

Terms of Service

§ 1 [The Service Provider]

The Terms of Use of the Website (“ the Website”), under the web address: "https://apex-boosting.com" (“Terms of Use”) specify terms of use of the Website by the Users.

The administrator of the Website (“ the Service Provider”)is

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The e-mail address of the Service Provider is: support@b77network.zendesk.com

Any declarations of intent between the User and the Service Provider are declared in electronic form, which means sending and delivering e-mail to the e-mail address of the Service Provider, given in §1 point 5 or to the e-mail address of the User, given at the moment of Registration.

The Service Provider reserves the right to offer the IT system resource of the Website for the purpose of uploading and storing by other individuals or entities commercial content (which do not need to be related with the content of the Website). The Service Provider is exclusively entitled to all the income related to the publishing of commercial content on the Website. Particular conditions of uploading and storing commercial content as well as rules of payment shall be in each case contracted by the Service Provider with an individual or entity interested in uploading and storing such commercial content.

§2 [The Website]

The essence of apex-boosting.com is providing the Users (“the Users”) with the Service (“the Service”), the subject of which is acquiring to the Customer’s order virtual levels (ranks) in online game Apex Legends (hereinafter referred to as “ the Game”).

All trademarks, names and other protected goods are used in the Website solely with an aim to clearly indicate an intention and nature of the services provided through the Website.

The Website provides the Users with the infrastructure to order the Service on the basis of a special algorithm, hereinafter referred to as “ the Algorithm”.

The Website is provided to the User only through the availability of using it through the Website <https://apex-boosting.com>.

§3 [Copyright to the Website]

All copyrights, intellectual property rights, industrial property rights and other rights to the Website, its elements, source code, belong to the Service Provider.

The User does not acquire by the virtue of this Agreement any other rights to the Website than expressly granted to him by the Agreement.

The User is obliged not to infringe the rights mentioned in point 1.

§4 [Using the Website]

You have to register to use the Website. However, before the Registration, you have the availability to become familiar with description and information about the Portal, description of its content, subject matter, destiny and these Terms of Use.

A person who has not completed the registration process is not considered a User.

The Registration process is done by making it that the person, who wants to register (“ the Applicant”) purchases a service and then, following a successful payment clicks on the “Register” button (which shows up only after a successful payment) and:

Accepts the Terms of Use;

Undertakes to comply with all the rules contained therein;

Declares, that he is entitled to conclude Agreements, in particular that it is not contrary to the Game's Rules or has been granted with individual permission to conclude the Agreement;

The Service Provider may make creating an Account conditional on prior payment for the purpose of verification of the User.

The Applicant, after providing data and fulfilling other conditions mentioned above, receives to given e-mail address, e-mail message with request to confirm registration (verification letter). For the purpose of confirmation, he has to click to the link given in the e-mail. The Registration is done at the moment of confirmation, the Account is created for the Applicant (hereinafter referred to as "the Account") and he becomes the User. The Account is affiliated to the Name of the User (Login, which is the e-mail of the Applicant).

The Service Providers reserves the right to conduct promotions or discounts. The rules of such promotions or discounts will be every time available on the Website: <https://apex-boosting.com>. Such rules may be amended every time, this shall be on the sole Service Provider's discretion, such amendment is not amendment of the Terms of Use

The User may at the moment of the Registration or after the Registration, express his consent for receiving from the Service Provider commercial communication (in particular electronic bulletin – Newsletter) in electronic form. Such consent may be revoked at any time in electronic form or by clicking on the deactivation link contained in the e-mail from the Service Provider under the commercial information.

The Service Provider may send to the registered User, independently of the fact of expressing abovementioned consent, information non constituting commercial information or marketing materials, necessary for using the Website by this User, executing obeying provisions of law or Terms of Use or necessary to fulfilling obligation stemming from provision of law or Terms of Use, as well as information about new features of the Website etc. (" Messages").

The Service Provider may create new features of the Website, as well as change or modify the existing features The User may be notified on this fact by Message.

The User is obliged to provide truthful data. The Service Provider is not liable for consequences of providing false data. If during using the Website there was a change of any data, referred to in point

2, the User should update the data on his Account. The Service Provider is not liable for consequences of failing to comply with these obligation.

The User must not permit use of his Account to other persons, as well as make access to any data within his Account. Login and password should be adequately protected from access by others. The Account is non-transferable and cannot be inherited. It is prohibited to have more than one Account.

