HudX Terms of Use

Last updated: April 9, 2025

Legal Entity: Maksim Chepkasov, self-employed individual (registered under Russian law.

The commercial designation "HudX" is used solely as the name of the project and is not a legal entity. All obligations are fulfilled by Chepkasov M.V. as an individual registered as self-employed.

Registered in: Chelyabinsk, Russian Federation

Email: hudxvisual@gmail.com

Website: https://hudx.pro

§1. General Provisions

- 1.1. This User Agreement (hereinafter referred to as the "Agreement") governs the provision of services by the Service Provider and the use of the website https://doi.org/10.1007/j.j.governs the provision of services by the Service Provider and the use of the website https://doi.org/10.1007/j.j.governs the provision of services by the Service Provider and the use of the website https://doi.org/10.1007/j.j.governs the provision of services by the Service Provider and the use of the website https://doi.org/10.1007/j.j.governs the provision of services by the Service Provider and the use of the website https://doi.org/10.1007/j.j.governs the provision of the website https://doi.org/10.1007/j.j.governs the provider and the use of the website https://doi.org/10.1007/j.j.governs the provision of the website https://doi.org/10.1007/j.j.governs the provision of the website https://doi.org/10.1007/j.j.governs the provision of the website of the provision of the
- 1.2. Users aged 14 to 18 must provide verified consent from a legal guardian. HudX may request written confirmation, including scanned or otherwise legally significant forms.
- 1.3. This Agreement is a legally binding document. By accessing or using the website, placing an order, or sending a message, the User confirms their full acceptance of this Agreement and agrees to be bound by its terms. This Agreement shall be deemed accepted in accordance with Articles 435 and 438 of the Civil Code of the Russian Federation (for users subject to Russian law).
- 1.4. The Service Provider operates in the MSK (Moscow Standard Time) time zone.
- 1.5. This Agreement is governed by the laws of the Russian Federation. However, if the User is a resident of another country and the application of their national consumer protection laws is mandatory under applicable international private law, such mandatory rights shall be preserved to the extent required by applicable law.
- 1.6. The Russian version of this Agreement shall take precedence.
- 1.7. The User represents and warrants that they are not located in a country that is subject to U.S., EU, UN, or other applicable sanctions or export restrictions. The User further confirms they are not listed on any government-issued list of prohibited or restricted parties.

§2. Definitions

- 2.1. Website the online resource located at hudx.pro.
- 2.2. Service Provider Maksim Chepkasov, providing services under this Agreement.

- 2.3. User an individual using the website and services in accordance with this Agreement.
- 2.4. Services activities provided by the Service Provider as detailed in §3.
- 2.5. Limited right the right to use materials strictly for the purposes defined in the Technical Specification.
- 2.6. Non-exclusive right the Service Provider may license the materials to other clients.
- 2.7. Non-transferable right the User may not transfer rights to third parties without the Service Provider's written consent.
- 2.8. Business day Monday to Friday, 09:00 to 17:00 MSK, excluding Russian public holidays.
- 2.9. HudX is a trade name used by the Service Provider for branding purposes. It is not a legal entity and all obligations are fulfilled by Maksim Chepkasov as a self-employed individual under Russian law.
- 2.10. Electronic Acceptance confirmation of agreement via email, web forms, or messenger (e.g., Telegram, Discord, etc.) shall be considered legally binding and equivalent to a handwritten signature.

§3. Services

- 3.1. Scope of Services HudX provides the following services:
 - Development of in-game user interfaces (HUD) for CS2 and Dota 2;
 - Graphic design for event livestreams and tournaments, including logos;
 - Custom software development tailored to client requirements;
 - Placement of advertising visuals on CS2 and Dota 2 maps;
 - Cinematic flyovers for CS2 maps;
 - Consultations and technical support for HUD integration;
 - Custom HUDs for Freezetime and Map Veto phases are also available for individual orders;
 - Other services by written or electronic agreement.
- 3.2. Individual Nature of Services 3.2.1. All services are provided based on an individually agreed Technical Specification (TS).

