USER AGREEMENT

Article 1. General provisions

1.1 This document is a public offer of the MINEWAY project called "Executor".

1.2.   This document is official and is published on the Executor's

website: https://mineway.one/user-agreement.pdf

1.3.   By registering in the MINEWAY project products and (or) performing any legally significant actions in relation to any Executor's products, you automatically confirm that you have fully read, understood and agreed with the following provisions of this agreement, undertake to comply with them and take responsibility in case of violation.

1.4.   This document regulates the legal relations between you - the User of MINEWAY (hereinafter - "**User**") and MINEWAY (for more information see paragraph 2.4. of Article 2 of this Agreement). The User and the Executor are hereinafter referred to as the "**Parties**".

1.5. The provisions of this agreement may be revised unilaterally by MINEWAY in all parts. The Executor in its turn undertakes to reflect all changes on the page indicating the date of the last change.

Article 2. Terms of the agreement

2.1 Player - is an Account created by the User and owned by MINEWAY, which is a set of data the User needs to use the MINEWAY Project Products: authorization (authentication) of the User, access to internal values, statistical indicators and other similar information.

2.3 Donate Store - a resource located on the Executor's website at: https://mineway.one and allowing the User to purchase non-activated data and commands, generated by them audiovisual displays (hereinafter - Donation Services) for the payment of the Remuneration.

2.4. MINEWAY - legal address + **help@mineway.one**.

2.5 Information about the individual rules of each game server can be found in the public discord server: https://discord.com/invite/mineway-905458975271706624/.

2.6 Remuneration - a payment to the Executor for granting the User the rights to use non-activated data and commands generated by them audiovisual displays, within the limits set forth in this Agreement. The amount of Remuneration is determined by the Executor and depends on the volume of non-activated data and commands, the right to use which is transferred to the Player. Information about the Remuneration is posted by

the Executor on the Internet at: https://mineway.one/and (or) in other MINEWAY products.

2.7 Project Media - the Executor's official pages are located in Interconnected Networks located at the following addresses:

a) Web: https://mineway.one/

b) Discord: https://discord.com/invite/mineway-905458975271706624/

Article 3. Other Documents You Accept

3.1 This EULA includes the following documents that are incorporated herein by reference

a) Cookies Policy;

b) Privacy Policy;

c) etc.

Article 4. Terms and Conditions of the Agreement

4.1. You must read all of the terms of this EULA before you install and use any MINEWAY Product. If you do not agree to all of the terms of this Agreement, you may not install and/or otherwise access MINEWAY Products.

4.2 The User shall not use the services of the Executor insofar as it is prohibited by the law of the territory on which it is located, including age restrictions. The Executor assumes (supposes) that the User is familiar with the existing restrictions of Minecraft, MINEWAY, therefore in case of non-compliance of the User with the declared requirements, the **User will take** responsibility for their violation

Article 5. Subject of the Agreement

5.1   Under this agreement, MINEWAY gives the User the right to use its products to the extent, manner and territory specified in the agreement, subject to the observance by the User of all the provisions of this Agreement, the rules of the server.

5.2   Executor gives the User the right to receive additional non-activated data, commands, generated by them audio-visual displays of MINEWAY products, exclusively through the Donate Store for the payment of the Remuneration.

5.3   Payment of the Remuneration is not a prerequisite for the User's participation in the MINEWAY Products and is at the User's discretion.

Article 6. User account permissions

6.1   By registering on the project and/or making any legally significant actions in relation to MINEWAY, you agree that you do not have ownership or any other rights to the account (for details: part 2.1 Article 2 of this Agreement), as well as additional funds and functions, unlocked independently: on a savings or commercial basis.

6.2   The Executor shall not be held liable for the destruction, deletion, modification, damage, hacking or any other damage or loss of access to the account.

6.3   In connection with the breach of rules of the current agreement, the Executor has a right to choose the nature and degree of sanctions imposed on the Player's account at its own discretion, **without notifying the User**.

Article 7. Terms and Conditions for Using Project Products

7.1 The User understands and agrees that he/she is solely responsible for any materials or other information that he/she posts on the Website, in chat rooms or by any other means communicates to other users or makes available to the public.

