

License Agreement

This document "License Agreement" is an offer of IP Barabash Vladimir Valeryevich (hereinafter referred to as the "Copyright Holder") to conclude a contract on the terms set out below.

Before using the Mobile Application, please read the terms of this License Agreement. The use of the Mobile Application under other conditions is not allowed.

In case of disagreement with the terms of this Agreement, you must refuse to install the Mobile Application. If you disagree with the changes to this Agreement, you must immediately stop using the Mobile Application and delete its copy from the Device.

1. Terms and definitions

1.1. The words and expressions used in this License Agreement have the following meanings, unless otherwise explicitly defined further in the text:

a) **License (Agreement)** – the text of this document with all appendices, amendments and additions to it, displayed when installing or starting to use the Mobile Application, as well as posted on the Website at: https://funnygram.me/docs/license_agreement.pdf

b) The User is a person who has concluded this Agreement with the Copyright Holder in his own or someone else's interest in accordance with the requirements of current legislation and this Agreement.

c) **Mobile application** – a computer program of the Copyright Holder intended for installation and use on the Device in accordance with the terms of this Agreement, which allows using various options of the Service.

d) **Website** – Internet sites administered by the Copyright Holder, hosted in domains at: <https://funnygram.me/>

e) **Service** – a set of functionality of the Website, Mobile Application and Content hosted therein, access to which is provided to Users for the conclusion and execution of transactions, as well as for information and entertainment purposes.

f) **Device** – a mobile phone, communicator, smartphone, tablet, or other device that allows you to use a Mobile Application for its functional purpose.

g) PIN code is a unique sequence of digits generated by the software of the Copyright Holder and transmitted automatically in the form of an SMS message to the User's phone number specified when creating a Personal Account. The PIN code is intended for registration and/or authorization of the User to use the Service.

h) **Personal Account** – a personal section of the Mobile Application and Website to which the User gets access after registration and/or authorization. The Personal account is

designed to store the User's contact data, view and manage the available options of the Service.

i) **Account** - a set of User data stored by the Copyright Holder, which is a combination of a unique username and password used to authenticate the User when logging into the Personal Account in order to gain access to the Service.

j) **Content** – any designations and information materials, including text, graphics, audiovisual and other materials that can be accessed using the Service.

k) **Transaction** – an agreement on the provision of information and consulting services between Users, together with all Mandatory Documents related to it, which is concluded and executed on the terms and in accordance with the procedure provided for in the Public Offer on the terms of the "Secure Transaction" service.

m) **Offer** – conditions for the provision of services under the Transaction, which are agreed by Users in accordance with the procedure provided for in the Public Offer on the terms of provision of the "Safe Transaction" service, and are recorded in the Personal Account in a chat between Users in the form of a message with a soft button "Accept" (or similar).

1.2. Other terms and definitions not specified in clause 1.1 of the Agreement may be used in this Agreement. In this case, the interpretation of such a term is made in accordance with the text of the Agreement. In the absence of an unambiguous interpretation of the term or definition in the text of the Agreement, one should be guided by its interpretation, defined: first of all – by the mandatory documents specified in it, second of all – by the legislation of the Russian Federation, and subsequently — by business customs and scientific doctrine.

2. License

2.1. From the moment of conclusion of this Agreement, the Copyright Holder grants the User, and the User accepts a free, limited (non-exclusive), personal license without the right to transfer and sublicense to use the Mobile Application in the appropriate version on the Device that the User owns or disposes of, on the territory of all countries of the world within the prescribed period.

2.2. In order to conclude this Agreement, the User is required to perform a set of the following actions:

Playback (recording) or launching a Mobile app on the Device;

Authorization by entering the received PIN code into the Mobile Application to complete registration and /or access the Service.

The performance of the above actions confirms the familiarization and full unconditional acceptance by the User of the conditions set forth in this document, and creates a contract between the User and the Copyright Holder on the above conditions in accordance with the provisions of Articles 437 and 438 of the Civil Code of the Russian Federation.

2.3. The User has the right to use the Mobile Application in accordance with the terms of this Agreement in the following ways:

2.3.1 Playback (recording) on the Device;

2.3.2. Launch and functional use.

2.4. The rights and methods of using the Mobile Application that are not explicitly granted / permitted to the User under this Agreement are considered not granted / prohibited by the Copyright Holder.

2.5. The validity period of the license for the Mobile Application is not limited.

2.6. The use of the Mobile Application on the terms and in ways not provided for by this Agreement is possible only on the basis of a separate agreement with the Copyright Holder/docs/contract_offer.pdf.

