

TERMS OF USE

1. Terms and definitions

1.1. The parties to this Agreement have agreed to use the following terms and definitions when interpreting this Agreement.

1.1.2. Ubego administration - employees authorized to manage The Ubego website and mobile application, acting on behalf of IP Frumkin Konstantin Evgenievich, who is the legal copyright holder of Ubego.

1.1.3. Quest is an educational and entertaining game in which the User must follow a specific route, performing tasks in accordance with certain scenario and conditions, which include requirements in depending on the conditions of a particular Quest. The varieties of Quest are street, urban, indoor quest, excursion, role-playing game and others formats. Quests are purchased for an appropriate monetary fee, indicated on the Site. The quest may provide goods and provide additional services: acting, service and others, including using additional equipment. Quests may have conditions, in which Participants receive material prizes.

1.1.4. Content – images, text, audio, video materials and others informational materials contained on the Site and/or in Mobile application.

1.1.5. Mobile application – Ubego mobile application, designed for installation and use on a tablet, smartphone or another device that allows you to use the Mobile Application on its functional purpose.

1.1.6. Personal data – any information that the User provides information about himself when registering an Account or authorization, as well as during further use of the Application.

1.1.7. Ticket - a ticket in electronic digital form, giving the User the right for the purchase of a specific Service.

1.1.8. Partner - an individual and/or legal entity directly providing paid services for conducting the Quest.

1.1.9. User – an individual who accepts the terms User Agreement.

1.1.10. Website – a website accessible on the Internet at a network address <https://ubego.ru>, as well as on all its subdomains.

1.1.11. Service – a set of services provided to the User with using the Site and/or Mobile Application, as well as the Site itself, Mobile application and other Ubego software.

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1.1.12. Certificate is a document compiled in electronic digital form, having a unique code and activated on the Site or Application. At upon activation of the Certificate, a sum of money is credited to the user's account, equal to the face value of the Certificate.

1.1.13. Agreement – User agreement between the User and Ubego administration, establishing the rules for using the Site and/or Mobile application.

1.1.14. Service is the opportunity provided to access participation in Quests.

1.2. All other terms and definitions found in the text of the Agreement are are interpreted by the Parties in accordance with the legislation of the Russian Federation and the usual rules of interpretation established on the Internet relevant terms.

2. General provisions

2.1. This Agreement constitutes an agreement between Ubego administration and individual, duly acceded to this Agreement to use the Service (hereinafter referred to as the "User"), and establishes the terms and conditions of use Users of the Site, Mobile Application, as well as all existing and services of the Site and/or Mobile application created in the future, including including the terms of use of the posted and/or hosted Content including, but not limited to, text materials, images, User comments. The terms of this Agreement are public offer in accordance with Art. 437 of the Russian Civil Code Federation. Use of the Application is possible exclusively under the terms present agreement.

2.2. The service is intended for the User to view Quests and to participate User in Quests without charging a fee, as well as for purchasing Services by the user for an appropriate monetary fee, which is detailed regulated in section 7 of this Agreement.

2.3. Taking into account the User's acceptance of the terms of this Agreement, The Ubego administration grants the User the right to use The service is subject to a simple (non-exclusive) license.

2.4. A mandatory condition for concluding this Agreement is full and unconditional acceptance and compliance by the User with the requirements and provisions of this Agreement.

2.5. This Agreement is concluded by accepting the proposed offer for the stated conditions. Acceptance of this offer, in accordance with Art. 438 Civil Code of the Russian Federation, is the commission by the person who received the offer of any of the following actions:

- 1) passing User Authorization; Ubego
- 2) start using the Service on the Device in any form with using the Mobile Application or Website.

Completion of the above actions confirms familiarization and complete unconditional acceptance by the User of the terms and conditions set forth herein document, and from the moment they are completed, the Agreement is considered concluded between the User and the Administration of Ubego on the given conditions in accordance with the provisions of Art. 437 and art. 438 of the Russian Civil Code Federation. If the Ubego Administration has made any amendments to the Agreement in the manner provided for in clause 2.7 of the Agreement, with which the User does not agree, the User is obliged to stop use of the Site and/or Mobile Application. In case of disagreement User with any of the provisions of the Agreement, the User has no right use the Site and/or Mobile Application. If the User is already registered on the Site and/or Mobile Application, he must stop using the Service. Funds deposited previously, when this will not be returned.

