

TERMS AND CONDITIONS

(last updated on 01/06/2020)

These Terms and Conditions (“Terms”) are designed to govern your relationship with Aimchess and its subsidiaries, branches and affiliates (together referred to as “we”, “us” or “Aimchess”). The below provisions are set forth to set conditions under which Aimchess makes available its internet website www.aimchess.com (the “Website”) and/or the services available via the Website or otherwise to each individual or entity (each a “User” or “you”) accessing the Website and/or using our services.

AimChess is a brand name used exclusively by Coachevnik OÜ, registered in Estonia with registration nr. 14827542 (the “Legal Entity”). The Website and content available on the website is seen as commercial information provided by the Legal Entity.

These Terms apply to all Users regardless of their location and nationality to the maximum extent permissible under applicable law.

By accessing/registering/using the Website and/or our services you agree to be bound by these Terms. These Terms may be amended from time to time and you agree to read these carefully and monitor the amendments that will be published on this page in case of any amendments. If you do not agree to be bound by these Terms, you should leave the Website and discontinue using the services immediately. As long as you do not cease using our services, you will be conclusively deemed to have accepted these Terms.

SCOPE OF SERVICES

Aimchess offers services via an online platform available at the website address: www.aimchess.com.

Aimchess is designed for chess enthusiasts for them to be able to request a report for the games he/she played on the websites where it is possible to play chess. For details on the list of websites available for reporting purposes, please refer to our Website on contact us.

Users are provided with the following services on the Website:

- 1) Users can access the Website and get authorized with login and password, or can get authorized via social networks available on the Website.
- 2) Users can provide the name of a website(s) where they have played chess and their username used on that website.
- 3) Aimchess collects the details of chess matches played on these chess websites through public API.
- 4) Using its own unique algorithms Aimchess analyzes your chess matches and provides personalized reports based on the performance in the played matches.
- 5) Your reports are then saved and stored on Aimchess website for your further reference and use.

REGISTRATION AND SUBSCRIPTION

- In order to get access to the services, you will be required to register and create an account by choosing username/login and password, or authorize via any of the social networks connected to the Website. You will be asked to provide additional details for your account on our Website such as e-mail address, full name, etc.
- You are responsible for keeping your password in confidentiality. You agree not to use the account, username, or password of another User at any time, or to disclose your password to any third party. You acknowledge and agree that you are solely responsible for any use of your account and all activities occurring in connection with the use of your account.
- By registering and creating an account at our Website you warrant and represent that any information provided by you at the time of registration, including any billing information, is complete, truthful and accurate, and you agree to your obligation to keep such information up to date.
- Aimchess offers two types of accounts or subscription models:
 - a. The basic free-of-charge subscription, which allows you to access the platform and request up to 3 (three) reports. Each report contains analysis of maximum of 40 (forty) chess matches.
 - b. Paid subscription where the User can have unlimited number of reports.
- Users can access paid subscriptions by signing up and making corresponding monthly and/or yearly payments that will allow Users to access the platform and waive the limit for the amount of matches and reports. All matches are analyzed by our platform.
- Each User has the possibility to refer a new user to Aimchess by using a shareable link. For each referred new user, the User receives 2 (two) additional free-of-charge reports. This system is accessible via the Website under the Referral Program.
- By registering and using a free-access account on the Website, User provides his consent to receive occasional promotional & advertising content from Aimchess. Should the User decide to withdraw his/ her consent, he/ she can contact Aimchess with this request at any moment.
- If your billing information and payment source you provided while registering for a subscription is invalid, if charges billed to you are declined or not paid or if you fail to pay charges when due, your account may be suspended or cancelled at our sole discretion.
- Aimchess reserves the right to:
 - refuse to offer access to or use of the Website and services to any User, and change its eligibility criteria at any time;
 - terminate your account immediately and without prior notice if you do not comply with these Terms;
 - modify, suspend, or discontinue, temporarily or permanently, the Services or any part thereof, or your access thereto, and to modify, suspend or terminate the Website or any part thereof, at its sole discretion at any time and from time to time, without being obligated to provide prior notice;

You agree to have no claim, complaint or demand against Aimchess for applying such changes or for failures incidental to such changes.

SUBSCRIPTION FEES AND FAIL TO DELIVER

User acknowledges that irrespective of whether he/she has a free or a paid subscription, the services of the Company may be interrupted due to IT or other software malfunctions.

- If a User has paid monthly or annual subscription fees of Aimchess, yet the Website is not generating the required reports due to public API (application program interface) of underlying websites (websites where the User was playing chess and from which the analysis report should be drawn) malfunctions or total stop of functioning - Aimchess shall cancel paid subscription(s) and will not deduct any further charges. However, the User agrees and confirms that the already paid fees will not be refunded.
- If the Website is not generating the required reports due to public API (application program interface) of underlying websites (websites where the User was playing chess and from which the analysis report should be drawn) being temporary down - the User agrees and confirms that the temporary fail to deliver the services to the User will not result in partial or full refunds, and the User agrees to wait for up to 5 (five) working days until the services are restored. In case if the services are not restored in the designated time frame, the User shall be governed by the provision related to malfunctions or total stop of functioning (above).

