

PUBLIC CONTRACT SALE-PURCHASE AGREEMENT (SPA)

This Public Contract (hereinafter referred to as the Contract) defines the terms of retail sale of goods conducted by LLC "NNG Store" (BIN 201240025541, address: Republic of Kazakhstan, Bostandyk district, Shymkent city, Karatau district, Akzhaiyk microdistrict, Altybakan street, house 77), hereinafter referred to as the "Seller", to a person who has joined this Contract in accordance with the terms specified herein, hereinafter referred to as the "Buyer".

1. GENERAL PROVISIONS

1.1. For the purposes of this Contract, the following main terms are applied:

Public contract – a contract establishing the rights and obligations of the Seller and the Buyer regarding the order of sale and purchase of goods.

User – a natural person with the necessary legal capacity to enter into this Agreement, who is granted the right to use the Site's functions under the terms provided by this Agreement.

Account – a user account created by the User and owned by the Site Owner, which is a set of data about the User necessary for their identification (authentication) on the Portal, providing the User with access to the Site's features, to use services (results of such services) provided by the Site Owner to the User, to access the User's personal data, their settings within the Site, and other similar information.

Acceptance – the Buyer's full and unconditional agreement to enter into this Contract in accordance with paragraph 5 of Article 395 of the Civil Code of the Republic of Kazakhstan, also expressed in the payment of the Goods' cost. A significant condition for entering into this Contract is the possibility, by email notification or SMS notification, to inform the Buyer about the withdrawal of the offer within 24 hours after receiving the Acceptance, in case the Goods are not in stock.

Goods – a list of multimedia assortment names for computer games, posted on the Site.

Game – a computer game.

Game Item – any object of the Game used by the user of such Game in the operation of this Game and having a certain set of characteristics and audiovisual representation in this Game.

Service - any activity or work that one party can offer another, characterized by the absence of tangible materiality of such activity and not expressed in the possession of anything related to the gaming process in the Game, obtaining improvements or creating conditions for the customer, which the customer accepted from the service provider.

Cost of Goods – the amount of payment for the Goods established by the Seller.

Site – the internet platform "Online store <https://whitedown.net/>", owned by LLC "NNG Store" (BIN 201240025541, address: Republic of Kazakhstan, Shymkent city, Karatau district, Akzhaiyk microdistrict, Altybakan street, house 77) on the Internet at: <https://whitedown.net/>

2. SUBJECT OF THE CONTRACT

2.1. The Seller undertakes to sell the Goods to the Buyer, and the Buyer undertakes to accept and pay for the Goods under the terms of this Contract.

2.2. This Contract regulates the relationship between the Seller and the Buyer for the sale and purchase of Goods using the Site by accepting this Contract, carrying out procedures for ordering the Goods.

2.3. This Contract is public, and its terms are developed in accordance with the legislation of the Republic of Kazakhstan and are established by the Seller independently. The fact of acceptance (acceptance) by the Buyer of the terms of this Contract is the payment by the Buyer of the Goods ordered by him in the manner and on the terms defined by this Contract.

2.4. The Site Owner has the right at its discretion to determine the territory within which services provided by the Site Owner under this Agreement are limited or not provided at all.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Seller undertakes:

3.1.1. To provide the Buyer with information, notifying the Buyer by a publicly available method (including by posting information on the site) about the ways to receive the purchased Goods and the methods of paying for the Goods.

3.1.2. To transfer the necessary documentation to the Buyer along with the Goods.

3.1.3. To bear other obligations provided by the legislation of the Republic of Kazakhstan.

3.1.4. In case of a change in the payment method chosen by the Buyer based on paragraph

3.2.3. of the Contract, to notify the Buyer by a publicly available method.

3.2. The Seller has the right:

3.2.1. At any time unilaterally to limit, expand, supplement, modify, and otherwise change the functions of the site, including any of its elements and parts, as well as the scope of services provided, without prior notice to the User, including by changing this Agreement. The User understands and hereby acknowledges that these actions are an integral part of the process of improving the functions of the site, and also consents to the performance of these actions by the Site Owner without prior notice to the User.

3.2.2. To carry out any actions concerning the site, including those changing or affecting the change in the functions of the site, exclusively at its discretion without prior notice to the User.

3.2.3. At any time to change or delete any information posted by the User on the site, including the User's statements and announcements on the site's forum or within other functionality of the site.