The fact that the User uses the Service, any of its services, functionality, as well as registration of the User on the Service (creation account) constitutes full and unconditional acceptance of this Agreements, ignorance or lack of familiarity with the terms of which does not exempt The user is not held liable for failure to comply with its terms and conditions.

2.6. The User has the right to use the Service in accordance with the terms of this Agreement in the following ways:

- 1) Installation of the Mobile application on the Device;
- 2) Use of the Service according to its functional purpose.

2.7. Ubego administration reserves the right to make changes to this Agreement without any special notice. New the edition of the Agreement and/or the mandatory documents specified therein comes into force into force from the moment it is posted on the Internet on the corresponding page Website and/or Mobile application, unless otherwise provided by the new edition of the Agreement, and the User undertakes to independently regularly track changes to the Agreement. Continued use By the User of the Site and/or Mobile Application after posting changes to this Agreement will mean the User's consent to these changes.

2.8. Ubego administration reserves the right at its own discretion determine the fact of violation by the User of the terms of this Agreement and take such legal measures as it deems appropriate.

2.9. This Agreement is an open and publicly available document. The current version of the Agreement is published on the corresponding page on the Website and Mobile Application. Ubego

2.10. If there are contradictions with the information specified in the software interface Ubego, this Agreement shall take precedence.

3. User registration. User Account

3.1. To use some services of the Site or Mobile application The user may be asked to provide contact information for feedback and/or go through the registration procedure, as a result of which A unique account and Personal Account are created for the User. On one person registers one account and one personal account respectively.

3.2. The user undertakes to provide accurate and complete information about yourself on the questions proposed on the site and maintain this information in current state. If the User provides an inaccurate information or if the Ubego Administration has grounds believe that the information provided by the User is incomplete or is unreliable, the Ubego Administration has the right at its discretion block or delete the User account, if any, or refuse the User to use the Site and/or Mobile applications.

3.3. The Ubego administration reserves the right to demand at any time from the User confirming the data specified during registration, failure to provide which, at the discretion of the Ubego Administration, may result in consequences provided for in clause 3.2 of the Agreement. In case the data The user specified in the documents provided to them do not correspond data specified during registration, as well as in the case when specified during registration data does not allow identification of the User, The Ubego administration has the right to deny the User access to the account and use of the Site and/or Mobile Application.

3.4. Personal information of the User contained in the account User, is stored and processed by the Ubego Administration in accordance with with the terms of the Privacy Policy.

3.5. The user is solely responsible for safety (resistance to guessing), as well as confidentiality of the selected password and for all actions (their consequences) within or using the services of the Site and/or Mobile application under the User account, including cases of voluntary transfer by the User of data to access the account User records to third parties under any conditions.

3.6. The User is obliged to immediately notify the Ubego Administration of any case of unauthorized (not authorized by the User) access to services of the Site and/or Mobile application using an account User and/or person violation (suspicion of violation) confidentiality of your password.

4. Rights and obligations of the User Ubego

4.1. The user undertakes to duly comply with the terms and conditions present agreement.

4.2. The user personally bears full responsibility for the content he distributes. Information.

4.3. When registering on the Site and/or Mobile Application, you undertake provide reliable and up-to-date information about yourself. The user is obliged periodically update credentials and other information that he provided upon registration to ensure its accuracy, currency and completeness.

4.4. The User is obliged not to use the Service to register more than one account for the same person.

4.5. The User undertakes not to use the Application in violation of the rights and legitimate interests of the Ubego Administration, third parties, this Agreement and legislation of the Russian Federation.

4.6. The User undertakes not to mislead when using the Application. other Users and third parties.

4.7. The user assumes all possible risks associated with errors and inaccuracies he made in the data provided, incl. At entering identification data during use functionality of the Service.

4.8. The user is responsible for all actions performed under his account, and using its login and access code, as well as for all actions performed from his Mobile device on which he is using Mobile app. The user is solely and fully responsible for responsibility for actions performed under his account, as well as for any consequences that could or have resulted from such usage. For verification purposes, your account may be subject to temporary blocking.

