

## **BASIC TERMS**

1.1. This document constitutes an official public offer by ArbitrageScan Developers LTD, hereinafter referred to as the "Seller," and contains all essential terms of the service sale to the Buyer.

1.2. Legal or natural person who accepts this offer becomes the BUYER, and the SELLER and the BUYER jointly become the PARTIES to the Offer agreement.

1.3. In light of the above, please carefully read the text of this offer, and if you do not agree with its terms and rules, or any other provision thereof, the Seller offers you to refrain from concluding the offer agreement and to use the services of the Seller by concluding a direct service agreement.

## **DEFINITIONS AND INTERPRETATIONS**

2.1. For the purposes of this Offer, the following terms are used in the following meaning:

"Offer" - this document, Public Offer for the sale and purchase transaction, under which one party (Seller) undertakes to transfer the service for use by the other party (Buyer), and the Buyer undertakes to accept and pay for it for a certain amount (price).

"Acceptance of the Offer" - full and unconditional acceptance of the Offer by the method of actions indicated in part 4 of this Offer. Acceptance of the Offer implies the Offer Agreement.

"Offer Agreement" - a sales agreement concluded by the BUYER and the Seller by accepting this agreement.

"BUYER" - the person who accepted the Offer. "Seller" - the seller of the service.

"SERVICE" - a service for AI assistant.

2.2. In this Offer, terms that are not defined in clause 2.1 may be used. In this case, the interpretation of such a term is made in accordance with the text of this Offer. In the absence of an unambiguous interpretation of the term in the text of the Offer, the interpretation of the term should be based on: first, on the Seller's website, and second, the interpretation commonly accepted on the Internet.

## SUBJECT MATTER OF THE CONTRACT

3.1. The subject matter of this offer is the sale of Goods to the Buyer in accordance with the terms of the offer and prices specified at [ascn.ai](https://ascn.ai), as well as the Buyer's payment and acceptance of the Goods in accordance with the terms of this agreement.

3.2. The Public Offer is an official document and is published on the website of [ascn.ai](https://ascn.ai)

3.3. The Seller has the right to change the price of the Goods, the terms of this Public Offer, and the supplements to the public offer without the prior consent of the BUYER, ensuring the publication of the amended conditions on the Seller's website and in a publicly accessible place for the review of these documents, no later than one day before they come into force.

## ACCEPTANCE AND CONCLUSION OF OFFER CONTRACT

4.1. The BUYER accepts the Offer by paying for the Goods, which means the conclusion of a retail sales contract on the terms set forth in this Offer. The contract is deemed concluded from the moment the Buyer is issued a cash or goods receipt or any other document confirming payment for the Goods (including, but not limited to, a bank confirmation of payment by the Buyer for the Goods using a bank card) or from the moment the Seller receives a message from the Buyer expressing the intention to purchase the Goods.

## CONDITIONS AND TERMS FOR THE PROVISION OF SERVICES

5.1. In order to register as a buyer on the Seller's website for the purpose of obtaining the ability to subscribe, the buyer fills out a registration form, thereby confirming their

familiarity with this offer and expressing their consent to provide accurate and complete information about themselves on the questions proposed in the registration form.

5.2. If the buyer provides incorrect information or the Seller has serious reasons to believe that the information provided by the buyer is incorrect, incomplete, or inaccurate, the Seller has the right to suspend or cancel the buyer's registration and/or refuse the registered buyer to use its services.

5.3. The buyer hereby agrees that the information provided during registration, which may contain the buyer's personal data, is used for further processing and fulfillment of orders in the Seller's divisions. The Seller undertakes all measures provided by applicable law to ensure proper protection of the personal data obtained and not to

transfer them to third parties, except in cases when the transfer of data is necessary for the Seller to fulfill its obligations to the buyer for the purposes of this Agreement.

5.4. By providing their email address during registration, the buyer agrees to receive informational emails from the Seller.

5.5. Goods are deemed accepted without claims, and services are deemed to have been properly rendered and in full, if within three days from the date of service provision, the BUYER has not filed a claim. In case of the absence of a claim, the acceptance certificate of the services rendered is considered signed and the services are deemed to have been rendered properly.

