

# PUBLIC OFFER AGREEMENT FOR SERVICES

VR-POINT (ImTechBoutique Ltd)

Registered in the Republic of Cyprus under HE 432904

Registered Address: #140 Fragklinou Rousvelt, 1st floor, Office 101, 3011, Limassol, CYPRUS

Venue Address: Kanari 26, Limassol Agora mezzanine, Limassol, 3041, Cyprus

Contact Email: mail@imtb.ltd | Contact Phone: +357 99 9 00 753

This document constitutes a public offer (the "Agreement") by ImTechBoutique Ltd (hereinafter referred to as the "Company" or "We") to an indefinite number of persons (hereinafter referred to as the "Client" or "You") to conclude a contract for the provision of services on the terms and conditions set forth below.

This Agreement is a public contract pursuant to the Cyprus Contracts Law, Cap. 149. The unconditional acceptance of the terms of this Agreement is the performance by the Client of actions aimed at receiving the services, including but not limited to, booking a session, paying for the services, or beginning use of the Company's equipment at the venue.

#### 1. DEFINITIONS

- 1.1. "Services" refers to the provision of access to the Company's virtual reality (VR) equipment, software, and facilities for the purpose of entertainment, education, training, and skill development. This includes, but is not limited to:
- \* Gamification of classic training courses for corporate clients.
- \* Introduction to 3D art, design, and modeling in a VR environment.
- \* Skill development through cooperative and competitive gaming experiences.
- \* General familiarization with VR technology and its capabilities.
- 1.2. "Venue" refers to the Company's premises located at the address specified above.
- 1.3. "Client" refers to any individual or legal entity representative who accepts this offer and uses the Services.
- 1.4. "Session" refers to the period of time for which the Client has booked and paid to use the Services.
- 1.5. "Equipment" refers to all VR headsets, controllers, computers, and any other hardware or software provided by the Company for use by the Client.

### 2. SUBJECT OF THE AGREEMENT

- 2.1. The Company undertakes to provide the Services to the Client in accordance with the terms of this Agreement, and the Client undertakes to pay for these Services and comply with the established rules of conduct and equipment use.
- 2.2. The current list of Services, their duration, and their cost are published on the Company's official website <a href="www.govrparty.com">www.vr-point.xyz</a> and/or at the information stand at the Venue. The Company reserves the right to amend the list and cost of services at any time.

#### 3. REGULATORY DISCLAIMER AND CLASSIFICATION OF SERVICES

- 3.1. The Client acknowledges and agrees that the Services provided by the Company are for the specific purposes of technological familiarisation, skill development, and entertainment, and are distinct from services regulated under other specific legal frameworks. For the avoidance of doubt:
- a) Catering and Entertainment Law: The Company's Venue is not a licensed "κέντρο αναψυχής" (recreation/entertainment centre) under the relevant laws governing such establishments. The Services, while entertaining, do not constitute a public spectacle, and no catering services are provided that would require such licensing.
- b) Betting and Gaming Law: The term "gaming" used in the description of Services refers exclusively to interactive video games of skill and entertainment. The Services do not involve any form of betting, gambling, or games of chance as defined by The Betting Law of 2019 (L. 37(I)/2019) or related legislation. The Company is not regulated by the National Betting Authority.
- c) Education Law: While the Services have educational and developmental value, the Company is not a registered or accredited educational institution under the Private Schools Law or any other legislation



governed by the Ministry of Education, Sport and Youth. Use of the Services does not lead to any formal qualification or certification.

## 4. BOOKING AND PAYMENT (INDIVIDUAL SESSIONS)

- 4.1. The terms in this section apply to individual and small group bookings not classified as an Event (see Section 5).
- 4.2. Services are provided on a pre-booked basis or, subject to availability, on a walk-in basis.
- 4.3. Booking can be made via the Company's website, by telephone, or in person at the Venue. A booking is considered confirmed only after receipt of payment.
- 4.4. Payment for Services constitutes full and unconditional acceptance of this Public Offer Agreement.
- 4.5. All payments are to be made in Euros (EUR).
- 4.6. Cancellation Policy:
- \* Cancellations made by the Client more than 48 hours before the scheduled Session will receive a full refund.
- \* Cancellations made between 24 and 48 hours before the Session will be eligible for rescheduling to another available time slot.
- \* No refund or rescheduling will be provided for cancellations made less than 24 hours before the Session or for no-shows.

