moon currency is subject to change without notice.

6.6. We may manage, regulate, control, modify or eliminate available Moon currency with or without notice. We shall have no liability to you or any third party in the event that We exercise any such rights.

## 7. Rules of Conduct

7.1. While using the Services, you agree to:

not violate or assist any third party in violating these Terms and/or any applicable law, which may include but is not limited to international laws, national laws, statutes, regulations, etc.;

not provide false, inaccurate, incomplete and misleading information to the To The Moon;

not violate intellectual property rights (trademark, copyright, patent, and other intellectual property rights) or any other rights or interests of any party;

not use the Services in any way that can damage, disable or overburden the App, which may include but is not limited to uploading or in any other way, while using the Services, sending viruses, Trojan horses, spyware, adware or any other malicious code; performing DDoS attacks, interfering with or disrupting any network, equipment, or server connected to or used to provide Services on the App;

not attempt to gain unauthorized access to the App, others' personal accounts, computer systems or networks connected to the App or to extract data from the App;

not violate any other laws that apply in your jurisdiction concerning the use of our Services; and

not violate these Terms and applicable law in any other way.

The App allows users to post and transmit textual materials in the in-App chat ("User Content"). You understand that your User Content will be viewable by everyone that possesses the App.

You may not post, link or otherwise make available on or through the App any of the following:

User Content that is illegal or unlawful:

User Content that may infringe or violate any patent, trademark, trade secret, copyright, right of privacy, right of publicity or other intellectual or other right of any party:

Viruses, corrupted data or other harmful, disruptive or destructive files or code.

## **8. Content**

8.1. We may produce and display content on the App, which includes but is not limited to statistics, information, texts, images, video and audio files, maps ("Content").

8.2. We shall not hold liability for any actions that arise from our Content.

## **9. Intellectual Property**

9.1. All components and Content (unless stated otherwise) of the App and the App as a whole, content on its social media accounts (e.g. Facebook, Twitter, YouTube, LinkedIn), belong to Us and are protected by intellectual property rights legislation. All rights reserved.

9.2. The App, Content, and all other materials available on the App are protected with, including, but not limited to copyright, trademarks, trade secrets.

9.3. You must not reproduce, reprint, publish, modify, distribute, display, transmit, license, transfer, or otherwise exploit content or technology from the App without our express prior written consent.

9.4. Violation of any of the intellectual property rights of the To The Moon is strictly prohibited.

## **10. End-User License Agreement**

### **License**

10.1. Subject to the terms of this Agreement, We grant you a non-exclusive, non-transferable, non-sublicensable, revocable, limited-right license subject to the limitations below to access and use copyright or otherwise legally protected materials provided as part of the Services for your personal non-commercial entertainment purpose.

10.2. The rights granted to you in this Agreement are subject to the following restrictions: (a) You shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit Services; (b) You shall not modify, translate, adapt, merge, make

derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Services, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) You shall not access Services in order to build a similar or competitive service or application; (d) except as expressly stated herein, no part of Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, or (e) You shall not remove or destroy any copyright notices or other proprietary markings contained on or in Services. Any future release, update, or other addition to functionality of Services (including in-app purchases) shall be subject to the terms of this Agreement, unless otherwise provided in terms associated with such addition. All copyright and other proprietary notices on any Game content must be retained on any copies.

## **Ownership**

10.3. The copyright or otherwise legally protected materials provided as part of the Services to you are licensed to you and not sold. We own all rights, title, and interest, including without limitations any titles, computer code, themes, objects, characters, character names, stories, dialogue, catchphrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, method of operation, documentation, character profile information, accounts, virtual currency and virtual items, and material produced by Us and/or received or made available while using the App and all related intellectual property rights, in and to Service.

## **11. Confidentiality & Privacy Notice**

11.1. Personal information that you provide to Us via the App and any information about your use of the Services that We obtain will be subject to the Privacy Notice.

11.2. The Privacy Notice published on the bottom of the App constitutes an integral part of these Terms.

## **12. Liability**

12.1. For non-performance or improper performance of their obligations under these Terms, you shall be liable in accordance with these Terms and the Applicable Law, unless otherwise provided hereby.

12.2. You shall not violate or attempt to violate the provisions of these Terms. In case of violation or an attempt of violation of the Terms, your access to the Services may be terminated.

12.3. We reserve the right to report violations committed by you during the use of the App and the Services to the authorized government bodies.