3. General Terms of use of the Mobile Application to access the Service

3.1. A prerequisite for the conclusion of this Agreement is the full and unconditional acceptance and compliance by the User, in the cases set out below, with the requirements and provisions defined by the following documents ("Mandatory Documents"):

a) **Privacy Policy** posted and/or available on the Internet at https://funnygram.me/docs/privacy_policy.pdf , which contains rules for the provision and use of confidential user information, including the User's contact details.

b) **A public offer** on the terms of the "Secure Transaction" service, which is posted and/or available on the Internet at https://funnygram.me/docs/contract_offer.pdf and establishes the mandatory conditions under which the conclusion and execution of Transactions using the Service is allowed;

3.2. In order to use the functionality of the Mobile Application and/or the Service provided on its basis, the User must undergo preliminary registration and/or authorization in the Service in accordance with the rules established by the Copyright Holder.

3.3. The list of functional features of the Service, the use of which requires the provision of additional information and documentation by the User or the conclusion of a paid contract with the Rightholder is determined at the sole discretion of the Rightholder and may change from time to time.

3.4. When using the Mobile Application and / or the Service provided on its basis, the User undertakes to provide reliable and complete information about himself on issues proposed in the form of registration and / or authorization in the Service, as well as when making an Offer or concluding a Transaction using its software, and, if necessary, to keep this information up-to-date condition. If the User provides incorrect information or the Copyright Holder has reason to believe that the information provided by the User is incomplete or unreliable, the

Copyright Holder has the right, at its discretion, to block or delete the User's Personal Account, as well as to refuse the User to make an Offer, use the Service to conclude and execute a Transaction, and otherwise use the Service in full or in a certain part.

3.5. The Rightholder reserves the right at any time to require the User to confirm the data specified during registration, making an Offer or concluding a Transaction, and to request in this regard supporting documents, the failure to provide which, at the discretion of the Rightholder, may be equated to providing false information and entail the consequences provided for in clause 3.4. of the Agreement.

3.6. Technical, organizational and commercial terms of use of the Service may be brought to the attention of Users by separate placement in the Mobile Application or by notifying Users.

3.7. The Copyright Holder has the right to set limits and impose other technical restrictions on the use of the Mobile Application and/or the Service provided on its basis, which from time to time will be brought to the attention of Users in a form and method chosen by the Copyright Holder.

3.8. Using the functionality of the Application, the User can independently, by his actions, at his discretion, disclose to an indefinite circle of persons (publish in the Service) information about yourself, which may include personal data.

4. User Guarantees

By accepting the terms of this Agreement, you confirm and guarantee that:

4.1. You have all the necessary rights and powers to conclude this Agreement for the use of the Mobile Application and/or the Service provided on its basis and its execution;

4.2. The use of the Mobile Application and/or the Service provided on its basis will be carried out by you exclusively for the purposes permitted by this Agreement in compliance with its provisions, as well as the requirements of applicable law and generally accepted practice;

4.3. You will not perform any actions that conflict with or interfere with the provision of the Service or the operation of the relevant equipment, networks, or software through which the Service is provided;

4.4. Your use of the Mobile Application and/or the Service provided on its basis for specific purposes does not violate the property and/or personal non-property rights of third parties, as well as prohibitions and restrictions established by applicable law, as well as the rights of the state of your location, including without limitation copyright and related rights, trademark rights, service marks and appellations of origin of goods, industrial design rights, rights to use images of people; the Content and other data provided by you do not contain information and/or images that offend the honor, dignity and business reputation of third parties, as well as information promoting violence, pornography, drugs, racial or national enmity; and you have obtained all necessary permissions from authorized persons in connection with the use of such Content.

4.5. You will use the contact details of other Users obtained within the framework of the Service strictly in accordance with the requirements of current legislation and the Privacy Policy.

5. License to use the Content

5.1. By accepting the terms of this Agreement, you grant the Copyright Holder a simple (non-exclusive) license to use the Content that you add (post or broadcast) to the Copyright Holder's Service free of charge.

5.2. The specified simple (non-exclusive) license to use the Content is granted to the Copyright Holder simultaneously with your addition of Content to the Copyright Holder's Service for the entire duration of the exclusive rights to objects of copyright and (or) related rights forming such Content for use in all countries of the world.

