

TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT BEFORE ACCESSING IT.

Last update: 04/01/2024

When you click on “Register”, “I Agree” or a similar button when registering or logging in (logging into your personal account) on the Website using your account, as well as when using the Services, this legally binding agreement is concluded between you, the user Website and Services (“you”) and the Company (“we”) (the “Agreement” in future).

1. DEFINITION

“WEBSITE” means the online or mobile sites we provide that provide you with access to our Services. The main website may have several subsites (either exact copies or modified versions) accessible on different domain names (that is, they can be accessed from different URLs). These sub-websites are used by our partners to distribute, promote and market our services, in which case we provide services only and are not responsible for the advertising, marketing campaign or other promotions carried out by these third parties.

“COMPANY” means the owner of the Website, individual entrepreneur Yakymenko Iryna Mykolaivna, RNOKPP 2733411962, address: Ukraine, 03134, Kyiv, st. Cilceva Doroga, house. 5, apt. 197 (also referred to as “Megabox”, “us”, “we”, or “our”).

“ACCOUNT” means a set of user data necessary to recognize (authenticate) him and provide access to his personal data and settings stored in a computer system. An account is created for you by completing the registration process on the site for further authorized access and use of services on the site.

“RESULT(S)” means items randomly selected from the Case that you paid for.

“RANDOM CASE” means different types of goods selected according to certain categories. The goods included in one Case are equal to each other in terms of characteristics and, in particular, in cost.

“SERVICES” – provides for the provision of Results to you in exchange for your payment of a fixed amount of money or Bonus Points for a Case that you have selected on the Website.

2. INTRODUCTORY PART:

2.1. When opening the website, using and/or visiting any of its sections (“website”), as well as by clicking the “Register”, “I Agree” or similar button, the user automatically agrees to the User Agreement, Privacy Policy, Cookies Policy, any

promotional terms, bonuses and special offers that will be provided on the Website from time to time, and agrees to our use of cookies.

All of the above terms and conditions are set forth below as “Terms”. Before accepting the Terms, the user agrees to read them carefully. If you do not agree to the terms of this Agreement, we recommend that you stop using the website services. Continued use of the site automatically confirms your acceptance of the Terms.

3. GENERAL CONDITIONS

3.1. The Website is owned, controlled and operated by the Company.

3.2. The Company has the right to add, edit and delete any terms and conditions for a number of reasons, including legal (as required by changes in legislation, force majeure), commercial, and customer service reasons. The current Terms in their current form, as well as the effective date, are available on the Site. The Company undertakes to inform you of any changes, additions or modifications. When changes are made to the rules, a new version of the Terms will be posted on the website. It is the responsibility of the User to review these Terms and Conditions. To avoid any misunderstandings, we encourage you to regularly check for updates to the Terms. The company reserves the right to make any changes to the operation of its website (software, maintenance procedures) and change the requirements in accordance with current legislation at any time and without prior notice to users.

3.3. If you refuse to agree to the changes, you agree to cease using the website as your continued use of any part of the website from the effective date of the updated Terms and Conditions will automatically be deemed to constitute your acceptance of the updated Terms and Conditions, including any additions, deletions, substitutions or other changes to identifying information relating to the Company referred to in clause 2.1 of these Terms, regardless of whether you have received notice or have reviewed the updated Terms.

3.4. You acknowledge that you are aware that this Agreement and any services are not a lottery or other risk-based game. After paying for the order (Case), you will receive one result from the Case (one Product), unless otherwise specified in the Case description. You can familiarize yourself with the assortment of each Case; current market prices are indicated for each item/product. Before purchasing a Case and paying for it, you must familiarize yourself with the list of items/goods, one of which will be selected at random as a result, i.e. purchased Product.

3.5. The Website is available to Users located throughout the world, so you must evaluate whether visiting the Site or using our Services complies with any local laws and regulations.

3.6. This website is provided "as is" without any representations or warranties of any kind, express or implied, including, but not limited to, warranties of accuracy, merchantability, fitness for a particular purpose. None of the parties involved in the

creation, provision of services and the site shall be liable for any direct, incidental, consequential, consequential or punitive damages, or any other losses, costs or expenses of any kind that may arise directly or indirectly through access, use or browse the website, or inability to use any part of the website or services. Nothing on this website constitutes or is intended to constitute any advice. If you require advice on any legal or financial matter, you should seek advice from appropriate subject matter experts.

4. LEGAL REQUIREMENTS

4.1. By using the Services, you represent and warrant that you are of legal age (that you are over 18 years old) and have the right, authority and legal capacity to enter into this Agreement and to comply with all terms and Conditions. The company's services can only be used by persons who are 18 years old or older at the time of using the website.

4.2. You are solely responsible for compliance with applicable laws and represent your full legal right to use the Services.

