

# PUBLIC OFFER

## for the conclusion of a contract for the provision of services

*Last revised: 21 August 2026*

### 1. General Provisions

This Public Offer contains the terms for the conclusion of a Contract for the provision of services (hereinafter — the "Contract for the provision of services" and/or the "Contract").

An offer is a proposal addressed to one or more determinate persons, or to an indeterminate person, which is sufficiently definite and expresses the intention of the person making the proposal to be bound in the event of acceptance by the person to whom it is addressed (articles 1388 and 1390 of the Civil Code of Québec).

The performance of the acts specified in this Offer constitutes confirmation of the agreement of both Parties to conclude the Contract for the provision of services on the terms, in the manner and to the extent set out in this Offer.

The text of the Public Offer set out below is the official public proposal of the Provider, addressed to an interested group of persons, to conclude a Contract for the provision of services in accordance with articles 1388 to 1397 of the Civil Code of Québec.

The Contract for the provision of services is deemed concluded and takes effect from the moment the Parties perform the acts provided for in this Offer which signify the unconditional and complete acceptance of all the terms of this Offer, without any exclusions or limitations, on the basis of adhesion. The Parties acknowledge that this is a **contract of adhesion** within the meaning of article 1379 of the Civil Code of Québec, and that articles 1435 to 1437 of that Code apply to it.

### Terms and definitions

**Contract** — the text of this Offer with the Appendices, which form an integral part of this Offer, accepted by the Client by the performance of the acts provided for in this Offer.

**Acceptance by conduct** — conduct that expresses agreement with the proposal of the other party to conclude, amend or terminate a contract. Under article 1386 of the Civil Code of Québec, the exchange of consents arises from the express or tacit manifestation of the will of a person; acceptance consists in the complete or partial performance of the terms proposed by the other party.

**Site of the Provider on the Internet** — the collection of computer programs and other information contained in an information system, access to which is ensured over the Internet by the domain name and network address: <https://metrocraft36.com/>

**Parties to the Contract (the Parties)** — the Provider and the Client.

**Service** — the service provided by the Provider to the Client in the manner and on the terms established by this Offer.

### 2. Subject Matter of the Contract

2.1. The Provider undertakes to provide the Services to the Client, and the Client undertakes to pay for them in the amount, in the manner and within the periods established by this Contract.

2.2. The name, quantity, procedure and other terms of the provision of the Services are determined on the basis of the information of the Provider at the time the Client places an order, or are established on the Site of the Provider on the Internet at <https://metrocraft36.com/>

2.3. The Provider provides the Services under this Contract personally or with the involvement of third parties; in that case the Provider is liable to the Client for the acts of third parties as for its own, in accordance with article 2101 of the Civil Code of Québec.

2.4. The Contract is concluded by acceptance of this Offer through acts of acceptance by conduct, expressed in:

- acts connected with the registration of an account on the Site of the Provider on the Internet, where registration of an account is required;

- the placing and sending by the Client of an order to the Provider for the provision of Services;
- acts connected with the payment for the Services by the Client;
- acts connected with the provision of the Services by the Provider.

This list is not exhaustive; there may also be other acts that clearly express the intention of a person to accept the proposal of the other party.

### **3. Rights and Obligations of the Parties**

#### **3.1. Rights and obligations of the Provider:**

3.1.1. The Provider undertakes to provide the Services in accordance with the provisions of this Contract, within the periods and to the extent specified in this Contract and/or in the manner indicated on the Site of the Provider.

3.1.2. The Provider undertakes to grant the Client access to the sections of the Site necessary for obtaining information in accordance with clause 2.1 of the Contract.

3.1.3. The Provider is responsible for the storage and processing of the personal information of the Client, ensures the preservation of the confidentiality of that information and uses it exclusively for the quality provision of the Services to the Client, in accordance with the Act respecting the protection of personal information in the private sector (CQLR c. P-39.1) and the Policy on the Processing of Personal Information published on the Site.

3.1.4. The Provider reserves the right to change the periods of provision of the Services and the terms of this Offer unilaterally without prior notice to the Client, by publishing the said changes on the Site of the Provider on the Internet. The new / amended terms indicated on the Site apply only in respect of Contracts newly concluded. No amendment applies to a Contract already concluded with a consumer except in accordance with sections 11.2 and 11.3 of the Consumer Protection Act (CQLR c. P-40.1).