5.3. Within the framework of a simple (non-exclusive) license granted to the Copyright Holder, it is allowed to use the Content in the following ways:

- to reproduce the Content, i.e. to make one or more copies of the Content in any material form, as well as their recording in the memory of an electronic device (the right to reproduce);
- distribute copies of the Content, i.e. provide access to the Content reproduced in any material form, including by network and other means, as well as by selling, renting, providing free of charge, including import for any of these purposes (the right to distribute);
- publicly display Content (right to public display);
- communicate Content in such a way that any person can have access to it interactively from any place and at any time of their choice (the right to make it publicly available);
- to modify the Content, i.e. to alter or otherwise process the Content, including the translation of Content from one language to another (the right to process);
- the right to assign all or part of the rights obtained to third parties (the right to sublicense).

5.4. In the absence of objects of copyright or related rights in the Content, under this Agreement, you provide the Copyright Holder with Content - information and other information materials – for use in any way, including the ability to record, systematize, accumulate, store, clarify (update, change), extract, use, depersonalize, block, delete, destruction of such data, transfer (distribution, provision to any third parties for their implementation of any actions) at the sole discretion of the Copyright Holder.

6. Usage Restrictions

6.1. Due to the granting of a license to use a Mobile Application and limited access to the Service free of charge, the provisions of consumer protection legislation are not applicable to the relations of the parties under such a license and services.

6.2. The Mobile Application and /or Service are provided on an "as is" basis, and therefore the User is not provided with any guarantees that: they will meet the User's requirements; be provided continuously, quickly, reliably and without errors; the results that can be obtained using them will be accurate and reliable; all errors will be corrected.

6.3. Since the Mobile Application and/or Service are at the stage of constant addition and updating of new functionality, the form and nature of the Mobile Application and/or Service may change from time to time without prior notice to the User. The Copyright Holder has the right, at its sole discretion, to terminate (temporarily or permanently) the provision or support of the Mobile Application and/or Service (or their individual parts) Users, as well as change or revoke the License without prior notice.

6.4. The User has no right to independently or with the involvement of third parties:

6.4.1. Copy (reproduce) in any form and in any way the computer programs and databases included in the Mobile Application, including any of their elements and information materials, without obtaining the prior written consent of their owner.

6.4.2. To open the technology, emulate, decompile, disassemble, decrypt, and perform other similar actions with the Mobile Application.

6.4.3. Create software products and/or services using a Mobile Application without obtaining the prior permission of the Copyright Holder.

6.4.4. Delete or modify in any way the trademarks and notices of copyright and any other rights included in the Mobile Application.

6.5. The User is strictly prohibited from using the Mobile Application and/or the Service for: posting and/or distributing counterfeit materials;

- placement and/or distribution of pornographic materials, as well as propaganda of pornography and child eroticism, and advertising of intimate services;
- dissemination of any other prohibited information, including materials, of an extremist nature, as well as aimed at infringing human rights and freedoms on the grounds of race and nationality, religion, language, and gender, inciting to commit violent acts against a person, or to inhumane treatment of animals, calling for other illegal actions, including including explaining the procedure for the manufacture and use of weapons, narcotic drugs and their precursors, etc.;
- dissemination of false information discrediting the honor dignity or business reputation of third parties;

- committing other illegal actions, including obtaining unauthorized access to confidential information, its dissemination, unauthorized access to computer information, use and distribution of malicious computer programs, violation of the rules of operation of storage systems, processing or transmission of computer information and information and telecommunication networks.

7. Responsibility

7.1. The Copyright Holder is not responsible for any direct or indirect consequences of any use or inability to use the Mobile Application (including data) and /or damage caused to the User and /or third parties as a result of any use, non-use or inability to use the Mobile Application (including data) or its individual components and/or functions, including due to possible errors or failures in the operation of the Mobile Application, even if the Copyright Holder has been notified of the possible occurrence of such losses and/or damage.

7.2. The Copyright Holder is not responsible for the accuracy, completeness, applicability or reliability of the results obtained during the use of the Mobile Application or any data and information downloaded or otherwise obtained through the use of the Mobile Application.

7.3. The User assumes, at his own risk and at his own discretion, responsibility for the information obtained in any way through the Mobile Application.

7.4. The Copyright Holder is not connected in any way with the Content provided by Users in the Service, and does not verify the content, authenticity and security of such Content or its components, as well as its compliance with the requirements of applicable law, and whether Users have the necessary amount of rights to distribute and/or use it.

All responsibility for the content of such Content and its compliance with the requirements of applicable law is borne by the person who created this Content and/or added it to the Copyright Holder's Service.