3.2.4. To limit or terminate the User's access to the site under the terms of this Agreement, including in case of violation by the User of the terms of this Agreement. In exercising this right, the Site Owner is not obliged to provide the User with evidence of the User's violation of the Agreement terms, as a result of which the User's access was terminated or restricted.

3.2.5. To make remarks to Users, warn, notify, inform them about non-compliance with the terms of this Agreement. The User must comply with the instructions of the Site Owner received during the gaming process.

3.2.6. At any time to completely or partially terminate the provision of access to the site, taking into account the provisions of this Agreement.

3.2.7. To unilaterally terminate the contract in case the Goods are not in stock at the Seller.

3.2.8. To exercise other rights provided by the legislation of the Republic of Kazakhstan.

3.3. The Buyer is obliged:

3.3.1. To pay the cost of the Goods in accordance with the terms of this Contract.

3.3.2. To perform all necessary actions to ensure the acceptance of the Goods from the Seller.

3.3.3. To compensate the Seller for losses caused due to non-fulfillment or improper fulfillment by the Buyer of the obligations taken under the terms of this Contract.

3.3.4. In case of refusal from the Goods, to compensate the Seller for losses/expenses related to the delivery of the Goods and the return of the Goods to the Seller.

3.3.5. To bear other obligations provided by the legislation of the Republic of Kazakhstan.

3.4. The Buyer has the right:

3.4.1. To receive the Goods and independently choose the method of payment in accordance with the terms of this Contract.

3.4.2. To exercise other rights provided by the legislation of the Republic of Kazakhstan.

3.5. Restrictions. The Buyer is prohibited from:

3.5.1. Using the Site's functions for purposes or in a manner prohibited by the Legislation.

3.5.2. Regarding the rights to Game Items, to carry out any actions or conclude transactions using the

Site that are not allowed or prohibited by the Legislation or rights holders authorized to influence the scope of the User's rights to the Game Item.

3.5.3. Using the Site to conclude transactions or perform other actions concerning objects that are not a Game Item, the right to a Game Item.

3.5.4. To transfer rights concerning the Site for commercial or non-commercial purposes to third parties, including by transferring the Account, concluding a contract, or in any other way.

3.5.5. To use another User's Account.

3.5.6. To alienate or otherwise transfer the Account or acquire another User's Account, including by exchange or receiving as a gift, or conclude other transactions concerning the Account.

3.5.7. To use automated scripts to collect information or for other types of interaction with the Site or its elements if this is prohibited by the Site Owner by posting an informational message about this on the Site.

3.5.8. To use the contact information of other Users to send unwanted information.

3.5.9. In any other way to violate using the Site the rights to intellectual property objects.

3.5.10. To post on the Site personal information of third parties without their consent, including home addresses, phones, passport data.

3.5.11. To post on the Site or otherwise distribute using the Site advertising, commercial offers, agitation, and any other intrusive information, except related to the Game or Game Items, as well as cases when the posting of such information is agreed with the Site Owner.

3.5.12. To post on the Site or otherwise distribute using the Site materials offensive or degrading the honor and dignity of other Users or third parties or links to such materials.

3.5.13. To post and otherwise use on the Site or in relations with Users obscene and abusive words and phrases, including using them in the User's name.

3.5.14. To post on the Site or otherwise distribute using the Site malicious programs or links that may contain or contain malicious programs.

3.5.15. To post on the Site or otherwise distribute using the Site materials of a pornographic nature or links to them.

3.5.16. To post on the Site or otherwise distribute using the Site threats, calls for violence, or the commission of unlawful acts.

3.5.17. To post on the Site or otherwise distribute using the Site materials with elements of violence, cruelty, racial, interethnic, or interreligious discord, as well as links to such materials.

3.5.18. To promote and demonstrate using the Site Nazi, extremist, or other similar attributes or symbols, including carrying out actions using the Site concerning Game Items having such attributes or symbols.

3.5.19. To promote using the Site criminal and other illegal activities, post guides for committing illegal actions.

3.5.20. To post on the Site or otherwise distribute using the Site any other information that, in the opinion of the Site Owner, is undesirable, violates the norms of morality and ethics, and (or) current Legislation.