4.3. The company operates exclusively within the legal framework and does not provide services that contradict the current legislation of Ukraine and/or Spain and/or Mexico. You acknowledge, agree and warrant that your use of the services on the website complies with all applicable laws, rules and regulations of Ukraine and/or Spain and/or Mexico, depending on your own jurisdiction. The Company does not accept any responsibility for illegal or unauthorized use of the website's services.

5. YOUR ACCOUNT AND PAYMENTS

5.1 To start using the Service, you must register: create an Account on the site, indicating your username, current email address and password.

5.2. You must not disclose your registration details to anyone, allow anyone to use them, transfer your account to third parties, or allow any other third party to use your account. You are responsible for maintaining the security of your account and registration information.

5.3. Once you become a registered user, an Account will be opened for you in our system where your funds and payments will be recorded and displayed (“Account Balance”).

5.4. You can deposit funds into your account balance using any of the methods specified and provided by us. We will deposit such funds into your account balance upon actual receipt by us. We use third party payment processors to process deposits; they are not processed directly by us. Your account balance will only be credited if we receive a confirmation and authorization code from the payment provider. If authorization is not received from your payment provider, your account balance will not be credited.

5.5 Payment for services will be made provided that there are sufficient funds in your account.

5.6. You are responsible for any fees, taxes or other costs associated with the purchase and delivery of your items incurred as a result of your dealings with payment service providers.

5.7. We have the right to suspend and/or terminate your account in accordance with the terms of this Agreement. If your account is suspended or terminated due to your violation of this Agreement or any applicable law, any account balance and bonus points balance in said account may be forfeited.

5.8. You may not assign your rights and obligations under these General Terms and Conditions to any third party.

6. RECEIVING THE GOODS

6.1. The user independently selects the RANDOM CASE category (all categories are presented on the website).

6.2. The user agrees that he pays only for a RANDOM CASE, which makes it possible to purchase (buy) a specific product in different price categories, determined randomly.

6.3. The User agrees and understands that the price of a RANDOM CASE may exceed the cost of the items/goods, and may also be lower than the cost of the RANDOM CASE purchased, you accept this possibility and forfeit any claim or additional compensation for such difference in cost.

6.4. None of the website employees, as well as users, know or can know the value of the result in advance, since the choice is determined randomly.

6.5. The website under no circumstances returns money spent on a RANDOM CASE and does not exchange the product for another; it is not responsible if the payment for a RANDOM CASE was significantly higher than the cost of the Result (purchased Product). All sales are final, once a deposit has been paid we do not issue refunds.

6.6. You accept and agree that the outcome of purchases is determined by our random number generator. In case of any disagreements on the display of the balance in your account or the results in your browser and on the Company's server, the records presented on the Company's server are reliable and final.

7. DELIVERY CONDITIONS

7.1. Once we have received your payment in full for the items and shipping, you will receive delivery within 45 days. Delivery is carried out throughout the entire territory of Spain, and/or Mexico, and/or Ukraine, with the exception of the temporarily occupied territories of Ukraine, by any available method. The site administration does not resend the package. If for some reason you did not pick up the parcel at the post office or did not receive it by another delivery method (selected on the website) within the allotted time, it will be returned to the sender. Please note that if there is an error in the full name when making delivery, the Company is not responsible for the shortage of goods.

7.2. The delivery period may vary depending on the availability of the Goods and subject to any delays due to postal/delivery service delays or force majeure for which the Company shall not be liable.

7.3. Notwithstanding the foregoing, there may occasionally be cases where a Product randomly selected as a Deliverable Product is not currently available. In such a situation, there are two possible solutions: 1) the goods you ordered can be replaced with similar ones (within the specified prices on the site) OR 2) the cost of the product is compensated to the user's balance on the site at the discretion of the site administration if this product is unavailable.

7.4. We may cancel any order and/or refuse to provide you with services without reason. In this case, the amount you paid for the product will be returned to your Account Balance.

7.5. If you received a product with defects/non-working/unsatisfactory appearance or other damage, you must contact technical support no later than 24 hours from the date of receipt of the parcel and be sure to provide a video of the unpacking of the product. Requirements for video material and packaging process: the video should not be edited using programs and should not be interrupted; the video must be of good quality; the video should clearly show the entire unpacking process without interference, interruptions or frame changes; the package and unpacked goods must be clearly shown throughout the entire video; the invoice on the parcel should be clearly visible in the video; there should be no signs of preliminary opening on the parcel (it is necessary to show the parcel and its packaging from all sides); you must show the product and all its components (if any) from all sides; you must demonstrate empty packaging of the parcel and goods; you must demonstrate defects and failure of the goods (if any); If at least one of the above requirements is not met, no refund or replacement of goods will be issued.

8. SYSTEM FAILURE

8.1. When using the website's services, you may encounter circumstances in which your selected Products will not be received. In this case, the website will make every effort to resolve the situation and will try to resolve your issue as quickly as possible. The maximum period for reviewing a defect/error is 45 working days.