The User can log into Website by giving correct login (name) and password.

The User shall be legal person or the entity, who can on his own behalf acquire rights or enter into obligations and the natural person, full of age and having full legal capacity.

§5 [Technical requirements necessary for using the Website]

Using the Website requires:

Permanent access to the Internet;

Properly configured web browser accepting Cookie files – Microsoft Internet Explorer version not older than 7.0 or Mozilla Firefox version not older than 2.0,;

Cookie and JavaScript enabled;

Active and properly configured e-mail box

Speed rate of Internet connection not less than 512 kb

The Service Provider is not obliged to train User in the use of the Website. The User is obliged to do it on his own, using the option “FAQ” or intuitively. Such content are not part of Terms of Use, they are only instructions, how to use the Website.

The User is fully aware of the fact, the using the software like AdblockPlus or Flashblock may make it impossible or difficult to use the Website.

§6 [Compliance with the Game Rules]

The User making Registration declares that he is entitled to conclude, execute, square and settle the Agreement through which he orders the Service, which means that it is consistent with Game Rules or he has been granted by the owner of the Game or other authorized entity an individual permission for conclusion, execution, squaring and settling such Agreement. Otherwise, the User is obliged to stop using the Website immediately and cease the Agreement and if he is on the stage of registration, he cannot register in the Website.

The Service Provider declares that the Website is not available to persons, who are not entitled to conclude, execute, square and settle the Agreement.

It is the User who is solely liable for fulfillment of the conditions referred to in paragraph 1.

The Service Provider is not required to verify, whether the User is entitled to conclude, execute, square and settle the Agreement through which he orders the Service.

If you fail to comply or failed to comply with any of the conditions set out in paragraph 1, the Service Provider may terminate the Agreement with immediate effect for reasons attributable to you. The Service Provider may at the same time declare all Agreements concluded, executed, squared or settled (or being concluded, executed, squared, settled) by you null and void. Any claims resulted from Agreements which are declared null and void, the Users will settle themselves. The Fees for Agreements which were declared null and void, will not be returned.

Any Agreement with the Service Provider entered into by a tax resident of the United States of America shall be declared null and void and terminated with immediate effect for reasons attributable to the User. The Fees for Agreements which were declared null and void, will not be returned.

§7 [Scope of the License]

The Licensor authorizes the User to use the Website on the following fields of exploitation:

Concluding Agreements with the Service Provider;

Executing Agreements concluded with the Service Provider;

Squaring Agreements concluded with the Service Provider;

Settling Agreements concluded with the Service Provider;

The License is granted for the period marked by the User at the moment of Registration.

The License is not transferable. You may not transfer any rights or obligations under this Agreement to a third party, you may not also grant a sublicense (further license).

§8 [Right to withdraw from the Agreement]

If you are the consumer not yet issued any order or concluded any Agreement and not paying any Fee, you can withdraw from using the Website, without giving any reason, within the period of 14 days after making the Payment.

You can execute your right to withdraw from this Agreement making a statement to the Service Provider in electronic form.

§9 [Agreements between the Users]

The Users (“The Customers”) are the persons, who want to order (“ the Order”) the acquisition of a virtual level in the Game;

The Customer issues the Order by uploading it in the Website.

Execution of the Order is made on the basis of the Agreement concluded between the Customer and the Service Provider.

§10 [Issuing the Order]

The Customer shall issue an Order by entering his login, password and server.

The subject of the Order may be in particular the following:

Purchasing of specified number of winning games – the Customer indicates the current level and division and then number of winning games he orders;

Acquiring of specified level (tier) or division – the Customer indicates his current level and division and then target level and his server.

After payment the Customer gains access to the Panel, where he enters the password to his account in the Game. By the Website he can track progress and communicate by Website chat with the Service Provider.

§11 [Accepting the Order] (Refund Policy)

The Service Provider accepts an Order by clicking the button “Claim”.

At the moment of accepting an Order the Agreement between the Customer and the Service Provider, who accepts an Order, which subject of is to perform an Order, is concluded

The Service Provider may accept an Order without any modifications or alterations.

The Customer has a right to terminate the Agreement any time, in particular, if the Service Provider has not yet commenced executing the Agreement (i.e. no game has been played yet).