- 3.2.2. Confirmation of the Technical Specification (TS) via email, messengers (Telegram, VK, etc.), or website contact forms shall be deemed legally binding and equivalent to a written agreement.
- 3.2.3. HUD development typically takes up to 7 calendar days after design approval. The timeline may be extended by mutual agreement in case of delays caused by the Client or other reasonable circumstances.
- 3.3. Technical Support
- 3.3.1. Free support includes:
 - Fixing errors caused by HudX (e.g., design or coding issues);
 - Duration 14 calendar days from delivery or acceptance.
- 3.3.2. Extended support:
 - Free by additional written agreement;
 - Paid after 14 days or for issues caused by the client (e.g., unauthorized edits).
- 3.3.3. Paid support is provided under the rates listed in <u>Appendix No.1</u> (See separate document: Pricing Appendix or https://hudx.pro/en/#pricing).
- 3.3.4. Upon completion of the work, the Service Provider may issue a Delivery-Acceptance Certificate. If the Client fails to return a signed version or raise objections within three (3) business days, the services shall be deemed accepted by default.

§4. Cookies and Analytics

- 4.1. The website uses cookies and similar technologies (e.g., tracking pixels) for analytics, performance optimization, and marketing.
- 4.2. By using the website, the User consents to cookies per the <u>Privacy Policy</u>. Users may modify cookie preferences at any time via browser settings.

§5. Intellectual Property

- 5.1. All materials created by the Service Provider are protected intellectual property.
- 5.2. The Client receives a non-exclusive, non-transferable right to use the materials worldwide for the duration of copyright protection, strictly within the scope defined in the TS. Modifying, distributing, or sublicensing the materials without written consent is prohibited.
- 5.3. Source code is only provided upon separate written agreement and full payment in accordance with §12. Without such agreement, only executable files or platform access are provided. The use of materials is permitted strictly within the scope defined in the TS.

Including any part of the source code, UI elements, animations, or design assets to third parties without the Service Provider's written consent is strictly prohibited.

The Service Provider retains all copyrights to the source code unless otherwise specified in a separate written agreement. The Client is granted a limited license to use the source code strictly for the agreed purposes. All exclusive rights remain with the Service Provider unless otherwise explicitly agreed in a separate written contract. The Client may not resell, sublicense, disclose, or publish the code without prior written consent.

- 5.4. The Client may not use the materials in ways that violate Russian law, platform rules, or third-party rights.
- 5.5. Using HUDs for cheating, automation, or other actions that may be interpreted as a violation of platform terms is strictly prohibited. The Client assumes full responsibility and risk for any such use.
- 5.6. By default, the Client receives only a limited license.
- 5.7. To obtain the source code, full payment (100% of the tariff) is required per <u>Appendix</u> No.1 (See separate document: Pricing Appendix or https://hudx.pro/en/#pricing)
- 5.8. All rights to the source code remain with the Service Provider, unless explicitly transferred in a separate written agreement with the Client, including cases involving the full transfer of exclusive rights. Any deviation from this rule requires bilateral written consent.

Delivery of the source code does not constitute a transfer of any exclusive intellectual property rights unless explicitly stated in a separate agreement. The Client receives only a limited, non-exclusive, non-transferable license to use the source code strictly for the agreed purposes defined in the Technical Specification.

- 5.9. HudX is an independent project and is not affiliated with, endorsed by, or sponsored by Valve Corporation, Electronic Arts, Riot Games, or any other game publisher. All game titles, logos, and assets referenced are the property of their respective owners and are used strictly for descriptive purposes. HudX operates independently and is not affiliated with any publisher. See full disclaimer at https://hudx.pro/en/downloads/terms.
- 5.10. Third-party software (e.g., Lexogrine HUD Manager) may be used under its own license; HudX does not grant licenses to or assume liability for such software. The Service Provider shall not be liable for any damages, malfunctions, or compatibility issues caused by third-party software.
- 5.11. In case of a breach of the license terms, the Service Provider may suspend or revoke the license by notifying the Client via email. The license shall be deemed revoked three (3) calendar days after such notice. In case of repeated or material breach, the Service Provider may require removal of all licensed materials and seek compensation for any resulting damages.

§6. Personal Data

- 6.1. Data is processed under Russian law (FZ-152) and GDPR (for EU users). Legal basis: contract performance (e.g., email, name), consent (e.g., cookies, marketing). Users have the rights to access, correct, delete, restrict, port data, object to processing, withdraw consent, and file complaints with supervisory authorities. Requests may be sent to hudxvisual@gmail.com.
- 6.2. For users from the USA and Canada, data is processed per applicable laws including CCPA (California) and PIPEDA (Canada).
- 6.3. HudX does not intentionally market or target users located in the European Union, United States, or Canada. Any use of the site or services by individuals from these regions is considered as initiated by the User themselves.

