

SERVICE USER AGREEMENT

"Zhmurkov "

(public offer)

This agreement is recognized as a public offer (hereinafter referred to as the Offer). In accordance with Article 438 of the Civil Code of the Russian Federation,

unconditional acceptance (acceptance) of the terms of this Offer is considered to be the User's access to the services offered by the Administration under this Offer. This Offer to be concluded

by acceptance, does not require two-way signing and is valid electronically. The User's use of the Service means that the User accepts and undertakes to comply with all the following conditions:
terms of the Offer.

All services are provided exclusively as a reward for donations to the development of the project

Please do not confuse the law of consumer protection and Donat, Donat is a donation for the development of a project for which we provide remuneration to customers for selected services on the site.

1 . *Terms and definitions*

this is an identified location on the Internet (virtual *Service* - space), which contains information that is designed and structured in a certain way.

For the purposes of this Offer, the Service is a site located in Internet networks by addresses: ***<https://zhmurkov.ru>***

User - a user of the Service who started using the resource by registering an account on the Service.

Donater - the user of the Service who made donations for the selected Services.

Donates "it's a gift that isn't even taxed. According to

according to the provisions of Article 217 of the Tax Code of the Russian Federation, they are not subject to taxation, everything that is not taxable is not allowed to be tracked by the state

Services - Services provided by the Administration through the Service.

Offer form - this public agreement, which contains a list of rules and regulations on the basis of which this Service operates, and

all processes of interaction between the Administration and the User take place.

Administration - (**Individual entrepreneur**) an individual who is registered in accordance with the procedure established by law and carries out business activities without forming a legal entity.

1. *Subject of the Offer*

2.1. Within the framework of this Offer, the Administration, from the moment of its acceptance by the User, provides the User with services for purchasing additional features (donate) in the Minecraft game on the Bedrock platform on the Blind Man's Buff project (hereinafter referred to as Services), a detailed description and essential conditions for the provision of which are contained in the Service at the time of the User's acceptance of this Offer.

2.2. The User undertakes to pay for the Services according to the prices indicated in the Service at the following addresses: <https://zhmurkov.ru>

2.3. The Administration undertakes to properly provide the User with Services.

2.4. The Administration provides Donater with the following types of Services::

2.4.1. Adding funds to your personal account in the game currency.

2.4.2. Purchase of privileges that grant access to various game features.

2.4.3. Removing the game lock (ban, by purchasing a razban), issued for the game nickname.

2.4.4. Other types of Services available to the Donater at the time of acceptance of this Offer.

2.5. Payment to Users for Services rendered and accepted is made in the following order in accordance with the procedure and conditions provided for in this Offer.

2.6. Services are provided by the Administrator remotely through the Service.

2.7. The User undertakes to comply with this user agreement and the server rules (located at <https://zhmurkov.ru>) _____

2.8. The User must comply with the requirements of the legislation of the Russian Federation and their country of location.

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Acceptance of the Offer

3.1. Acceptance of this Offer by the User is the provision of access to the Service (including payment for Services) using the methods provided for in this Offer and the functionality of the Service.

3.2. The deadline for accepting the Offer corresponds to the deadline for posting this Offer by the Administrator in the Service.

Personal Data Processing Policy 1 .

4.1. The Administration has the right to track and store information about the User, including their IP address(s), the name of their device, the ID and version of the game client.

4.2. Data is stored for the following purposes::

- user identification in the system

- optimization of game servers in terms of device load.

free or paid game content

- ensuring minimal network latency between the server and the user

- adding new features to game servers

- unsubscribe from supporting old/unpopular versions of the game

4.3. Data is stored until the end of the project's existence, if the account is not considered inactive. An account is considered inactive only if 3 conditions are met:

- Your account hasn't been logged in for more than 6 months (180 calendar days)
- No paid services have ever been purchased for your account
- The account is not subject to any restrictions imposed by the Administration 4.4.

Donater has the right to request the complete deletion of their data (including their accounts) if their game accounts do not contain the following information:

restrictions (related to violation of project rules, user rightsemployer 's agreement, the legislation of the Russian Federation or its country of location).

To delete your personal data, you need to submit a request by email 4.5. email address support@zhmurkov.ru with an indication of:

your game nickname

- proof of account ownership (IP address; names

purchased services on the Service; fiscal receipts or receipts from banks confirming successful payments on the Service in the direction of the account being deleted).

6. The player's account is registered with the nickname set in the game, by entering the password in the registration form, when you first log in to the server.

The entered password is not visible to anyone (even the Project Administration), as we store it in an encrypted, secure form. When re-authorizing, the password hashes are compared.

7. If you lose your account password, Donater has the right to contact Administration about changing the password, by sending a request to the email address (<https://zhmurkov.ru>) in strictly the following format:

game nickname

current IP address (***you can get it from a source that is independent of us*** [https:// 2ip.ru](https://2ip.ru))

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names of paid services that were purchased on the account, including

you also need to specify the dates of purchases and payment methods (which were used to pay for services).