#### 5. SERVICES FOR GROUPS AND CORPORATE EVENTS

- 5.1. The Company offers specialised service packages for groups, including but not limited to, corporate teambuilding events, educational workshops, and private parties (hereinafter "Events").
- 5.2. All bookings for Events typically require a separate Corporate or Group Booking Agreement to be executed between the Company and the Client (acting as the event organiser). This Public Offer Agreement shall form a constituent part of any such booking agreement.
- 5.3. Terms regarding the minimum number of participants, specific service content, duration, and pricing for Events are detailed in the specific booking agreement or a separate quotation provided by the Company.
- 5.4. Payment and Cancellation for Events: Unless otherwise specified in a separate Group Booking Agreement:
- a) A non-refundable deposit of 50% of the total event cost is required to confirm the booking.
- b) The remaining balance is due no later than seven (7) calendar days prior to the date of the Event.
- c) For cancellations made more than fourteen (14) days prior to the Event, the deposit may be applied to a rescheduled date, subject to availability.
- d) For cancellations made fourteen (14) days or less before the Event, the Client shall forfeit all amounts paid.

#### 6. RULES OF CONDUCT AND EQUIPMENT USE

- 6.1. The Client must arrive at the Venue at least 10 minutes prior to the scheduled Session time for a mandatory safety and instructional briefing. Late arrival may result in a reduction of the Session time without a refund.
- 6.2. The Client undertakes to use the Equipment carefully, for its intended purpose, and in accordance with the instructor's guidance.
- 6.3. The Client is fully financially liable for any damage caused to the Equipment or other property of the Company due to their intentional or negligent actions. The cost of damage will be assessed based on the market value of repair or replacement.
- 6.4. It is strictly forbidden to:
- \* Use the Equipment while under the influence of alcohol, narcotic drugs, or other intoxicating substances.
- \* Bring food or drink into the VR play areas.
- \* Behave in a manner that is aggressive, disruptive, or creates a danger or discomfort to other clients or staff.
- 6.5. The Company reserves the right to refuse service or terminate a Session without a refund for any Client who violates these rules.

#### 7. HEALTH AND SAFETY WARNING

- 7.1. Virtual reality experiences can be intense and may cause motion sickness, dizziness, or disorientation in some individuals.
- 7.2. The Services are not recommended for individuals with certain medical conditions, such as heart conditions, epilepsy, or severe anxiety. Pregnant women are also advised against participation.



- 7.3. By accepting this Agreement, the Client confirms that they are in good health and have no medical conditions that would prevent them from safely participating in the VR experience. The Client participates at their own risk.
- 7.4. The Company is not liable for any health-related issues that may arise during or after the use of the Services, provided the Company has fulfilled its duty to provide a safety briefing and properly functioning equipment.

#### 8. LIABILITY

- 8.1. The Company is liable for providing fully functional and safe Equipment and for conducting a proper instructional briefing.
- 8.2. The Company shall not be liable for any indirect or consequential damages, or for the loss of personal belongings of the Client at the Venue.
- 8.3. The total liability of the Company to the Client under this Agreement is limited to the amount paid by the Client for the specific Service from which the claim arises.

#### 9. VR CONTENT AND SOFTWARE DISCLAIMER

- 9.1. The VR games, applications, and experiences (the "Software") available at the Venue are, in the majority, the creation of third-party developers and publishers. All intellectual property rights in the Software are owned by their respective creators.
- 9.2. The Company provides access to the Software on an "as-is" and "as-available" basis. The Company does not warrant that the Software will be error-free or that its content is accurate, complete, or suitable for any particular purpose.
- 9.3. The Company is not responsible for the content, themes, or views expressed within the Software. The Client assumes all risk associated with the use of the Software and is responsible for selecting experiences appropriate for themselves and any minors under their supervision.

#### **10. DATA PROTECTION**

- 10.1. By accepting this Agreement, the Client consents to the processing of their personal data (such as name, phone number, and email) by the Company for the purposes of service provision, booking management, and communication. Client agrees that the email provided by the client is treated as the client identifier.
- 10.2. The Company processes personal data in strict accordance with the General Data Protection Regulation (EU) 2016/679 and the relevant laws of the Republic of Cyprus.
- 10.3. The Company may conduct photo and video recording at the Venue for marketing and security purposes. By entering the Venue, the Client consents to being filmed or photographed. If a Client does not wish to be featured in marketing materials, they must inform the staff in writing.

#### 11. GOVERNING LAW AND DISPUTE RESOLUTION

- 11.1. This Agreement is governed by and construed in accordance with the laws of the Republic of Cyprus.
- 11.2. Any disputes arising from this Agreement shall be settled through negotiation. If an agreement cannot be reached, the dispute shall be resolved in the competent courts of the Republic of Cyprus.

Date of Last Revision: 01.01.2025