4.9. The user undertakes to independently monitor the relevance of of this User Agreement, the content of which may change, including additions. Risk of untimely familiarization The User's terms and conditions of the User Agreement lie with User. Versions (releases) of the Application may be updated. User undertakes to independently monitor versions (releases) of the Application and install updated versions (releases) of the Application on your Mobile device. Incorrect operation of the Application and other unfavorable consequences caused by the outdated version of the Application on mobile device of the User, lie on the User.

4.10. By agreeing to the terms of this Agreement, the User confirms its rights and legal capacity, confirms the authenticity data entered by him during registration and assumes full responsibility for their accuracy, completeness and reliability. Ubego

4.11. The User agrees and understands that he is using the Service solely at your own risk. The administration of Ubego does not assume any responsibility, including for the compliance of the Site and/or Mobile applications, as well as all existing and future services created Website and/or Mobile Application, the goals and expectations of the User.

4.12. The user has the right to contact the Ubego administration in any way in the manner specified on the Site and/or in the Mobile Application.

5. Rights and obligations of the Ubego Administration

5.1. The Ubego administration provides the User with Services, content and the terms of which are determined in accordance with this Agreement.

5.2. The Ubego administration has the right, but is not obligated, to notify the User about changes to the Agreement.

5.3. The Ubego administration reserves the right, at its own discretion, discretion to edit or delete any information published on the Service information, suspend, restrict or terminate access User access to all or any of the sections of the Service at any time by for any reason or without explanation, with prior notice or without it. In this case, the Parties agree that the Ubego Administration does not is responsible for any harm that may be caused to the User by such actions. The User understands and hereby acknowledges that the specified actions are an integral part of the process of functioning of the Service, and also consents to their commission by the Ubego Administration without prior notice to the User.

5.4. The Ubego administration has the right to provide the User with the opportunity creating a single account (profile) within the Service. When creation by the User of more than one account Ubego Administration reserves the right to delete accounts created by the User and/or refuse the User to use the Service.

5.5. The Ubego administration has the right to transfer rights and obligations under this Agreement to third parties for the purpose of fulfilling this Agreements without additional consent of the User.

5.6. The Ubego administration is not responsible for any errors, omissions, interruptions, deletion, defects, delays in processing or transmission of data, failure of communication lines, theft, destruction or unauthorized access to materials users posted on the Service or in any other place.

5.7. Ubego administration is not responsible for any technical failures or other problems with any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, email service failures or software scripts technical reasons.

5.8. Under no circumstances will the Ubego Administration or its representatives are not liable to the User or to any third parties Ubego persons for any indirect, incidental, unintentional damage, including lost profits or lost data, damage to honor, dignity or business reputation caused in connection with the use of the Service, the content of the Service or other materials to which you or others have accessed through Service, even if the Ubego Administration warned or pointed out the possibility of such harm.

5.9. The Ubego administration has the right to collect and use technical data and related information in accordance with the Privacy Policy.

5.10. The Ubego administration has the right to process personal User data and transfer it to third parties for the purpose of execution of this Agreement and resolution of claims related to the execution present agreement.

5.11. The User, agreeing to this User Agreement, provides his informed and voluntary consent to participate in stimulating, advertising, marketing and other activities aimed at to promote the services of the Service, partners and other third parties. Administration Ubego has the right to send information to the User in the form of PUSH notifications about the functioning of the Application, send your own or any third parties persons informational, advertising or other messages, or post appropriate, incl. advertising information in the Application itself, as well as make calls to the registered User's number.

The User has the right to refuse to receive notifications in the Application, by disabling this function in the Mobile device settings; from mailing to email by clicking on the "Unsubscribe" link in the email; from verbal calls.

5.12. The Ubego Administration has the right to provide Users with paid and free services. About the terms of provision of paid services Administration Ubego informs the User by posting on the Services relevant information about the service (name of the service, its cost, form and procedure of payment).

5.13. The Ubego administration has the right to block the User's access to Service in case of detection of violations by the User of the terms of this User Agreement.

5.14. The Ubego administration reserves the right at any time terminate this Agreement for organizational or technical reasons reasons unilaterally, blocking the possibility of using Service for the User.

5.15. Ubego administration ensures privacy and security personal data when processed in accordance with the requirements legislation of the Russian Federation and makes every possible effort to avoid unauthorized use of personal information Users. However, the Ubego Administration is not responsible for possible misuse of personal information of Users, registered Users or other persons and/or organizations, Ubego which occurred without notice to the Ubego Administration in violation or without information security of the Site or Mobile Application.