If a violation of your rights and/or interests is detected in connection with the provision of the Service, including the placement of inappropriate Content by another User, you should inform the Copyright Holder about it. To do this, you must send a written notice to the Copyright Holder confirming your rights to the disputed Content, detailing the circumstances of the violation and a hypertext link to the network address or other information that allows you to definitely identify the Content in connection with the use of which your rights and/or interests are violated.

7.5. The Copyright Holder reserves the right, at its sole discretion, to allow or prohibit the placement, edit, restrict access or delete any Content, including information about the services, reviews, complaints, User comments in the Service, as well as block access to the Service or otherwise restrict (terminate) the provision of the Service to the User.

7.6. The Copyright Holder is not a party to Transactions concluded and executed between Users using the Service. In all cases, the Copyright Holder performs the role of an

intermediary and, with the exception of this role, is not responsible for the fulfillment of its obligations by the contractor under the transaction. The Copyright Holder is not connected in any way with the services provided by Users using the Service, does not guarantee and is not responsible for their compliance with the requirements of applicable law, as well as the availability of the necessary amount of rights for the provision of services by the performers. All responsibility for the services rendered using the Service and their compliance with the requirements of applicable law is borne by the person providing the services.

7.7. The total liability of the Copyright Holder under the Agreement is in any case limited to the documented damage caused to the User in an amount not exceeding 1000 rubles, and is imposed on him if he is guilty of causing such damage.

7.8. The User undertakes to use the Mobile Application in accordance with the laws of the country in which he is located, and assumes responsibility for violating the restrictions on the use of the Mobile Application established by national legislation.

7.9. The User is responsible for any violation of the obligations established by this Agreement and (or) applicable law, as well as for all consequences of such violations (including any losses that the Copyright Holder and other third parties may incur).

7.10. In the event of any claims by third parties regarding your violation of any property and/or personal non-property rights of third parties, as well as prohibitions or restrictions established by law, the User is obliged, at the request of the Rightholder, to undergo official identification, providing the Rightholder with a notarized obligation to settle the claims on their own and at their own expense, indicating their passport data.

7.11. By using the Mobile Application, the User thereby confirms that he is the rightful owner of the Device on which the Mobile Application is installed, and is also a duly registered and legitimate user of mobile radiotelephone services or telematics services that allow transmitting data for using the Mobile Application.

7.12. The Copyright Holder reserves the right to prosecute violators of exclusive rights to the Mobile Application in accordance with civil, administrative and criminal legislation at its discretion.

8. Notifications

8.1. The User agrees to receive electronic messages from the Copyright Holder to the email address and phone number specified when working with the Service, including emails, SMS, push notifications and incoming calls (hereinafter referred to as "notifiers") about events occurring within the framework of the Service, actions using the Mobile Application, or in connection with them.

8.2. The Copyright Holder has the right to additionally use notifiers to inform the User about changes and new features of the Mobile Application and/or Service, changes to the

Agreement or the documents specified therein, as well as the transmission of advertising messages.

9. Final provisions

9.1. The processing of information provided by the User when using the Mobile Application and / or the Service about himself and /or third parties, as well as information obtained during such use in automatic mode, is carried out by the Copyright Holder in accordance with the Privacy Policy.

9.2. This Agreement, the procedure for its conclusion and execution, as well as issues not regulated by this Agreement, are governed by the current legislation of the Russian Federation.

9.3. All disputes under the Agreement or in connection with it are subject to consideration, depending on the jurisdiction, in the Butyrsky District Court of Moscow or in the Arbitration Court of Moscow in accordance with the current procedural law of the Russian Federation.

9.4. This Agreement applies to all subsequent updates/new versions of the Mobile Application. By agreeing to the installation of an update / new version of the Mobile Application, the User accepts the terms of this Agreement for the corresponding updates/new versions of the Mobile Application, unless the update / installation of a new version of the Mobile Application is accompanied by another license agreement.

9.5. This Agreement may be amended or terminated by the Copyright Holder unilaterally without prior notice to the User and without payment of any compensation in this regard.

9.6. The current version of the Agreement is available on the Website at: https://funnygram.me/docs/license_agreement.pdf . Changes to the Agreement come into force from the moment its updated version is posted at the specified network address. If there is a discrepancy in the text of the Agreement on the Website with the text included in the Mobile Application, the version of the Agreement posted on the Website takes precedence.

9.7. Details of the Copyright Holder:

Name:

IP Barabash Vladimir Valeryevich

Registration number:

TIN 773387059856, OGRN 319774600035250, OKPO 0144220903

Address: 123290, Moscow, 2nd Magistralnaya str., 10, p. 1

e-mail: office@2memory.ru ;

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The agreement was developed by the IT-Lex Law Firm