- attach fiscal cheques or receipts from banks that confirm that

successful payments on the Service

4.8. A request to restore or delete your account may be rejected for the following reasons::

- one or more items of the application were filled in incorrectly or not

related to the account, or not filled in at all

- falsified data is present (***example: "rendered"***

fake fiscal receipts) in order to gain access to someone else 's account

- on the account, specified IP address or the original one

the game client ID (recorded only when registering

an account and remains unchanged in the database

forever) has restrictions (related to violations of the project

rules, user agreement, legislation of the Russian

Federation or your country of location).

4.9. Data such as the IP address(s), device name, ID, and the game client version, list of paid services, associated game accounts and contact information (links to social networks, instant messengers, email addresses), the Administration undertakes to keep secret from third parties legal entities, except for cases stipulated by the legislation of the Russian Federation.

a. Disclaimer of liability

5.1. Use of the Service, provision of Services and Additional Paid Services is carried out in the "as is" state.

5.2. The administration is not responsible for any damage caused by:

It may be caused to the User's computer and / or User data as a result of using the Service.

5.3. The Administration is not responsible for any direct or indirect damages.

indirect losses that occurred due to: use or inability to use the Service; unauthorized access to communications

User; statements or behavior of any third party on the Service.

The administration is not responsible for possible illegal actions. 5.4. user actions.

The Administration is not responsible for the User's statements, 5.5. produced or published on a Service Resource. The administration does not

is not responsible for the User's behavior on the Pecypcax Service, disrespectful attitude towards other Users of the Service. 5.6.

The Administration is not responsible for the User's loss opportunities to access your gaming account - account

User on the Service (loss of login, password, or other information, required for User identification on the Service). 5.7. The administration is not responsible for incomplete or inaccurate information,, incorrect User input of their data when creating a User account on the Service.

5.8. The Administration is not responsible for the User's loss of game values obtained during the Game or as a result of the Operator's provision of Services, Additional Paid Services.

a. Paid services (donat services)

6.1. All money spent by you on donation services is non-refundable if the service was provided (issued to the data specified in the invoice) , except in cases of technical failures (*see paragraphs 6.7 and 6.8*).

6.2. The user completely voluntarily invests real money in our project, in return receiving game bonuses (donat, privileges).

The purchased donation will not be transferred to another account/server (or exchange) subject to.

6.4. When purchasing a privilege, some of the declared features may not be available or disabled by the administration's decision.

All donat services are purchased exclusively for their full price, 6.5. what is indicated on the site.

6.6. Donat services are issued strictly based on the data that was generated in the invoice (payment ID, account name, name of the purchased donat service, and server number).

6.7. All donation services are issued automatically immediately after payment. If at the time of payment for the service, you were on the server, then you just need to re-upload to it.

6.8. In case of any error by the system, it is issued again within 24 hours from the moment of the pok.upki. HOWEVER, if there is no reissue during this period, you can return the funds in full

to the same banking details that were debited in full (**only within 48 hours after payment for the service**), by contacting us via email support@zhmurkov.ru by filling out the application in the following format:

- game nickname

- current IP address (**you can get it from a source that is independent of us [https:// 2ip.ru](https://2ip.ru)**)

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name of the paid service that was purchased for the account, including

you must also specify the date of purchase and the payment method used to make the payment for the service.

- attach a fiscal receipt or receipt from the bank confirming that

payment for the specified service

9. All purchased privileges remain forever, even after a wipe (server reset).

10. In case of a wipe\bug\lag\server malfunction, the administration has the right not to return items or money purchased by the user / player and not to restore damaged buildings.

1 1.If the purchase receipt is lost, the project administration has the right not to return the privilege.

1 2.The administration has the right to withdraw the privilege without explanation and no refund of funds in case of violation of the "Server Rules" or other threat to the server.

a. Information on security measures

Operations using Bank Card details

7.1. You can pay for your order using Visa, Master Card, or Mir bank cards,

Union Pay or via the Apple Pay, QIWI, or PayPal payment systems (the latter is only available for customers from outside the Russian Federation

Russian Federation). To pay for the purchase, you will be redirected to the server of the Unitpay payment system, where you will need to enter the necessary data.

When paying with a bank card, the security of payments is guaranteed by the Unitpay processing center.

7.2. The Unitpay payment system has a confirmed certificate

compliance with the requirements of the PCI DSS 3.2.1 standard in terms of storing, processing, and transmitting cardholder data. The PCI DSS bank Card security standard is supported by international payment systems.

systems, including MasterCard and Visa, Inc. Unitpay is also a member of the continuous compliance program Compliance Control PCI DSS Compliance Process (P. D. C. P.). Your confidential data, required for payment (card details, registration data, etc.),

they are not sent to the online store - they are processed on the side of the Unitpay processing center and are fully protected.

7.3. No one, including our online store "Zhmurkov", can

get your bank card details or other data required for making a payment.)

a. Information about the event, payment procedure, and rules

Payment cards are accepted: VISA, MasterCard, Maestro, MIR, Union Pay. For payment of goods by bank card at checkout

for an order placed in the online store, select the payment method: bank card. When paying for an order with a bank card, payment processing takes place on the bank's authorization page, where you need to enter your bank card details: - **Map type**

Card number,

- **Card**

validity period - **cardholder** (in Latin letters, just as indicated on the map).

map) - **CVC 2 / CVV 2 code**

8.2. If your card is connected to the 3 D Secure service, you will be able to automatically redirected to the page of the bank that issued the card, for passing the authentication procedure. For more information about the rules and methods of additional identification, please contact the Bank that issued your bank card.