Article 8. Rights and Obligations of the
Parties
8.1 The User has the right to:

a) Use the Products of the Project;

b)   Activate non-activated data and commands after the payment of the Remuneration to the Executor;

c) Require the Executor to comply with the terms of the current Agreement;

d)   Contact the Executor for competent assistance in the event of any problems with the Project Products;

8.2 The User is obligated to:

a) Strictly abide by the terms of this Agreement;

b) Comply with the Project Rules;

c)   Before performing any legally significant actions in relation to the Executor, check the current edition of the Agreement for changes;

d)   Not to use any equipment and/or other devices to interfere with the Executor's activities to provide all types of services reflected in the current edition of the Agreement;

e)   Not to use third-party websites/services for the purchase of non-activated data and commands provided to the Player on a commercial basis;

f)   Distribute confidential information of other Users/Products of the project for commercial or noncommercial purposes to a certain or unlimited circle of persons;

g)   Distribute for commercial or noncommercial purposes, transfer to third parties the right to use non-activated data and commands, as well as generated by them audiovisual displays provided to the User for the Remuneration (unless otherwise provided by the Executor), as well as disseminate information about the intentions to commit this action;

h)   In case of any disputes between the Executor and the User the Parties are obliged to use the pre-trial procedure of dispute resolution.

8.3 The Executor has the right to:

a) On the basis of a violation of the current Agreement and/or other documents referenced in the Agreement, apply sanctions to the Player at its sole discretion;
b) Grant at its own discretion and free of charge to any User the right to use non-activated data and commands, which can be received on a paid basis.
c) Grant the User the right to use all activated data, commands and generated audiovisual productions of the Project Products free of charge.
d) At any time, unilaterally limit, expand, or change the content of the Project Products without notification to the User.
e) At any time change, delete any information posted by the User on the Executor's Resources, including statements, and announcements of the User.
f) At any time perform any of the following actions: close the server, pause the server, delete the content of the User, delete the details of the User, and delete the items of the User. Not limited to one action and all can apply without notifying the User.

8.4 The Executor shall:

a)   If the terms of the current Agreement are changed, notify the User by publishing the relevant changes on the website page: https://mineway.one/

b)   If payment of a fee is not a prerequisite for using the Project Products, grant the User the right to use the activated data and commands for free, unless this Agreement provides otherwise.

c) Provide quality and complete services in accordance with the current Agreement.

d)   If the User acquires for the Remuneration non-activated data and commands, generated audiovisual effects, provide them to the Player who made the

payment in the Donate Store.

Article 9. Contingencies (Force Majeure)

9.1   The Executor shall be exempt from liability for full or partial failure to fulfill his/her obligations hereunder if such failure is caused by unforeseen and/or force majeure about which the Executor shall be obliged to inform the Users in the Official Media Resources and/or Project Products.

9.2   All situations are considered as contingencies, including (**but not limited to**): prohibitive actions of the authorities, natural disasters, catastrophes, equipment, telecommunication and electric networks failures, actions of malicious programs, etc.

Article 10. Non-activated data and commands

10.1   The User may, at his/her own discretion, receive Rights to non-activated data and commands (hereinafter - the "Donation Services") provided by the Service Executor through the payment of the Remuneration to the Service Executor exclusively via the Donate Shop.

10.2   By purchasing the Donation Services, the User agrees that the game is not a gambling game, a game for money, a contest or a bet.

10.3   The Executor may alienate the Donation Services from the Player on the basis of the User's and/or the Player's noncompliance with the terms of this Agreement.

10.4 The amount of payment for Donation Services:

a)   The Executor is entitled to change the existing Coin exchange rate unilaterally at his own discretion and is obliged to inform the Users about that as specified in art. 8.4
(a) of the current Agreement.

b)   In certain cases, the payment method operator may charge a fee in excess of the fee set by the Executor. The User understands and hereby agrees that when making a payment through certain payment methods, the final amount of the fee for the Rights to non-activated data and commands may differ from the amount of the Remuneration established by MINEWAY.

c)   By making payment for the Donation Services in the Donate Store, the User agrees that Coins, as the virtual currency of the site, are not refundable or transferable. Coins available on the Player's balance are not private property, have no value outside of the
Executor's Products and can only be used for internal use in the Executor's Products.

10.5   Payments are made by the User by transferring money in favor of MINEWAY through the payment methods supported by the Executor. The list of available payment methods is determined by the Executor unilaterally and is specified in the Donate Shop or otherwise.

Article 11. Dispute Resolution

11.1 All disputes between the parties to this Agreement shall be settled by correspondence and negotiation using the mandatory pre-trial (complaint) procedure. Suppose the Parties cannot reach an agreement through negotiations within thirty (30) calendar days from the date of receipt by the other Party of a written claim. In that case, consideration of the dispute may be transferred by any interested Party to the court at the place of registration of MINEWAY in accordance with the procedural and substantive law of the state of registration of MINEWAY.

Date of Last Revision: February 11th, 2024