Each of the Parties may withdraw from the concluded Agreement within 24 hours from its conclusion by making to the other party a statement in electronic form, if the Service Provider has not yet commenced to execute the Agreement. The withdrawal has the effect that in case that if the withdrawing party is the Customer or the Service Provider, who has accepted an Order, the Agreement is deemed not to be concluded.

Remuneration for the Order which was only partially executed is due proportionally which means that the percentage of the Money corresponding to the percentage of the executed Order shall be

kept by the Service Provider and the percentage of the Money corresponding to the percentage of the unexecuted Order shall be returned to the Customer no later than the period of 14 days from the termination of the Agreement.

§12 [Payments]

You may pay for the services using following methods: PayPal which allows payment by credit or debit card, electronic payment from virtual account.

You are required to give the exact title of the payment, which is displayed after clicking on the “Pay” button, without any alterations. The Service Provides is not liable for consequences of incorrect giving of the title of payment by the User.

All costs of payment (including costs of cross-border money transfer) are on the User. This does not apply to payment using PayPal.

§13 [Liability of the Service Provider]

The Service Provider is not liable for any acts or omissions of the Users within the Website. The Service Provider does only provide the Users with the Website, and the User is obliged to use the Website in a manner consistent with the law.

The Service Provider is not obliged to check, whether acts or omissions of the Users, data stored by them or activity related with them are consistent with law.

The User is fully liable for his acts or omissions during his using the Website.

Unless Terms of Use stipulate otherwise, the Service Provider is liable towards the User for the damage resulted from non-performance or improper performance of the Services only, if he is at fault. The burden of proof of the fault lies on the User.

The liability of the Service Provider towards the User shall covers only real harm, does not cover lost profits (lucrum cessans).

To the fullest extent permitted by law (including consumer protection provisions), the Service Provider is not liable for any actions and damages resulting from:

The User not adjusting to the technical requirements necessary for supporting the IT system used by the Service Provider

Impossibility of accessing the Website for reasons beyond the Service Provider's control;

Force majeure, wars, terrorist attack, fire, flood in server room, hackers attack, failures, reasons on the part of access providers, failures of hardware or software of the Users, failure in server rooms, reasons on the part of other third parties (entities providing telecommunications, hosting, bank, postal, courier, e-mail, registration and keeping domains services and other similar services, entity operating payment process);

Illicit usage from the Website by the User or other person;

Malicious or violating the law acts or omissions of every Internet user;

Reasons on the part of software other than Website (e.g. Microsoft Windows);

Rejecting e-mails by e-mail servers other than that of Service Provider, e.g. as a result of filters, blocks or failures of these systems;

In other situations specified in Terms of Use

Viruses of Trojans;

The Service Provider is not liable for any unauthorized programs that can potentially be triggered by the User.

The Service Provider is not liable for designation of his e-mails or e-mails of Users as a spam by e-mails service used by the User or by the Service Provider.

The Service Provider is entitled to technical break in functioning of the Website. The Service Provider notifies the User on such break by Message unless the necessity of such break is sudden or unexpected.

The Service Provider is entitle to temporal limitation of some features of the Website, make them available on selected hours or introduce restrictions on the amount of them, if lack of limits could affect the continuity and stability of the Website. The Service Provider is not liable for consequences of the abovementioned activities.

The Service Provider is not liable for any damage borne by the User as a result of using by the User unprotected and deprived of antivirus software computer connected to the Internet, in particular for breaking into a system used by the User and e-mail, password or username acquisition by a third party or virus infection of computer systems of the User.

§14 [Role of the Website]

The Service Provider does not take part in any way in the contacts between the User and is not a party of any factual or legal acts made between them.

The Service Provider does not guarantee truthfulness and reliability of any Data uploaded or stored by Users on the Website.

The Service Provider is in particular not liable towards the Users for:

Situation when Data is contrary to the reality;

Truthfulness and reliability of Data uploaded by the Users;

The User's ability to fulfill the Contracts;

Solvency of the Users;

The Service Provider does not take part in the disputes between the Users. All the disputes are settled by the Users themselves. The Service Provider does not engage in any legal proceedings connected with settling this type of disputes.

The Service Provider is not liable in particular for educational problems or way of behaving of Users in connection with the Agreements and games, in particular addictions connected with computer or other games, lack of winning of Games, participation by the User in illegal games or infringement by the User of Game Rules. In particular Service Provider is not liable for blocking or suspending of your account in the Game or banning you from the Game. Such event does not give raise to any claims against the Service Provider or another User, in particular claim to return the paid funds.

