

END-USER LICENSE AGREEMENT

This End-User License Agreement (“Agreement”) outlines the basic rules and conditions for using mobile application Hodokee (“Mobile App”) and also defines the basic rights and obligations of Users of the mobile application.

This Agreement is intended for an unlimited number of individuals who are legally capable, in accordance with the laws of the Russian Federation, to enter into civil law relations on installation and use of the Mobile App under the conditions set out in the Agreement.

It is hereby assumed and the User hereby confirms that he is legally capable of using the Mobile App under the conditions established in the Agreement.

The User accepts this Agreement by performing implied (actual) actions indicating his intention, will and desire to use the Mobile App. These actions include:

- Actually using the Mobile App in any non-prohibited way;

Accepting the Agreement means that the User has read and understood all the terms of the Agreement collectively and separately, and that the User fully, unconditionally and unreservedly accept the terms and conditions contained in the Agreement.

The Mobile App can only be used subject to the terms and conditions of this Agreement. If the User does not accept the terms and conditions of this Agreement in full, the User may not use the Mobile App for any purpose. The use of the Mobile App in breach of any of the terms and conditions of this Agreement is prohibited.

The Administrator and the User are hereinafter referred to collectively as - “Parties”, and separately as “Party”.

1. TERMS USED IN THE AGREEMENT

1.1. In this Agreement, the following terms are used with the following meanings:

1.1.1. Mobile App (or Mobile Application) – mobile application “Hodokee”, which is a software designed to be used on mobile devices, such as mobile (cell) phones, tablets, etc., so that the User could receive the various features described in the text of this Agreement.

1.1.2. Administrator – a person legally authorised to own and use the Mobile App and make it available for use by Users under the conditions stipulated in this Agreement.

1.1.3. User – any individual who has reached the age of 13 (thirteen) years and who uses the Mobile App in accordance with its main intended purpose.

1.1.4. Services – are special independent sections of the Mobile App, which, when used, the User receives a complex of services united by a single purpose and goal.

1.1.5. E-mail address – special technology that facilitates the sending and receipt of e-mail messages, letters, files, documents, etc. through the Internet.

1.2. Some terms not mentioned in clause 1.1 hereof may be used herein. In such cases, the terms shall be interpreted in accordance with the text and meaning of this Agreement. Should there be no unambiguous interpretation of a term in the text of this Agreement, such term shall be interpreted first of all as defined in the Mobile App specified in clause 1.1.1. hereof, and then in accordance with the statutory provisions of the Russian Federation, and in accordance with good business practices in the relevant field of activity.

2. SUBJECT MATTER

2.1. For the purpose of this Agreement, the Administrator grants Users the right to use the Mobile App under the terms and conditions established in this Agreement, and the User undertakes to exercise the corresponding rights and obligations established by this Agreement.

2.2. The main purpose and functionality of the Mobile App and the main features provided to Users in the Mobile App are specified in Section 3 hereof, and are also determined based on the functionality of the Mobile App.

2.3. The Administrator grants Users the right to use the Mobile App under simple (non-exclusive) license terms.

2.4. Subsequent to using the Mobile App, the User gains appropriate access to Services.

2.5. The specific list of services, the scope of rights and features available to Users in the corresponding Service depend directly on the functionality of that particular Service.

2.6. The Mobile App is intended for personal use only. It cannot be used for commercial purposes. Commercial organizations may become Users only with the written consent of the Administrator. Only Users can use all content sent via the Mobile App.

3. MAIN PURPOSE AND FUNCTIONALITY OF THE MOBILE APPLICATION

3.1. The main purpose of the Mobile App is to give Users the opportunity to keep records of their activity and become physically active.

3.2. After installing the Mobile App, the User gets the opportunity to track his own physical achievements. Users can also share results and compete with other Mobile App Users.

3.3. The Parties herein have hereby agreed that the Administrator shall use User information obtained from the "Game Center" service.

3.4. The Administrator obtains information on a User's physical activity based on details of the mobile device used by that User.

3.5. The Mobile App uses the Search Service to search for other Users based on 3 (three) parameters: profession, hobbies and age.

3.6. As part of using the Mobile App, the User can look through various content, including, but not limited to photos, maps and terrain, and other similar information provided by service providers.

3.7. The Mobile App is not a medical service. Medical consultations, recommendations and prescriptions are not provided via the Mobile App.

3.8. The Mobile App may contain links to third-party sites on the Internet, as well as links to articles, photos, illustrations, graphics, music, sounds, videos, information, applications, programs and other third-party content, which are intellectual property and protected in accordance with the laws of the Russian Federation.

3.9. Any materials, data and information accessible via the Mobile App, including, but not limited to text, logo, images and sound, are provided for informational purposes only. No material available on the Mobile App is medical advice. If the User has any questions regarding his health, he needs to contact a medical institution.