5.6. The parties have no claims against each other after the services have been rendered under the contract.

## SUBSCRIPTION PLAN AND PAYMENT TERMS

6.1. The cost and methods of payment for the purchased goods and services are indicated in the corresponding sections of the website. By placing an order, the Buyer agrees that they are informed and agree to pay for the cost of the Goods.

6.2. Payment is made by the BUYER using several types of payments indicated on the website [ascn.ai](https://ascn.ai).

6.3. For the purposes of the Offer Agreement, payment is accepted from the BUYER:

6.3.1. by manual payment (USDT);

6.3.2. by service [crypto.cloud](https://crypto.cloud).

6.4. When paying with cryptocurrency, the Buyer confirms that he is not a resident of the Russian Federation, Belarus USA or UAE

6.5 By violating this clause of the agreement, the Buyer assumes full responsibility.

## CONDITIONS FOR USING THE MATERIALS POSTED ON THE SELLER'S WEBSITE

7.1. The Seller's website contains materials protected by copyright, trademarks, and other legally protected materials, including, but not limited to: texts, photographs, graphic images.

7.2. The Seller owns the exclusive rights to use the content of the Seller's website (including the right to select, arrange, systematize and transform the data contained on the Seller's website, as well as the source data and materials), except in cases separately marked in the content of the published materials on the website.

7.3. The Buyer, as well as any person who visits the Seller's website, does not have the right to make changes, publish, transmit to third parties, participate in the sale or transfer, create derivative products or otherwise use, in whole or in part, the content of the Seller's website. Organizing, collecting, compiling, magnetic translation, digital conversion and other actions related to the use of materials, as well as copying, redistribution, use or publication of information that constitutes the content of the online store, in whole or in part, is prohibited without the Seller's consent.

7.4. The Buyer, as well as any person who visits the Seller's website, is obliged not to post on the pages of the Seller and not to send through/using the Seller any materials of the following nature that:

violate the legislation, contain threats and insults, discredit other individuals; infringe on the rights of citizens to privacy or public order, and are of an indecent nature; to some extent, violate the honor and dignity, rights, and legally protected interests of other individuals;

promote or contain calls for incitement of religious, racial or interethnic enmity, contain attempts to incite enmity or calls for violence;

and any other materials that incite others to unlawful behavior, which entails criminal, civil, and other legal liability or in any way violate the provisions of the legislation

The Buyer, as well as any person who visits the Seller's website, undertakes not to upload, post, or otherwise use on the Seller's website any materials protected by intellectual property legislation (including copyright and trademark laws) and other legally protected materials without obtaining the express permission of the holder of the rights to the protected material. The burden of proving that the Buyer's placement of materials on the Seller's website does not infringe the copyrights, related rights, and other rights of third parties to the materials being posted rests with the Buyer.

#### OBLIGATIONS OF THE PARTIES Seller Obligations:

8.1. Ensure the acceptance of orders and receipt of payment in accordance with the terms of the Agreement.

8.2. Maintain the confidentiality of the Buyer's information.

8.3. Provide quality services. Take timely measures to prevent and regulate the violation of the quality of the services provided. Timely inform the Buyer about changes in the structure of the services provided under the Agreement and the conditions for their provision.

#### Seller Rights:

9.1. Engage third parties to provide services to the Buyer, remaining responsible to the Buyer for the provision of services.

9.2. Refuse to transfer goods and provide services in case of the Buyer's failure to fulfill obligations under the Agreement.

9.3. Receive explanations and additional information on issues arising during the provision of services.

9.4. Unilaterally terminate this Agreement in case of the BUYER'S failure to fulfill obligations specified in clause 6.2 (timely payment for services).

9.5 Delegate their powers in the performance of this Agreement to third parties without prior notice to the Buyer and without obtaining their consent.

9.6. The Seller has the right to add a commission to the cost of the service subscription plans

BUYER obligations:

9.7. Timely pay for the services of the Seller under the terms of the Agreement.

9.8. Fulfill all requirements set out in the Agreement, provide necessary information and answer any questions that arise during the provision of services.