5.16. Ubego administration is not responsible for any information or Content posted on third party sites to which the User receives access, through the Application, including, without limitation, any opinions or statements expressed on third party sites.

5.17. The Ubego administration does not make any representations or warranties. regarding the timing of eliminating any problems and/or their consequences, tagged by Users.

5.18. The Ubego administration is not responsible for the actions of other Users Service, including in case of non-compliance by Users of the Service these Terms of Use and/or other legal documents.

5.19. The Ubego administration is not responsible for damage caused To the user and accompanying persons as a result of participation in the Quest. Responsibility lies solely with the Partner in accordance with legislation of the Russian Federation.

6. Intellectual property

6.1. The User acknowledges that the Service, its interface and content (including, but not limited to design elements, text, graphics, illustrations, videos, scripts, programs, music, sounds and other objects and their selections associated with the Service) are protected by copyright, trademark marks, patents and other rights that belong to the copyright holder Ubego and are its intellectual property are protected legislation on intellectual property of the Russian Federation, and also relevant international legal conventions. Any use of intellectual property results posted on the Service activity without the permission of the rightful copyright holder Ubego corresponding results of intellectual activity is illegal and may give rise to legal proceedings and bringing violators to civil, administrative and/or criminal liability in accordance with Russian legislation Federation.

6.2. Access to the results of intellectual activity posted on The Service is provided by the Ubego Administration exclusively for personal non-commercial use by Users for the purpose of familiarization with them exclusively through the Service, without the right to other use specified results of intellectual activity not specified in this Agreement. Thus, the Ubego Administration provides The User has a non-exclusive license to use the Service, namely for the launch and further operation of the Service solely for the purpose of satisfaction of personal, family, household or other unrelated entrepreneurial activity needs, without the right to transfer this license Ubego to third parties and without the right to grant sublicenses for use Service to third parties.

6.3. The user has no right to reproduce, copy, modify, destroy, rework (including performing any translation or localization), sell, rent, publish, download, otherwise distribute the Service or its components, decompile or otherwise attempt to extract the source code of the software, and change the functionality of the Service without prior written consent Ubego administration.

6.4. The user does not have the right to delete and/or change any information posted by the Ubego Administration within the Service, including signs protection of copyright and means of individualization.

6.5. The license specified in clause 6.2 of this Agreement is granted for the entire period of use of the Service by the User. This license also applies to all updates and/or additional components Services that may be created and provided in the future.

6.6. Unless otherwise expressly provided in this Agreement, nothing in this Agreement cannot be considered as a transfer exclusive rights to the Service and/or its components to the User.

6.7. The Ubego administration reserves the right to hide from Service any results of intellectual activity posted on it, without notifying the User.

7. Terms and conditions for accessing paid services of the Service

7.1. As part of the Service, the Ubego Administration provides Users with the ability to access participation in Quests for a fee. Services provided by Partners in the real world. Ubego administration provides the technical ability to participate in Quests. Direct participation (service provision) is provided by Ubego partners.

7.2. The cost of Services for the User is indicated on the Service pages with the corresponding Quest to which the User wishes to purchase access, and may vary depending on the type of Quest and/or other conditions. Upon payment the cost of a particular Service, the User unconditionally agrees with the cost of such Service and has no objections.

7.3. When paying for the Service, the User confirms that acknowledges, understands and accepts the terms of this Agreement, and that The Ubego administration reserves the right to delete from Service any Quest without notifying the User and/or adding to the Service any Quest without notifying the User.

7.4. Before paying for the Service, the User undertakes to preliminarily read the description of the Quest as part of the purchased Services, as well as Ubego The user has the right to familiarize himself with the demo version of the Quest in the event its provision. Payment by the User for the Service means that The user is familiar with the description of the Quest (and/or demo version Quest) within the framework of the purchased services and it completely satisfies him. Funds transferred by the User for providing access to Services cannot be returned (except for the cases described in clause 7.17 present agreement).

7.5. The parties to this Agreement confirm and agree that the Services are considered provided at the time of payment by the User, unless otherwise established by this Agreement. If the User refuses to participate in After completing the Quest, funds are non-refundable.