3.5.21. To commit offenses, including (but not limited to) violations of the Legislation, as well as crimes.

3.5.22. To use the Site in ways not provided for by this Agreement or going beyond the usual process of using similar resources.

4. COST OF GOODS AND PAYMENT PROCEDURE

4.1. The cost of the Goods is established on the site.

4.2. The Buyer independently chooses the order of payment for the cost of the Goods.

4.3. When purchasing the Goods, the Buyer selects the necessary Goods for him in terms of cost through the Site, places an order, after which, depending on the selected parameters, the Seller sends

the Buyer an invoice for payment with the specified validity period.

4.4. The Buyer confirms that he is familiar with and agrees with the payment terms posted on the site.

4.5. Payments are made in the national currency of the Republic of Kazakhstan – tenge.

4.6. By placing an order on the site, the Buyer confirms that he has reached the age of 18.

5. LIMITATION OF LIABILITY OF THE SITE OWNER

5.1. Disclaimer for actions of the User or third parties. The Site Owner is not responsible for:

5.1.1. Unlawful or other actions of the User and (or) third parties that prevent other users from using the site.

5.1.2. Statements of the User published on the site or brought to the attention of other persons within the framework of other functionality of the site. The Site Owner is not responsible for the behavior of the User when using the site, including disrespectful attitude towards other Users and other persons.

5.1.3. Loss by the User of the possibility of access to the Account created by him (loss of login, password, and other information necessary for the User to use the site).

5.1.4. Incomplete, inaccurate, or incorrect indication by the User of his data when creating an Account.

5.1.5. Lack of access to the Internet and the quality of services of Internet providers for the User.

5.1.6. Materials of third parties posted within the site or on third-party sites accessible by links brought to the attention within the site.

5.2. No guarantees. The Site Owner does not guarantee that:

5.2.1. The site will meet the subjective requirements and expectations of the User.

5.2.2. The process of using the site by the User will proceed quickly, without technical failures, reliably, and without errors.

5.2.3. The site will be available for use around the clock, at a specific time, or during a specific period.

5.3. Limitation of liability. The Site Owner is not responsible for direct or indirect damage, as well as lost profits of the User or third parties as a result of:

5.3.1. use or inability to use the site;

5.3.2. unauthorized access of third parties to the personal information of the User, including that associated with the Account created by him;

5.3.3. statements or behavior of a third party when using the site. Under any circumstances, the liability of the Site Owner to the User is limited to an amount not exceeding the amount of payments received by the Site Owner from the User until the occurrence of circumstances that led to the occurrence of the Site Owner's liability.

5.4. Force Majeure. The User is relieved of liability for complete or partial non-fulfillment of obligations under this Agreement if such non-fulfillment is a consequence of force majeure, including mass disorders, prohibitive actions of authorities, natural disasters, fires, catastrophes, as well as due to failures in telecommunication and electrical networks, actions of malicious programs, and dishonest actions of third parties aimed at obtaining unauthorized access.

6. TERMS OF CONCLUSION AND TERMINATION OF THE CONTRACT

6.1. Hereby, the Parties declare that at the time of acceptance of the terms of this Contract, they possess all the powers to conclude and fulfill its terms.

6.2. This Contract comes into force from the moment of its publication on the website.

6.3. This Contract is considered concluded for an indefinite period.

6.4. This Contract is considered concluded between the Buyer and the Seller from the moment the Buyer pays for the Goods ordered by them. In this case, the payment of the cost of the Goods is the fact of acceptance (acceptance) by the Buyer of the terms of this Contract.

6.5. The entry into force of this Contract does not release the parties from fulfilling mutual obligations

that arose before its acceptance.

6.6. This Contract is public (Article 387 of the Civil Code of the Republic of Kazakhstan).

6.7. The Buyer has the right to unilaterally terminate this Contract by notifying the Seller in writing, stating the reason for termination. Written notification of the termination of this Contract is sent by the Buyer to the Seller's email address support@whitedown.net

6.8. In all other respects not provided for by this public contract, the parties are guided by the current legislation of the Republic of Kazakhstan.

7. SELLER'S DETAILS

LLC "NNG Store" BIN 201240025541

Address: Republic of Kazakhstan, Bostandyk district, Shymkent city, Karatau district, Akzhaiyk microdistrict, Altybakan street, house 77.

Email: support@whitedown.net

Website: <https://whitedown.net/>