BUYER rights:

9.9. Receive goods and services in accordance with the terms of this Agreement.

9.10. Receive necessary and reliable information about the Seller's work and services provided.

9.11. Send their opinions, suggestions, and recommendations to the Seller.

## LIABILITY OF THE PARTIES

10.1. By paying for the Seller's Services under the Offer Agreement, the BUYER agrees to the terms of this Agreement and acknowledges that they are not entitled to demand any compensation for moral or material harm caused to the BUYER during the term of this Agreement or after its expiration, except in cases expressly provided for by applicable law.

10.2. Under no circumstances shall the Seller be liable under the Offer Agreement for:

a) any actions or inactions that are a direct or indirect result of the actions or inactions of any third parties not engaged by the Seller.

b) any indirect losses and/or lost profits of the BUYER and/or third parties, regardless of whether the Seller could foresee the possibility of such losses or not;

10.3. Without prejudice to the foregoing, the Seller shall be released from liability for breach of the Offer Agreement if such breach is caused by force majeure circumstances, including: actions of state authorities, fire, flood, earthquake, other natural disasters, power failure, strikes, civil unrest, riots, and any other circumstances, not limited to the listed ones, that may affect the Seller's performance of the Offer Agreement.

10.4. The Offer Agreement, its conclusion and execution are governed in accordance with the applicable laws of the UAE.

10.5 Buyer acknowledges that Seller is not a financial institution and do not give or provide to Buyer any advice on trading activity and disclaim any liability for execution of trading orders.

10.6 By agreeing to this Offer Agreement, the Buyer confirms and accepts that, as a resident of the Russian Federation or USA or UAE or Belarus they are not permitted to pay for the Seller's services using cryptocurrency (via crypto wallets or the CryptoCloud service). These payment methods are exclusively available to non-residents of the Russian Federation, USA, UAE, Belarus.

10.7 Residents of the Russian Federation, USA, UAE, Belarus may pay for the Seller's services only through the Prodamus payment system.

10.8. The Buyer assumes responsibility for violation of paragraphs 10.6 and 10.7.

## CONFIDENTIALITY

11.1. The Parties undertake not to disclose to third parties or use in any other way, not provided for by the terms of the contract, organizational, technological, commercial, financial, and other information that constitutes commercial secret for any of the Parties, without mutual consent.

11.2. The term of confidentiality protection shall be set by the Parties for not less than one year from the date of expiration of the Offer agreement.

11.3. All site, product and services content as text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, artwork and computer code, including but not limited to the design, structure, selection, coordination, expression and arrangement of such content, contained on the Website is owned, controlled or licensed by us, and is protected by copyright and trademark laws, and various other intellectual property rights and unfair competition laws.

## OTHER CONDITIONS

12.1. Any notices under the Offer agreement may be sent by one Party to the other Party:

12.1.1. By email to the email address of the BUYER specified by them when ordering the service, from the email address of the Seller specified at the end of this Offer, in case the recipient is the BUYER, to the email address of the Seller specified at the end of this Offer, from the email address of the BUYER specified by them when contacting;

12.2. Failure to exercise any right under the Offer agreement, authority or intention provided for by the Offer agreement shall not mean waiver by the Seller of the terms and conditions of the Offer agreement in case of subsequent violation, nor waiver of their rights to demand compliance with the terms and conditions of the Offer agreement at any time thereafter.

12.3. The BUYER enters into the Offer agreement voluntarily, and in doing so, the BUYER: a) has fully read and understood the terms of the Offer;

b) fully understands the subject matter of the Offer and the Offer agreement;

c) fully understands the significance and consequences of their actions with respect to the conclusion and performance of the Offer agreement.

12.4. The BUYER possesses all the rights and powers necessary to enter into and perform the Offer agreement.

12.5. If any provision of the Offer agreement is found to be invalid or illegal, or cannot enter into force in accordance with the current legislation of the UAE, such provision shall be deleted from the Offer agreement and replaced with a new provision that most closely reflects the original intentions contained in the Offer, while the remaining provisions of the Offer agreement shall not be changed and shall remain in force.

## ADDRESSES AND BANK DETAILS OF THE PARTIES

ArbitrageScan Developers LTD

Office A, RAK DAO Business Centre, RAK BANK ROC Office, Ground Floor, Al Rifaa, Sheikh Mohammed Bin Zayed Road, Ras Al Khaimah, United Arab Emirates