3.10. Any use of information available in the Mobile App is solely at the User's own risk and responsibility. Neither other Users of the Mobile App nor the Administrator shall bear any responsibility for the results or consequences of any attempt by the User to use or accept any information accessible through the Mobile App.

3.11. The Mobile App may include information and data obtained using third-party technologies, in particular, but not limited to information from advertising service Google, information from weather service OpenWeatherMap, etc.

3.12. The Administrator disclaims responsibility for any wrong medical advice available via the Mobile App. Any information available in the Mobile App is of a general nature and does not serve as a substitute for the advice of a specialist in the area of physical culture and sports.

3.13. With respect to all content contained in the Mobile App, the User understands and accepts the following:

- Map data and photo content are provided for informational purposes only. The Administrator does not give any guarantees regarding them;

- The information contained in the Mobile App is not updated in real time. Therefore, the results may be inaccurate.

4. RIGHTS AND OBLIGATIONS

4.1. Administrator's Obligations:

4.1.1. The Administrator shall keep in strict confidentiality and take all possible measures to protect information that constitutes a commercial/trade secret, to protect confidentiality and prevent unauthorized use, disclosure, publication or dissemination of Users' information, except as stipulated by the current laws of the Russian Federation.

4.1.2. The Administrator shall ensure the safety of Users' data, and prevent unauthorized copying, unauthorized blocking, and unauthorized destruction in accordance with the laws of the Russian Federation.

4.1.3. The Administrator shall not use Services for spam purposes.

4.2. Administrator's Rights:

4.2.1. The Administrator may upgrade the functionality of the Mobile App and its constituent Services. He may carry out technical updates or changes that impact on the use and provision of the resources of the Services, resorting to restricting or discontinuing the use of Services.

4.2.2. The Administrator may make changes to this Agreement.

4.2.3. The Administrator may temporarily suspend or terminate the use of Services in the following cases:

- If the User violates the terms and conditions of this Agreement;
- If the User attempts to gain unauthorized access to the Mobile App resources and Services;
- If the User sends by email messages and/or in any other way, or places in the Mobile App, information whose dissemination is prohibited under the laws of the Russian Federation and international law, and information whose dissemination runs contrary to moral standards and infringes upon third-party rights and legitimate interests.

4.2.4. The Administrator may send information to and receive information from Users within the framework of using the Mobile App.

4.3. User's Obligations:

4.3.1. The User shall provide the Administrator with any information required by the latter to meet his obligations to the User.

4.3.2. The User shall not use Services for spam, disseminating information prohibited by the laws of the Russian Federation and international law, and information whose dissemination runs contrary to moral standards and infringes upon third-party rights and legitimate interests.

4.4. User's Rights:

4.4.1. The User may use the Mobile App for its directly intended purpose by downloading and installing it on any mobile device or tablet that supports the Mobile App. The user may install the Mobile App on an unlimited number of mobile devices and tablets.

4.4.2. The User may get the necessary and reliable information on the resources of the Mobile App and its constituent Services and on the status and mode of their functioning. The User hereby gives his consent and permission for informational or advertising messages and notifications to be sent to him. These are messages and notifications on new services, promos, contests and discounts provided by the Administrator in the Mobile App or by third-party partners and Administrator's counterparties, on joint promos, contests, programs and projects implemented by the Administrator together with his third-party partners and counterparties.

4.4.3. The User may contact the Administrator on any issues related to the use of the Mobile App and its constituent Services.

5. RESTRICTIONS

5.1. Except for use in the extent and by the methods expressly provided for in this Agreement or by the laws of the Russian Federation, the User may not change, decompile, disassemble, decrypt or perform other actions with the Mobile App object code in order to obtain information on how the algorithms used in the Mobile App were implemented, to create derivative works using the Mobile App, or to use (or to allow the use of) the Mobile App for other purposes without the Administrator's written consent.

5.2. The User may not distribute the Mobile App.

5.3. The User may not change the name of the Mobile App, change and/or delete the copyright notice or other references to the Administrator.

5.4. Under no circumstances shall the Administrator be liable to the User or to any third party for any indirect, incidental, unintentional damage, including lost profits or lost data, damage to honour, dignity or business reputation caused in connection with the use of the Mobile App, content or other materials accessed by the User or by other persons via the Mobile App.

5.5. The User is prohibited from:

5.5.1. Placing in the Mobile App any type of advertising materials, including placing services ads containing hidden advertising.

