

# TERMS OF USE

Effective Date: 13 January 2023

These terms of use ("Terms") are a legal contract between ELMATRIX LIMITED ("the Company", "us", "our", "we") and you (collectively, "everyone") and govern your use of all the text, data, information, software, graphics, photographs, class materials, samples, templates, and more that we and our affiliates may make available to you, as well as any services we may provide through our website ("Website").

Read these Terms carefully before browsing this Website. Using this Website indicates that you have both read and accepted the terms and conditions set forth in these Terms and elsewhere on this Website. Your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of the Website.

You cannot use this Website if you do not accept these Terms.

*Note: these Terms contain a dispute resolution and arbitration provision, including class action waiver that affects your rights under these Terms and with respect to disputes you may have with the company. You may opt out of the binding individual arbitration and class action waiver as provided below.*

## ELIGIBILITY

The Company does not permit individuals under 18 years of age to become registered users of our services and products. By using the Website, you represent and warrant that you are at least 18 years of age and have the right, authority and capacity to enter into these Terms and to abide by the terms and conditions of these Terms.

Due to the physiological sensitivity that occurs during pregnancy, you can use services and products only after consulting your doctor.

## GENERAL USE

We invite you to use this Website for individual, personal and non-commercial purposes ("Permitted Purposes") — enjoy!

In these Terms we are granting you a limited, personal, non-exclusive and non-transferable license to use the Website and the Materials for the Permitted Purposes; your right to use the Materials is conditioned on your compliance with these Terms. You have no other rights in this Website or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Website or Materials in any manner. If you make copies of any of this Website while engaging in Permitted Purposes then we ask that you be sure to keep on the copies all of our copyright and other proprietary notices as they appear on this Website.

Unfortunately, if you breach any of these Terms the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials (and any copies thereof).

## PAYMENTS

You agree to pay all applicable fees related to your use of this Website and our Services in accordance with the conditions and tariffs which are described fully on our payment page.

We may suspend or terminate your account and/or access to our Services and this Website if your payment is late and/or your offered payment method (e.g., credit card or PayPal account) cannot be processed or is declined or revoked.

By providing a payment method, you expressly authorize us to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto.

The subscription is auto-renewed at the end of payment period until it is canceled. By purchasing a subscription on our Website, you express full consent to this Policy and authorize us and our payment processing service provider to store your name,

surname and card expiry date and to initiate transactions on your behalf and/or to process transactions initiated by you.

## **SUBSCRIPTION CANCELLATION POLICY**

Subscriptions are for an indefinite term, and you'll be charged at the beginning of each billing cycle according to your subscription terms (for example, weekly, annually, or another period), unless you unsubscribe.

To cancel a SUBSCRIPTION, you can manage it, either by:

- pressing the corresponding button in the dashboard, or
- contacting us at [khuminomjonov@gmail.com](mailto:khuminomjonov@gmail.com).

You will receive a confirmation email from our Support team within 2 business days.

## **REFUND POLICY**

(i) Please note that any Payment, including fees of the trial period, is refundable if you request it within 24-hours after collection. After that it will be non-refundable and we do not provide refunds for any partial-month membership periods. At any time, and for any reason, we may provide a refund, discount, or other consideration to some of our members ("Credits").

(ii) If you choose to cancel your subscription within your trial period, you will not be charged for the subscription.

(iii) If you terminate your paid subscription after the trial period, your subscription will remain active until the end of your subscription period, and no subsequent charges will be processed.

(iv) If we try to debit funds for the subscription we find that there is not enough money on the balance to pay the chosen tariff, we can debit a smaller amount of money for a limited amount of subscription time (hereinafter referred to as reduced rates). The number of such write-offs is unlimited and they can last until there is the

amount of money on the user's card balance sufficient to debit for the subscription selected initially. The reduced rates plans are applied depending on the initial subscription you have chosen and are available for review on our website.

We reserve the right to revise the terms of the fee charge, cancellation and refund policies, upon reasonable advance notice communicated to you through an electronic mail or conventional mail. Any changes made will apply to all memberships created or renewed after the date such change was implemented and do not require additional user's consent. If you do not agree with the new rules, fee charges, cancellation and refund policies, you can cancel your subscription according to the appropriate procedure.

You are responsible for all charges and fees associated with connecting to and using the Website, including without limitation all telephone access lines (including mobile data and data roaming charges, when applicable), telephone and/or internet service provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessary to access our Website.

## **PRIVACY POLICY**

We have the Privacy Policy which sets out how we handle personal data that you may provide or that we may collect, in connection with your access or use of this Website. The policy is available on this Website. You accept and agree to the terms set out in the policy and consent to the collection, use and disclosure of your personal data in accordance with the policy.

## **FEEDBACK**

Any submissions by you to us (e.g., comments, questions, suggestions, materials, survey responses, testimonials, reviews — collectively, "Feedback") through any communication whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or

other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that we are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

## **PROMOTIONS**

From time to time, we may offer and/or co-sponsor contests and games on the Website. Each of these activities shall be governed by specific rules accessible from the Website.