§7. Liability

- 7.1. Services are provided "as is" with no guarantees, except as required by law.
- 7.2. The Service Provider is not liable for:
 - Game platform updates or bans;
 - Third-party tools (e.g., Lexogrine);
 - Consequences of violating game platform rules.
- 7.3. Limitations do not apply where prohibited by law.
- 7.4. Nothing in this section affects mandatory consumer rights, including those of residents in other jurisdictions.
- 7.5. The HUD does not include malicious features or cheats. However, the use of HUDs may contradict platform agreements. The Client assumes full responsibility for any resulting consequences and agrees to provide proof of good-faith use if required.
- 7.6. The Service Provider commits to good-faith execution of services per the TS. Total liability is limited to the amount paid by the Client, excluding willful misconduct, gross negligence, or harm to life/health.
- 7.7. Neither party is liable for non-performance due to force majeure: government actions, platform outages, infrastructure failure, war, natural disasters, or similar events. If such conditions persist for more than 60 days, either party may terminate the Agreement without penalties. The existence of force majeure shall be confirmed by official documentation from competent authorities (e.g., government notices, public statements, certificates from emergency agencies).

§8. Reviews and Publications

- 8.1. Projects and feedback are published only with the Client's prior written consent. The Service Provider undertakes not to disclose any confidential, technical, or commercially sensitive information related to the Client's internal processes without separate explicit permission.
- 8.2. The Service Provider may display completed project elements (e.g., HUD interfaces or logos) in their portfolio, unless such use is explicitly prohibited by the Client in writing. The Client may revoke such consent at any time by notifying the Service Provider in writing.

§9. Amendments

- 9.1. The Service Provider notifies Clients of changes 15 days in advance via email (if provided) and the website. Continued use after the effective date constitutes acceptance.
- 9.2. If the Client disagrees with updates, they must cease using the website and services before the changes take effect.

§10. Suspension and Termination

10.1. Either party may suspend or terminate the Agreement with 7 days' written notice (email or messenger), unless otherwise agreed. Either party may do so without providing a reason, unless otherwise agreed in writing.

The Service Provider may also suspend access or services without prior notice in case of a material breach of this Agreement by the Client.

10.2. If terminated by the Client, the Service Provider may retain prepayment to cover completed work and expenses. The Client is entitled to receive completed deliverables. All refunds will be processed to the original payment method used by the Client. Refunds shall be made within ten (10) business days from the date of approval.

A partial refund may be issued by mutual agreement if a significant portion of the services was not rendered and the non-performance was not due to the Client's actions.

- 10.3. If terminated by the Service Provider, the Client is entitled to completed deliverables or a refund for unrendered services
- 10.4 All provisions relating to intellectual property, confidentiality, liability, and payment obligations shall survive the termination of this Agreement to the extent necessary for their enforcement.

§11. Final Provisions

- 11.1. This Agreement takes effect upon first use of the website.
- 11.2. For questions, contact: hudxvisual@gmail.com.
- 11.3. Disputes that cannot be resolved amicably shall be settled by a competent court in Chelyabinsk, Russian Federation, at the Service Provider's place of registration, unless this is expressly prohibited by mandatory laws of the Client's country of residence. This Agreement is governed by the laws of the Russian Federation. In case of conflict with mandatory local consumer protection laws of the User's jurisdiction, such laws shall prevail only to the extent they cannot be waived by contract.

Before initiating legal proceedings, the parties agree to attempt an amicable resolution through a formal written complaint process. The receiving party must respond within 10 (ten) business days from the date of receipt.

- 11.4. If any provision is deemed invalid or unenforceable, this does not affect the validity of the rest of the Agreement.
- 11.5. This English version is provided for convenience. In case of discrepancies, the legally binding version shall be the original Russian-language document available at https://hudx.pro.
- 11.6. Any disputes shall be governed by the laws of the Russian Federation. In the event of conflict with mandatory local consumer laws, such laws shall apply only to the extent they cannot be waived or overridden by contractual agreement.
- 11.7. No modification or amendment of this Agreement shall be effective unless made in writing and signed by both parties, including by electronic means (e.g., email or messenger confirmation).

11.8. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, and communications, whether oral or written.

§12. Payment

- 12.1. Payments are made via international transfer in USD. Other payment methods may be arranged individually.
- 12.2. The Service Provider operates as a self-employed individual under the "Tax on Professional Income" regime established by Russian law and is not registered for VAT purposes. All prices are inclusive of applicable taxes unless otherwise agreed in writing.

- 12.3. An official receipt is provided within 1 business day of payment confirmation.
- 12.4. When transferring data outside the European Economic Area, the Service Provider uses Standard Contractual Clauses adopted by the European Commission and applies additional safeguards such as encryption, access restrictions, and data minimization.