The Service Provider may without prior notice of the User annul the Agreement if it is contrary to the law or principles of social coexistence or infringes good name of the Service Provider.

§15 [Termination of Using the Website]

You may terminate using the Website at any time without giving a reason by sending an e-mail to the following address: support@b77network.zendesk.com However, the condition of termination of the Agreement is payment of all Fees which are due to the Service Provider and execution, settlement and squaring all Agreements concluded by you.

Funds of the User remained after execution, settlement and squaring the Agreements will be paid to the User within the period of 14 days from the date of termination of using the Website.

Service Provider may terminate using the Website by you with one month's notice by a declaration made by e-mail. During the notice period the Service Provider may make restrictions in using the Website, in particular prohibit concluding new Agreements. The unused amount of user Fees and funds shall be paid to the User within a period of 14 days from the date of termination of using the Website.

The Service Provider may terminate using the Website by you without notice (immediately), if you make an Illicit Usage of the Website. It is the termination of using the Website on the base of reasons on the part of you. The User is obliged after termination of the Agreement to execute, settle and square all concluded Agreements. Funds of the User remained after execution, settlement and squaring the Agreement will be paid to the User, however, the Service Provider may deduct from these funds an amount to cover his claims against the User resulting in Illicit Usage of the Website by this User.

The Service Provider may prohibit the User to register again for a specified period of time or forever (ban).

Illicit Usage of the Website covers situations, when the User violates provisions of law, principles of social cohesion, public order or Netiquette principles. In particular, it covers the following situations:

The User, by his act or omission affects the good name of the Service Provider or otherwise harms the Service Provider;

The User uploaded illegal Data;

Personal data of the User requires additional verification;

Receiving by the Service Provider official notification or obtaining reliable information on the illegal character of Data or the activities connected with it;

The User violates the terms of use of the Account or has more than one Account;

The User violates the rules related to personal data;

The User interferes with operation of IT system of the Service Provider;

The User impersonates another User or another person on the Website, in particular by creating Account with personal information of this User (person);

§16 [Complaints]

If in your opinion the Services are not performed by the Service Provider or they are performed contrary to Terms of Use, you can file a complaint by mean of a contact form. Your Complaint should contain: the name, e-mail address, a description of the facts and the allegations, on the pain of call by the Service Provider to complete your complaint.

The Service Provider shall resolve the complaint within 14 days from the date of receiving the complaint. Lack of resolution of a complaint within this period does not mean that the complaint has been accepted by the Service Provider.

§17 [Transfer of the Website]

The Service Provider may transfer all or some rights and obligations specified in Terms of Use to a third party as well as delegate the exercise of those rights and obligations to a third party, he may in particular sell, donate, lease the Website or bring it to enterprise. The Service Provider notifies the User by Message on his intention to do so. In that case the provisions on amendment of Terms of Use shall apply.

§18 [Personal data]

By accepting Terms of Use you agree for processing your personal data provided by you using the Website by the Service Provider for the purpose of using the Website, including concluding, executing, squaring and settling the Agreements, for accounting purposes, settling with you and communication with you.

It is the Service Provider being the controller of personal data.

For the purposes of our services, we process personal data such as: name, surname, nationality, image of a person (effigy), race, login, password, IP address, address of residence, e-mail address.

Personal data will be transferred to companies that provide services to us in the field of ICT, legal and marketing activities, as well as the delivery of goods.

§19 [Final provisions]

The Appendices to Terms of Use are its integral part. They include:

The Terms of the Use are available free of charge to any User on the Website under the address: "<https://apex-boosting.com>" apex-boosting.com in such way, that you can before using the Website or at the moment of beginning using the Website acquire, restore, preserve and store (in the ordinary course of operations) content of Terms of Use, using the IT system which you use. In case of doubts

as to the interpretation of the provisions of the Terms of Use, you can ask the Service Provider for explanation.

The Service Provider notifies Users by Message on intended amendment of Terms of Use 7 (seven) days before the date of intended amendment. The amendment is accepted by the User and is binding from next day after this period unless the User does not terminate the contract. Termination takes place by e-mail sent to the address of the Service Provider given in the notice. Amendment does not apply to executing, settling and squaring Agreements concluded before the amendment.