## **13. Disclaimers and Limitations of Liability**

13.1. The App and the Content is provided without any guarantees, conditions, or warranties as to its accuracy, quality, and fit for a particular purpose or need.

13.2. We do not guarantee that App and the Services are error-free, reliable, or will operate without interruption. The App and the Services are provided to you on the "AS-IS" basis.

13.3. If you are not satisfied with the conditions and/or quality of the App or the Services, you must stop using the App and the Services. Your use of the App and the Services shall mean that you have no claims regarding conditions and/or quality of the App and Services.

13.4. In no event shall To The Moon, its officers, directors, employees, agents, and all third-party service providers, be liable to you or any other person or entity for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever, including any that may result from:

- (i) the accuracy, completeness of Services, or Content;
- (ii) the accuracy, completeness, or content of any sites linked (through hyperlinks, banner advertising or otherwise);
- (iii) the quality of the App and the Services;
- (iv) personal injury or property damage of any nature whatsoever;
- (v) third-party conduct of any nature whatsoever;
- (vi) any unauthorized access to or use of our servers and/or any and all Content, personal information, or other information and data stored if such unauthorized access did not directly occur due to the To The Moon actions or inactions;
- (vii) any interruption or cessation of the provision of the Services to or from the App;
- (viii) any viruses, worms, bugs, trojan horses, or the like, which may be transmitted to or from the App or any third-party websites/apps;
- (ix) any loss or damage of any kind incurred as a result of your use of the Services, whether or not the To The Moon advised of the possibility of such damages;
- (x) losing access to your Account;
- (xi) any errors or malfunctions caused by or otherwise related to third-party payments service providers;
- (xii) other risks associated with the use of online platforms.

## **14. Indemnification**

14.1. To the extent permitted by Applicable Law, you agree to defend, indemnify, and hold harmless To The Moon from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from:

- (i) your use of and access to the Services;
- (ii) your violation of these Terms; or
- (iii) your violation of any law, rule, or regulation, or the rights of any third party.

## **15. Force Majeure**

15.1. In case of any circumstances of insuperable force (i.e. events of extraordinary or insuperable nature) that have occurred and remain in effect beyond the To The Moon's and yours ("Party") control and that a Party could neither foresee nor prevent for objective reasons, if these circumstances prevent a Party from proper fulfilment of its obligations hereunder, the term for fulfilment of such obligations hereunder shall be extended for the period of the effect of such circumstances of insuperable force.

15.2. The circumstances of insuperable force shall include wars and other military operations, earthquakes, floods, and other natural disasters, adoption of laws and regulations by state and local authorities, failure of power supply or communication system

or other similar circumstances that prevent the Parties from the proper fulfilment of their obligations hereunder.

## **16. Dispute Resolution**

16.1. You and To The Moon shall endeavour to resolve through negotiations all disagreements that may arise between you and To The Moon during the validity term hereof.

16.2. For the purposes of resolving disputes between you and To The Moon e-mail correspondence with the authorized persons of the To The Moon at [info@tothemoon.game](mailto:info@tothemoon.game) shall be effective and binding means of communication.

16.3. If you fail to reach an agreement with the To the Moon within 30 (thirty) calendar days from the start of negotiations, the dispute shall be submitted to the competent court under the Applicable Law.

## **17. Term and Termination**

17.1. This Agreement runs for an indefinite term.

17.2. You may terminate the Terms with immediate effect by deleting your account from the App.

17.3. We may terminate these Terms at any time at our own discretion without explaining the reasons for this decision. The grounds for such termination may be a breach of these Terms. If we have reasonable ground to believe that You are in breach of these Terms, we may suspend Your access to the App/or terminate these Terms.

## **18. Severability**

18.1. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

## **19. Final Provisions**

19.1. These Terms shall remain in force until terminated by To The Moon. We may terminate these Terms at any time at our own discretion without explaining the reasons for this decision.

19.2. If any questions have not been regulated by these Terms, they shall be regulated under the Applicable Law.

19.3. These Terms and Conditions, Privacy Notice any other notices and disclaimers on the App constitute the entire agreement between you and the To The Moon regarding your use of the Services.

19.4. Should you have any comments, questions, complaints or notices, please contact Us at [info@tothemoon.game](mailto:info@tothemoon.game) or via the feedback form integrated into the App.