## **DISCLAIMER OF WARRANTIES**

THIS WEBSITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE IS WITH YOU.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THIS WEBSITE, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

THIS MEANS THAT WE DO NOT PROMISE YOU THAT THE WEBSITE IS FREE OF PROBLEMS. Without limiting the generality of the foregoing, we make no warranty that this Website will meet your requirements or that this Website will be

uninterrupted, timely, secure, or error-free or that defects in this Website will be corrected. We make no warranty as to the results that may be obtained from the use of this Website or as to the accuracy or reliability of any information obtained through this Website. No advice or information, whether oral or written, obtained by you through this Website or from us or our subsidiaries/other affiliated companies shall create any warranty. We disclaim all equitable indemnities. Our Services may contain content that is offensive, indecent, or otherwise objectionable. We disclaim any responsibility for any harm resulting from your use of our Services, or from any downloading by you of content posted on the Website.

## **LIMITATION OF LIABILITY**

WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS WEBSITE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE. IN NO EVENT WILL COMPANY'S LIABILITY EXCEED THE GREATER OF \$100 AND THE AMOUNTS YOU PAY THE COMPANY FOR USE OF, OR IN CONNECTION WITH, THE SITE.

## **INDEMNIFICATION**

Without limiting any indemnification provisions of these Terms, you agree to indemnify, hold harmless and, at our option, defend the Company and our affiliates, and our and their respective officers, directors, members, employees, stockholders, managers, agents and representatives (collectively, "the Company Indemnified Parties") from any and all third party claims, actions, demands, causes of action, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) (collectively, "Claims") arising from (i) your improper use of the services or our products or offerings, (ii) your violation of these Terms, (iii) your

provision to the Company or any of the Indemnified Parties of information or other data, (iv) your infringement or alleged infringement, or the infringement or use (or alleged infringement or alleged use) by any other user of your account, of any intellectual property or other right of any person or entity, or (v) your violation or alleged violation of any foreign or domestic, federal, state or local law or regulation.

## **LINKS TO THIS WEBSITE**

You may create a link to any page of this Website if it is allowed by the Company. If you do create a link to a page of this Website without consent of the Company, you do so at your own risk and these Terms will apply to your use of this Website by linking to it.

## **THIRD PARTY ADVERTISEMENTS AND LINKS TO THIRD PARTY WEBSITES**

We sometimes provide links on this Website to third-party websites. If you use these links, you will leave this Website. We are not obligated to review any third-party websites that you link to from this Website, we do not control any of the third-party websites, and we are not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, we do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from this Website, you do this entirely at your own risk and you must follow the privacy policies and terms and conditions for those third-party websites.

## **INTELLECTUAL PROPERTY RIGHTS**

All editorial content, products, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks on this Website are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics,

sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.

Nothing contained on the Website should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Website without our written permission. Misuse of any trademarks or any other content displayed on the Website is prohibited.

We will not hesitate to take legal action against any unauthorized usage of its trademarks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

## **GOVERNING LAW AND JURISDICTION**

This Website may be accessed from all countries around the world where the local technology permits. As each country has differing laws, by accessing this Website both we and you agree that the laws of the United Kingdom of Great Britain and Northern Ireland, without regard to the conflict of laws principles thereof, will apply to all matters relating to these Terms.

You accept and agree to submit to the exclusive jurisdiction of the courts of the United Kingdom of Great Britain and Northern Ireland in respect of any dispute or difference arising out of and/or in connection with these Terms.

## **DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER**

**Please Read This Provision Carefully. It Affects Your Legal Rights.**

This Provision facilitates the prompt and efficient resolution of any dispute (e.g., claim or controversy), whether based in contract, statute, regulation, ordinance, tort — including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence — or any other legal or equitable theory, and includes the validity,

enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below) that may arise between you and us. Effectively, then, "dispute" is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided or billed to you (such as our licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

This Provision provides that all disputes between you and us shall be resolved by binding arbitration because acceptance of These Terms constitutes a waiver of your right to litigation claims and all opportunity to be heard by a judge or jury. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney's fees). You may, however, opt out of this Provision which means you would have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). **EVERYONE AGREES THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.**

#### Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give us an opportunity to resolve the Dispute which is first done by emailing us at [khuminomjonov@gmail.com](mailto:khuminomjonov@gmail.com) the following information: (1) Your name, (2) Your address, (3) A written description of your Claim, and (4) A description of the specific relief you seek. If we do not resolve the Dispute within 45 days after receiving your notification, then you may pursue your Dispute in arbitration in London.

#### Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a

class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both you and we specifically agree to do so in writing following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of this Website can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

#### No Judge or Jury in Arbitration

Arbitration does not involve a judge or jury. You understand and agree that by entering into these Terms you and we are each giving up the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and we might otherwise have had a right or opportunity to bring disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.

#### Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.

#### Continuation

This Provision shall survive the termination of your account with us or our affiliates and your discontinued use of this Website. Notwithstanding any provision in these Terms to the contrary, we agree that if we make any change to this Provision (other than a change to the Notice Address), you may reject any such change and require us to adhere to the present language in this Provision if a dispute between us arises.

## **CHANGES**

These Terms are current as of the Effective Date set forth above. We may change these Terms from time to time, so please be sure to check back periodically to be aware of and review any updates.

## **MISCELLANEOUS TERMS**

If any provision of these terms shall be found by a court of competent jurisdiction to be unlawful, invalid, void or voidable, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms are the entire agreement between you and us relating to the subject matter herein. We may assign our rights and obligations under these Terms. These Terms will inure to the benefit of our successors, assigns and licensees.

The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms, or to exercise any right under the Terms, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

## **CONTACT US**

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at [khuminomjonov@gmail.com](mailto:khuminomjonov@gmail.com).