#### **3.2. Rights and obligations of the Client:**

3.2.1. The Client is obliged to provide accurate information about themselves when receiving the corresponding Services.

3.2.2. The Client undertakes not to reproduce, repeat, copy or sell, and not to use for any purposes whatsoever, the information and materials that have become available to the Client in connection with the provision of the Services, except for personal use directly by the Client without providing access in any form to any third parties.

3.2.3. The Client undertakes to accept the Services provided by the Provider.

3.2.4. The Client is entitled to require the Provider to return funds for services not provided, for services provided of inadequate quality, for services provided in breach of the periods of provision, and also where the Client has decided to renounce the services for reasons not connected with a breach of obligations on the part of the Provider, exclusively on the grounds provided for by applicable law, including the legal warranties set out in sections 34 to 54 of the Consumer Protection Act (CQLR c. P-40.1) and, where the Contract is a distance contract, the right of cancellation provided for by sections 54.8 to 54.11 of that Act.

3.2.5. The Client warrants that all the terms of the Contract are clear to them; the Client accepts the terms without reservation and in full. In accordance with article 1435 of the Civil Code of Québec, an external clause referred to in this contract of adhesion is null if, at the time of formation of the contract, it was not expressly brought to the attention of the Client.

### **4. Price and Payment Procedure**

4.1. The cost of the services of the Provider provided to the Client and the procedure for their payment are determined on the basis of the information of the Provider at the time the Client places an order, or are established on the Site of the Provider on the Internet: <https://metrocraft36.com/>

4.2. All settlements under the Contract are made by non-cash means.

4.3. Prices are indicated exclusive or inclusive of the goods and services tax (GST) and the Québec sales tax (QST) as stated at the point of purchase. Where the Client is resident outside Canada, the taxes applicable in the Client's jurisdiction may apply.

### **5. Confidentiality and Security**

5.1. In performing this Contract the Parties ensure the confidentiality and security of personal information in accordance with the current version of the Act respecting the protection of personal information in the private sector (CQLR c. P-39.1), the Act to establish a legal framework for information technology (CQLR c. C-1.1) and, where applicable, the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5).

5.2. The Parties undertake to preserve the confidentiality of information obtained in the course of performance of this Contract and to take all possible measures to protect the information obtained from disclosure.

5.3. Confidential information means any information transmitted by the Provider and the Client in the course of performance of the Contract and subject to protection; the exceptions are indicated below.

5.4. Such information may be contained in internal policies, contracts, letters, reports, analytical materials, results of research, diagrams, schedules, specifications and other documents provided to the Provider, drawn up on paper or in electronic form.

## **6. Superior Force (Force Majeure)**

6.1. The Parties are released from liability for non-performance or improper performance of obligations under the Contract if proper performance proved impossible as a result of superior force, that is, an unforeseeable and irresistible event within the meaning of article 1470 of the Civil Code of Québec, which is understood to include: prohibitive acts of the authorities, epidemics, blockade, embargo, earthquakes, floods, fires and other natural disasters.

6.2. Upon the occurrence of these circumstances the Party is obliged to notify the other Party thereof within 30 (thirty) business days.

6.3. A document issued by a competent public authority is sufficient confirmation of the existence and duration of the superior force.

6.4. If the circumstances of superior force continue for more than 60 (sixty) business days, each Party is entitled to resiliate this Contract unilaterally.

## **7. Liability of the Parties**

7.1. In the event of non-performance and/or improper performance of their obligations under the Contract, the Parties bear liability in accordance with the terms of this Offer.

7.2. The Provider bears no liability for non-performance and/or improper performance of obligations under the Contract where such non-performance and/or improper performance occurred through the fault of the Client.

7.3. A Party that has not performed or has improperly performed its obligations under the Contract is obliged to compensate the other Party for the losses caused by such breaches.

7.4. **Notice to consumers.** In accordance with section 10 of the Consumer Protection Act (CQLR c. P-40.1), no stipulation of this Contract may exclude or limit the liability of the Provider for its own act or the act of its representative. In accordance with article 1474 of the Civil Code of Québec, no person may exclude or limit their liability for bodily or moral injury, or for material injury caused through an intentional or gross fault.