5.5.2. Distorting information about himself or his relations with other individuals or organizations.

5.5.3. Downloading, storing, publishing, distributing and providing access or otherwise using any information:

- That contains nude images;
- That violates the rights of minors;
- That represents vulgar or obscene language, contains pornographic images and texts or sexual scenes involving minors;
- That contains scenes of violence or inhuman treatment of animals;
- That contains a description of the means and methods of committing suicide and any incitement to commit suicide;
- That promotes and/or facilitates incitement to racial, religious, ethnic hatred or hostility, promotes fascism or the ideology of racial superiority;
- That contains extremist materials;
- That promotes criminal activity or contains tips, instructions or guidelines on how to commit criminal acts,
- That contains information with restricted access, including, but not limited to, state and commercial secrets, information about the private life of third parties;
- That advertises or describes the attractiveness of the use of narcotic substances, including “digital drugs” (sound files capable of changing brain wave patterns due to binaural rhythms), information on distribution of drugs, recipes on how to make them and tips on how to use them;
- That is fraudulent;
- That violates other rights and interests of individuals and legal entities or the laws of the Russian Federation.

5.5.4. Illegally uploading, storing, publishing, distributing and providing access or otherwise using the intellectual property of other Users and third parties;

5.5.5. Bulk mailing and spamming to other Mobile App Users without their consent.

5.5.6. Illegally collecting and processing the details of other persons.

5.5.7. The User is personally liable for any information that he places in the Mobile App or provides to other Users. Any interactions between the User and other Users is done at the User's own risk.

5.5.8. It is prohibited to place any kind of promotional materials in the Mobile App. Ad content will be removed from the Mobile App, and the User who posted it will be banned from using the Mobile App. Such a User may be subjected to other sanctions not prohibited by the laws of the Russian Federation.

5.5.9. For a ban to be lifted, the User will need to contact the Administrator.

5.5.10. The Administrator reserves the right to ban or delete a User in the Mobile App if such User breaks the rules specified in this Agreement.

6. LIABILITIES

6.1. Should the User fail to meet any of his obligations hereunder, other Users shall be exempt from liability for losses that may arise from such a violation.

6.2. Should the User violate the current laws of the Russian Federation in the course of meeting his obligations, he shall compensate other Users for damages through possible fines.

6.3. The parties are exempt from liability for non-performance or improper performance of their obligations hereunder if such failure resulted from force majeure events that the defaulting party could neither foresee nor prevent by reasonable measures.

6.4. A Party that fails to fulfil his obligations due to force majeure shall notify the other Parties in writing within ten days of emergence and termination of such force majeure.

6.5. Documents issued by competent authorities of the Russian Federation can serve as evidence of the presence and duration of force majeure.

6.6. The Administrator shall not be liable to the User for any losses incurred by the User due to the latter's inability to use the Mobile App.

6.7. The Administrator shall not be liable for any information posted on third-party sites that the User accesses through the Mobile App or through third-party content, including, but not limited to any opinions or statements expressed on third-party sites or content.

6.8. The Administrator does not provide any guarantees with regards to error-free and uninterrupted operation of the Mobile App or its individual components and/or functions, with regards to compliance of the Mobile App with the specific purposes and expectations of the User, and does not provide any other guarantees not expressly specified in this Agreement.

6.9. The Administrator shall not be liable for any direct or indirect consequences of any use or inability to use the Mobile App 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 App or its individual components and/or functions, due to factors such as possible errors or malfunctions in the Mobile App.

7. OTHER CONDITIONS

7.1. All disputes and disagreements arising under this Agreement shall be resolved through negotiations. After a claim has been received from a Party, the Party that received it shall within 10 (ten) days meet the requirements stated in the claim or send a reasoned refusal. If the Parties are unable to resolve a dispute via the complaint procedure within 10 (ten) days, any of the Parties may refer the case to the court at the Claimant's location for consideration. Disputes and disagreements between the Administrator and the User shall be settled in the Arbitration Court at the Administrator's location. Disputes and disagreements between Users shall be settled in the court at the Claimant's location.

7.2. Fax and/or electronic copies of documents exchanged under this Agreement have full legal force until the Parties receive the originals of these documents.

7.3. In all matters not provided for in this Agreement, the Parties shall be guided by the current laws of the Russian Federation.

8. DURATION

8.1. This Agreement comes into force on the date it is placed in the Mobile App.

8.2. This Agreement is placed for an indefinite period and becomes void once the Administrator cancels it.

8.3. Whenever amendments to the Agreement are made, such changes shall take effect from the moment of publication of the new version of the Agreement, unless a different date for entry into force of the amendments is determined further upon publication. The Administrator may unilaterally make changes to the text of the Agreement.

8.4. The User undertakes to independently monitor changes in the text of this Agreement. Here, the User is liable for any negative consequence associated with failure to meet this obligation.

8.5. If the User disagrees with the corresponding changes, he shall stop using the Services of the Mobile App and refuse the proposed resources. Continued use of Services of the Mobile App means that the User agrees to the terms of the newly amended Agreement.

8.6. This Agreement has been drafted in Russian and translated into other languages. In the event of any discrepancies between the version of the Agreement drawn up in Russian and the version of the Agreement translated into another language, the provisions of the Russian version shall prevail.