*a. Information about the use of other methods
payments*

To pay for a purchase through the Megafon mobile commerce system, choose the Megafon payment method from the list of payment methods. For to make a payment, fill in the "phone number" and "amount" fields. In response, you will receive an SMS asking you to confirm the payment. By sending a digit in response, you confirm that funds have been debited from your account mobile phone number. After sending the confirmation, you will receive an SMS notification about successful payment of the purchase. The cost of the service will be debited from your account, and no commission will be charged. Megafon Operator's offer: ***http://moscow.megafon.ru/download/~federal/oferts/oferta_m_platezhi.pdf***

a. Interaction with the Administration and Technical Support Team Support services

You can contact technical support to resolve issues related to the Service by using:

- sending a message to your email address - ***support@zhmurkov.ru***

(priority method that is suitable for solving most requests;

approximate waiting time is ~ 7 2 hours)

- send a message to the bot in Telegram for quick interaction with

support services - ***https://t.me/zhmurkov*** (only suitable for small

questions written strictly in 1 message; approximate waiting time

~ 1 5 minutes - 8 hours, depending on the complexity of the issue itself and the availability of support agents in the network)

- sending a personal message to the official VKontakte group - ***https://***

vk.me/zhmrukov (approximate waiting time ~ 2 4 - 7 2 hours)

2. Technical support of the Service has the full right to:

ignore the question if it was not asked in order to solve a problem that the player encountered specifically on our Service, and also add

add the user to the ignored list or temporarily

block their access to the technical support service.

3. If the user requires technical support to act outside the scope of the user agreement and the service's rules (for example, if the user repeatedly asks to block a player for not signing up according to the Service's rules), then technical support together with

The Administration may decide to completely terminate the provision of technical assistance services for the Service in the user's direction.

4. For showing disrespect, provoking or inciting conflicts, using obscene language and insults in the direction of the Technical Team

Support, Administration and Service, as well as the presence of spam or flood, the Administration has the full right to completely stop providing it

all services provided to the User. It can also block all its associated accounts and block it by its IP address. 10.5. If any fraudulent actions are detected on the User's part, then

The Administration is obliged to completely block the User's access to the Service, and can also provide contact information, account names and IP address upon request from payment systems or government agencies of a particular country.

a. Non-commercial use

The service is intended for personal use only. Users don't 11.1. can use the Service or any content contained in the Service

(including, but not limited to, other users' content, photos, designs, text, graphics, images, videos, information, logos, software, audio files, and computer codes) in connection with any commercial activity, such as advertising, buying, or selling any products or services for real money.

a. Exclusive and copyright rights

12.1. The User acknowledges that the Administration is the copyright holder

The service. The User voluntarily chooses a Service to receive Services.

1 2 . 2 . The User does not have the right to modify the Service or reverse engineer it, which means interception and further analysis of the network protocol in order to determine the structure, Service delivery structures, concepts, and methodologies. 1 2 . 3 .

The User may only use the functionality of the Service provided by the Administration for its intended purpose for the purposes of this Offer.

1 2 . 4 . The user can create content (videos, unofficial fans, etc.). Communities, articles on the Internet, and so on) on third-party sites about the Service, but only if all the points of this user agreement are met. In other words, this clause prohibits

publish content related to the Service in order to mislead other users, encourage violations and riots, and distribute third-party software that gives an advantage over others

Users (cheats), demonstrations of exploits and intentional violations of the Service's rules, as well as causing material damage to the Service. 1 2 . 6 . If the User violates the Administration's rights specified in

In this section of the Offer, the User is responsible in accordance with the current legislation of the Russian Federation.

a. Final provisions

1 3 . 1 . The administration does not guarantee and is not responsible for non-compliance of the Services provided with the User's specific goals and / or expectations .

1 3 . 2 . If any of the terms/conditions of this Offer are met

if it is deemed invalid, it will not result in the invalidity of its other terms and conditions and this Offer and its execution as a whole, as if such a condition had never been part of this Offer.

1 3 . 3 . This Offer is a full agreement between

By the User and the Administration. The administration does not acceptdoes not assume any conditions and obligations with respect to the subject matter of the Offer, except for those specified in the Offer.

1 3 . 4 . This Offer is written in Russian, is a public agreement, and contains all the essential terms of the service agreement

via the Service and is addressed to an indefinite group of people. 1 3 . 5 .

By visiting and using the Service, the User confirms that they have read, understood and agree to the terms of this User Agreement, and by default and unconditionally assumes obligations to comply with this User Agreement.

In case of disagreement with this User Agreement,

The User must refrain from using the Service and immediately stop using it.

1 4 . *Administration.*

NW Zhmurkov Danil Aleksandrovich

TIN 6 1 5 5 2 5 8 7 2 4 3 7 BIC 0 4 4 5 2 5 9 7 4