## **8. Term of Validity of this Offer**

8.1. The Offer takes effect from the moment of its publication on the Site of the Provider and is valid until it is revoked by the Provider.

8.2. The Provider reserves the right to make changes to the terms of the Offer and/or to revoke the Offer at any time at its discretion. Information about the amendment or revocation of the Offer is communicated to the Client, at the choice of the Provider, by publication on the Site of the Provider on the Internet, in the Client's personal account, or by sending a corresponding notice to the electronic or postal address indicated by the Client at the conclusion of the Contract or in the course of its performance.

8.3. The Contract takes effect from the moment of Acceptance of the terms of the Offer by the Client and is valid until the Parties have fully performed their obligations under the Contract.

8.4. Changes made by the Provider to the Contract and published on the Site in the form of an updated Offer are deemed accepted by the Client in full, subject to clause 3.1.4 of this Offer.

## 9. Additional Terms

9.1. The Contract, its conclusion and its performance are governed by the laws in force in the Province of Québec and the federal laws of Canada applicable therein. All matters not regulated by this Offer, or not fully regulated, are governed in accordance with the substantive law of the Province of Québec.

9.2. In the event of a dispute that may arise between the Parties in the course of the performance of their obligations under the Contract concluded on the terms of this Offer, the Parties are obliged to settle the dispute amicably before the commencement of judicial proceedings.

Judicial proceedings are conducted in accordance with the Code of Civil Procedure (CQLR c. C-25.01) before the courts of the judicial district of Montréal, Province of Québec, Canada.

Disputes or disagreements on which the Parties have not reached agreement are subject to resolution in accordance with the law of the Province of Québec.

**Notice to consumers.** In accordance with section 11.1 of the Consumer Protection Act (CQLR c. P-40.1), nothing in this Offer obliges a consumer to refer a dispute to arbitration, restricts a consumer's right to bring an action before the courts, or deprives a consumer of the right to be a member of a class action. In accordance with article 3149 of the Civil Code of Québec, a consumer domiciled in Québec may in all cases bring an action before the Québec authority. The pre-judicial settlement procedure described in this clause is a recommendation and does not constitute a condition precedent to the exercise of a consumer's right of action.

9.3. The Parties have determined **English** as the language of the Contract concluded on the terms of this Offer, and as the language used in any interaction between the Parties (including the conduct of correspondence, the making of demands / notices / clarifications, the provision of documents and so on).

A French version of this Offer is published at <https://metrocraft36.com/legal/fr/oferta.pdf> and is made available to consumers resident in Québec, in accordance with section 55 of the Charter of the French language (CQLR c. C-11), before they agree to be bound by the English version. *Après avoir pris connaissance de la version française, les parties exigent expressément que le présent contrat et tous les documents s'y rattachant soient rédigés en anglais.* In the event of any discrepancy between this English version and the French version, **the French version prevails** in respect of consumers resident in Québec.

9.4. All documents subject to provision in accordance with the terms of this Offer must be drawn up in English or in French, or be accompanied by a translation into English certified in the established manner.

9.5. The inaction of one of the Parties in the event of a breach of the terms of this Offer does not deprive the interested Party of the right to protect its interests later, nor does it signify a waiver of its rights in the event that one of the Parties commits similar or comparable breaches in the future.

9.6. If the Site of the Provider on the Internet contains links to other websites and materials of third parties, such links are placed exclusively for informational purposes, and the Provider has no control over the content of such sites or materials. The Provider bears no liability for any losses or damage that may arise as a result of the use of such links.

## 10. Particulars of the Provider

**Full name:** Ihor Urmach, natural person operating a sole proprietorship (*entreprise individuelle*)

**Québec Enterprise Number (NEQ):** 2282463340

**Registered with:** Registraire des entreprises du Québec, 15 August 2026

**Registered address:** 2M-520 rue Landreville, Montréal (Québec) H3E 1B4, Canada

**Declared activity (code 7721 — computer services):** development, design and publishing of software, in particular video games, game engines, software tools, computer security solutions and anti-cheat systems; commercialisation and licensing of software

**Contact e-mail:** [legal@igsteam.org](mailto:legal@igsteam.org)

*The Russian-language edition of this Offer, which applies to Clients of the Russian-language edition of the Game, is available at <https://metrocraft36.com/legal/ru/oferta.pdf>.*