8.2. In case of failures in RANDOM CASES, we will try to fix them as quickly as possible. The Company is not responsible for malfunctions and malfunctions of the equipment used, as well as for any failures in the operation of your Internet provider.

8.3. We are not responsible for any harm caused to you or damage that you suffer as a result of technical failures, infection of your computer with viruses or other malware when using the website or posted links

9. RELEASE OF LIABILITY

9.1. The services on the site are provided in accordance with these Terms and are fully governed by them. The Company does not provide additional warranties regarding the website or the services located on it.

9.2. The company is not responsible for the content of websites that may be linked to on our website. We are not responsible for any loss/damage.

9.3. All complaints or inquiries related to any results, third-party advertising or promotion of our Services (including marketing and other campaigns conducted by

our partners), third-party services, including, but not limited to, payment services, products, offers and resources should be sent to the address of that third party.

9.4. We provide only those services that are described in this Agreement and on the Website.

9.5. We are not responsible for any offers, promotions, promises or warranties used or made by affiliates or other third parties advertising or otherwise promoting the Website and/or Services.

9.6. We are not responsible for any harm or damage incurred as a result of technical failures, the penetration of malware into your computer when using the website or links posted on it leading to web resources that do not belong to us.

9.7. If any part of these Terms is found to be invalid, illegal or unenforceable in any respect, it will not affect the validity or enforceability of the remaining Terms. The section titles in the Terms are for convenience only and have no legal or contractual effect. Any failure to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision.

9.8. You agree that use of the site is at your own risk.

10. FORCE MAJEURE CIRCUMSTANCES

10.1. In the event of force majeure, we will not be liable for any failure/delay in performance of any of our obligations. Force majeure means force majeure, including natural disasters, war, civil unrest, communication failures, DDOS attacks, etc.

10.2. In force majeure circumstances, the Company has the right to cease its activities. All obligations set out in these Terms are suspended until the end of the force majeure period. At the same time, the Company will do everything possible to eliminate disruptions in its work under force majeure circumstances and find ways in which we could fulfill our obligations to users.

11. VIOLATION OF TERMS

11.1. You agree and take full responsibility for reimbursement of any claims and expenses (including legal) that may arise from your violation of these Terms and the law.

11.2. If you violate the Terms, we have the right to:

11.2.1. send you a warning about the violation with a request to stop such activity;

11.2.2. restrict/terminate access to the website;

11.2.3. calculate the amount spent on a RANDOM CASE, as well as withhold the purchased product due to any violation of the Site Terms by you

12. PRIVACY POLICY

12.1. When using our Website we may collect some information about you, your device or about how you are using our Website. For easier understanding we placed all information about data collection in separate document called Privacy Policy, which is available on the Website. Please review our Privacy Policy in its entirety to get a clear picture on how we collect, store, use and remove any data which we may collect from you.

13. WEBSITE, OWNERSHIP

13.1. The contents of this site are subject to copyright laws and other intellectual property rights. All materials available for download on the site may only be downloaded onto one personal computer and/or printed solely for personal, non-commercial use.

13.2. All intellectual property rights in the Site belong to us absolutely and may not be reproduced without our prior written consent.

13.3. Nothing in these Terms shall be understood or intended to transfer any such intellectual property rights to you or any other third party.

14. TERMINATION OF THE AGREEMENT

14.1. We may terminate this Agreement with or without cause or notice.

14.2. You may close your account with us at any time and terminate this Agreement. If you want to close your account, please notify support.

14.3. We may terminate this Agreement as provided elsewhere in this Agreement and/or if:

- You materially breach the terms of this Agreement;
- We become aware that you are involved in illegal activities (as defined above in this Agreement);
- By decision of law enforcement and judicial authorities.

14.4. If your account is terminated, any content in your account and all rewards points in your account will be void.

14.5. If we terminate this Agreement for any reason, we may, at our discretion, suspend or withhold the Account balance and/or deduct from your Account the amount of any redeemed bonuses. The rights set forth herein do not affect other rights we have under this Agreement or any applicable law.

14.6. In providing the Services, we have the right to take any action we deem necessary in our sole discretion to ensure compliance with applicable laws.

15. DISPUTE RESOLUTION

15.1. Disputes and controversies arising between the Company/Organizer (Individual entrepreneur Yakymenko Iryna Mykolaivna) and its clients are resolved through negotiations, and in case of failure to reach an agreement, they are resolved in the court of Kyiv, in accordance with the current legislation of Ukraine.

15.2. You agree that any claim or cause of action arising out of or related to use of the website, Services or Terms may be filed within one (1) year after such claim or cause of action arose or be forever barred. In case will our aggregate liability exceed the amount you paid us, if any, for the last month giving rise to the claim, to the extent applicable under applicable law.