USER CONDUCT

You shall be responsible for all your interactions with other users of the Website and /or our Services. Aimchess shall not be responsible for any damage or harm resulting from your interaction with other users of the Website and /or our Services.

- Each user has the following restrictions in connection to use of our Website and/or services:
 - User cannot sell, distribute, copy, duplicate, or otherwise reproduce all or any part of the Website and services and/or any content of the Website.
 - User cannot use the Website for any illegal, immoral or unauthorized purpose, encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit.
 - User cannot in any way modify the Website or otherwise interfere with the Website, the services, their underlying software, or other technology, code, algorithm or other proprietary information of Aimchess in any manner, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website or the services;

- User acknowledges that he/she can create only one account with Aimchess. Having more than one account for one User shall constitute the violation of these Terms, and may lead to permanent restriction for use of the services provided by Aimchess.
- User agrees not to use the Website and services in a way that infringes or violates these Terms, or infringes or violates the terms of other service providers.

LIMITATION OF LIABILITY

We make no representation or warranties about the suitability, reliability, security, correctness, availability, timeliness and accuracy of the services or their content, and we expressly disclaim any warranties or conditions, express or implied. We give no warranty that you will obtain specific results by using our services.

To the maximum extent permitted by the applicable law, Aimchess shall not be liable for any indirect, incidental, special, consequential or punitive damages, as well as any loss of profits or revenues of any kind, whether incurred directly or indirectly, or any loss of data, use, goodwill or other intangible losses resulted from your:

- Access to or use of (or inability to access or use) the services;
- Any conduct or content of any party, including without limitation any offensive or illegal conduct;
- Unauthorized access, use, or alteration of your content or information;

Use of our Website, the content and the services obtained from or through the Website is fully at your own risk. You fully accept the risks and you agree that you will have no recourse to seek damages against us even if you suffer loss or damage from using our Website and associated services.

Laws of certain jurisdictions do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not be applicable to you.

PRIVACY POLICY

- Aimchess collects the following personal data of each user: full name and surname, e-mail address, usernames and some private/ game data on the websites where Users have played chess ("Personal Data").
- Your email address will be used as a contact method for communication between yourself and Aimchess.
- Your Personal Data will not be sold, traded or rented to third parties. We only share Personal Data with third parties in connection with the provision of the services to our Users, and we ensure that any recipient adheres to the same standard of privacy rules.

- We implement a variety of security measures to maintain the safety of your Personal Data as are customary in the industry with similar sites. Nevertheless, these security measures cannot fully eliminate security risks associated with personal information. Therefore, Aimchess shall not be liable for any damages caused by unauthorized access to your Personal Data and/or to your Account.
- You may be entitled under applicable law to request to review, amend, erase or restrict the processing of your Personal Data. Please note that in case you request to erase or restrict the processing of your Personal Data, your use of the Services may be restricted or disabled.
- All reports provided to you by Aimchess are confidential, i.e. third parties will not have access to your reports. You will not have access to the reports of other users of the Website unless they have consented to share these to the public.
- Each user of the Website will have the opportunity to share his/her reports to the public, thus making it available to other users. To make the reports public, the user must explicitly consent to it by clicking on the button "share".

For more detailed privacy provisions please refer to our Privacy Policy.

MISCELLANEOUS TERMS

- You understand, acknowledge and accept that the services and the Website are currently under testing and some of the services/features of the services may not be available at all times.
- These Terms shall be regarded as the entire agreement between you as the Customer and Aimchess with respect to use of the Aimchess website, superseding any prior agreement between you and Aimchess regarding the use of our Website.
- In case it appears that a particular provision of these Terms is not enforceable, this shall not affect the other terms of this agreement. If any provision of the Terms is found by a court of applicable jurisdiction to be invalid, the parties nevertheless agree that the court shall endeavour to give effect the parties' intentions as reflected in the provision and the other provision of the Terms shall remain in full force and effect.
- You agree to indemnify, defend and hold Aimchess harmless from any and all claims, liabilities, expenses and damages, including reasonable attorneys' fees and costs, made by any third party related to your use or attempted use of the services in violation of these Terms, your violation of any law or the rights of any third party, or user content, including without limitation any claim of infringement or misappropriation of intellectual property or any proprietary rights.
- No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms between you and Aimchess.
- You as the customer may not assign this agreement. Aimchess may assign this agreement at any time to the successor in interest in connection with a merger, consolidation or other corporate reorganization.
- These Terms shall be governed by the laws of Estonia without reference to its choice or conflict of law principles. You agree that all such claims and disputes will be heard and resolved exclusively in state courts located in Estonia. You hereby consent to the

personal jurisdiction to those courts over you for this purpose, and you waive and agree not to assert any objection to such proceedings in those courts.

CONTACT US

If you have any questions, comments, concerns or any feedback about our services, please contact our Support Team via ign@coachevnik.com.