7.6. The Ubego administration has the right to block the User's access to the Service and/or account and/or Services (including paid) in the event violation by the User of the terms of this Agreement or if The Ubego administration considers the User's actions to be fraudulent or aimed at damaging the Service, undermining the reputation of the Service or brand, etc. The funds paid by the User for the Services of the Service in this In this case, they cannot be returned and the User's account is blocked.

7.7. Payment for Services can be made by the User by debiting funds from the User's Personal Account (including after certificate activation).

7.8. Access to completing a paid Quest posted on the Service within the framework of Services are provided to the User only after payment for the Services and receipt Ubego administration

confirms the fact of payment. If otherwise not provided for in the Agreement, for the purchase of Services to the User The Service may require Authorization on the Service, select relevant Service and payment method, make payment according to further instructions provided on the Service.

The parties acknowledge and agree that the Ubego Administration is not responsible for The user is liable in case of non-receipt of funds reasons beyond the control of the Ubego Administration, including, but not limited to: software failures or hardware failure banks, telecom operators, payment systems and other payment intermediaries, which ensure the acceptance of payments for Services from Users and their transfer to the Ubego Administration. The parties also acknowledge and agree that the Ubego Administration is not obliged provide Services to the User until funds are received for Service from the User to the current account of the Ubego Administration, unless otherwise provided for in the Agreement. Ubego

7.9. The cost of the Services, their content, terms and payment procedure may vary unilaterally changed by the Ubego Administration without special notifications about this to the User.

7.10. The user transfers funds to his Personal account by transferring funds to a current account or other in the ways indicated on the Site. Transfer of funds to the settlement account the account is carried out through the supported payment systems indicated on Service.

7.11. When transferring funds to be credited to your Personal Account through payment systems, the User undertakes to follow all payment instructions published on the payment system website. Right compliance by the User with the terms of payment through the payment the system is beyond the control of the Ubego Administration and it is not responsible for it no responsibility. For all questions regarding the rules for using payment systems to the User You should contact the support service of such payment systems. If the User has made transactions to credit funds funds to a current account in violation of the rules established by payment systems through which transactions were carried out, and as a result such funds did not reach the current account, Ubego Administration does not compensate such funds to the User.

7.12. Funds are credited to the User's Personal Account at the moment their receipt to a bank account or upon receipt of information from a person accepting payments.

7.13. All costs associated with transferring funds, including fees and commissions, the User bears independently and at his own expense.

7.14. The user has the right to dispose of those enrolled in his Personal Account in cash in the ways and in the manner specified in the Agreement.

7.15. The User does not have the right to withdraw funds from his Personal office.

7.16. The user is obliged to keep documents confirming payment, and provide the Ubego Administration with such documents, as well as information about circumstances of making such a payment, if requested by the Administration Ubego.

7.17. The User will be refunded the amount of money spent on the Ticket. only if the Quest is canceled by the Partner. Ubego

7.18. Refunds are made upon written request to within 10 (ten) working days from the date of application. To the application it is necessary to attach receipts confirming payment for the Quest, and the corresponding proof.

8. Final provisions

8.1. This Agreement shall be governed by and construed in accordance with legislation of the Russian Federation. Issues not resolved this Agreement are subject to authorization in accordance with legislation of the Russian Federation. All possible disputes arising of the relations regulated by this Agreement are resolved in the manner established by the current legislation of the Russian Federation, according to norms of Russian law.

8.2. If for one reason or another one or more provisions of this Agreements will be declared invalid or unenforceable force, it does not affect the validity or applicability other provisions of the Agreement.

8.3. This Agreement is concluded for an indefinite period and extends its effect to Users accessing the Service and carrying out its use, as before the date of publication of this Agreement, and after the date of its publication on the Service.

8.4. The Parties agreed that all disputes arising from the relations of the Parties governed by this Agreement (including disputes related to technical problems in the operation of the Service) must be resolved in competent court with mandatory compliance with pre-trial claims Ionic procedure for resolving disputes.

8.5. Inaction on the part of the Ubego Administration in case of violation Does not deprive the User or other users of the provisions of the Agreements Ubego administration has the right to take appropriate action to protect their interests later, and also does not mean that the Ubego Administration refuses their rights in the event of subsequent similar or similar violations.

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