

User agreement

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

1. General provisions

1.1. In this document and the resulting or related relations of the Parties, the following terms and definitions apply:

a) **Website** - Internet sites administered by the Copyright Holder, hosted in domains at the address (including subdomains): <https://funnygram.me/> .

b) **Mobile application** – a computer program intended for installation and use on a mobile device in accordance with the terms of the License Agreement with the end user, which allows using various options of the Service.

c) **Application** – an integrated software package that includes a Website, a Mobile application and other computer programs and/or databases on the basis of which the Service is implemented.

d) **Service** – a set of functionality of the Application and the Content placed in it, access to which is provided to Users for the conclusion and execution of transactions, as well as for information and entertainment purposes.

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

f) **The User** is a fully capable individual who has joined this Agreement in his own or someone else's interest in accordance with the requirements of current legislation and this Agreement.

g) **Status** – a set of Application functionality, the choice of which is carried out by the User at his own discretion from among those proposed by the Copyright Holder.

h) **Contractor** – a User who has passed the registration procedure in the Application and has the intention to use, use or have used the functionality of the Application and/or the Service provided on its basis to search for Customers, conclude and execute Transactions (provision of Services of the Contractor) on the basis of agreed Proposals.

i) **Customer** – a User who has passed the registration procedure in the Application and has the intention to use, use or have used the functionality of the Application and/or the Service provided on its basis for the selection of Performers and Services of the Contractor, concluding Transactions and paying for them.

j) **Transaction** – an agreement on the provision of information and consulting services between the Customer and the Contractor, 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 "Safe Transaction" service.

k) **Offer** – the terms of the Contractor's Services under the Transaction, which are agreed by the Customer and the Contractor in accordance with the procedure provided for in the Public Offer on the terms of the "Secure Transaction" service, and are recorded in the Application in the chat between the Customer and the Contractor in the form of a message from the Contractor with a soft button "Accept" (or similar).

m) **Contractor's services** – information and consulting services offered by the Contractor in the Application, the provision of which is carried out as part of a video/audio connection (call, webinar) established between the Customer and the Contractor through the Application.

h) **Personal account** – a personal section of the Application to which the User gets access after registration and / or authorization in the Application. The Personal Account is intended for storing the User's contact data, viewing and managing the available functionality of the Application and/or the Service provided on its basis, as well as receiving notifications within the framework of using the Service.

o) **Account** - a set of User data stored by the Copyright Holder, which provides 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.

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.

1.3. Your use of the Application and/or the Service provided on its basis in any way and in any form within the declared functionality and purpose, including:
viewing Content using the Service;
registration and/or authorization in the Application;
placement or organization of access to Content in the Application, including the placement of hypertext links to it;
creating and sending Contracts or other messages according to the forms in the Application;
other use of the Application and/or the Service provided on its basis,
creates a contract on the terms of this Agreement and the documents specified therein binding on the Parties in accordance with the provisions of Articles 437 and 438 of the Civil Code of the Russian Federation.

1.4. By using any of the above-mentioned opportunities to use the Service, you confirm that:

a) Read the terms of this Agreement and the Mandatory Documents specified therein in full before using the Application and/or the Service provided on its basis.

b) Accept all the terms of this Agreement and the Mandatory Documents specified therein in full without any exceptions and restrictions on your part and undertake to comply with them

or stop using the Application and/or the Service provided on its basis. If you do not agree with the terms of this Agreement and the Mandatory Documents specified therein or do not have the right to conclude a contract based on them, you should immediately stop any use of the Application and/or the Service provided on its basis.

c) The Agreement (including any of its parts) and/or the Mandatory Documents specified therein may be changed by the Copyright Holder without any special notice. The new version of the Agreement and/or the Mandatory Documents specified therein shall enter into force from the moment of posting on the Copyright Holder's website or bringing to the attention of the User in another convenient form, unless otherwise provided by the new version of the Agreement and/or the documents mandatory for the Parties specified therein.

2. General terms of use of the Service

2.1. 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 information, including 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;

c) **End User License Agreement** - posted and/or available on the Internet at https://funnygram.me/docs/license_agreement.pdf mandatory terms of use of the Mobile Application.

2.2. The use of the functionality of the Application is allowed after the User passes registration and / or authorization in the Application in accordance with the rules established by the Copyright Holder.

2.3. The list of functionality, the use of which requires the provision of additional information and documentation, is determined at the sole discretion of the Copyright Holder and may change from time to time.

2.4. When using the 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 Application, as well as when making an Offer or concluding a Transaction using its software, and, if necessary, to keep this information up to date. 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.

2.5. 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 2.4. of the Agreement.

2.6. If the User's data specified in the documents provided by him does not correspond to the data specified during registration, as well as in the case when the data specified during registration does not allow identifying the User, the Copyright Holder has the right to apply the measures specified in clause 2.5. of the Agreement.

2.7. Technical, organizational and commercial terms of use of the Application and/or the Service provided on its basis may be brought to the attention of Users by separate placement in the Application or by notifying Users.

2.8. The Copyright Holder has the right to set limits and impose other technical restrictions on the use of the 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.

2.9. 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.

3. User Guarantees

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

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

3.2. The use of the 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;

3.3. 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;

3.4. Your use of the 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, trademarks services and names of places of origin of goods, rights to industrial designs, 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.

3.5. 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.

4. License to use the Content

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

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

4.3. 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 produce 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);

- to distribute copies of the Content, i.e. to provide access to the Content reproduced in any material form, including by network and other means, as well as by sale, rental, rental, provision free of charge, including import for any of these purposes (right of distribution);
- publicly display Content (right to public display);
- to 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 (right to processing);
- the right to assign all or part of the rights obtained to third parties (the right to sublicense).

4.4. 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, depersonalization, blocking, deletion, 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.

5. Restrictions

By agreeing to the terms of this Agreement, you understand and acknowledge that:

5.1. The provisions of the legislation on consumer protection are not subject to application to the relations of the Parties on the provision of the Service on a gratuitous basis.

5.2. Access to the features of the Application and the Service based on it are provided for use for informational purposes on an "as is" basis, in connection with which you are not provided with any guarantees that the Application and/or the Service provided on its basis will meet your requirements; access to the Application or Service based on it will be provided continuously, quickly, reliably and error-free; the results that can be obtained using the Service will be accurate and reliable; the quality of any product, service, information and Content obtained using the Service will meet your expectations; all errors in the Application software will be corrected.

5.3. Since the Application is at the stage of constant addition and updating of new functionality, the form and nature of the Service may change from time to time without your prior notice. The Copyright Holder has the right, at its sole discretion, to terminate (temporarily or permanently) the provision of the Service (or any individual parts of the Service) to all Users in general or to you, in particular, without your prior notice.

5.4. You do not have the right to independently or with the involvement of third parties: copy (reproduce) computer programs and databases included in the Copyright Holder's Application in any form and manner, including any of their elements and Content, without obtaining the prior written consent of their owner; open the technology, emulate, decompile, disassemble, decrypt, and perform other similar actions with the Application; create software products and/or services using the Application and/or the Service provided on its basis without obtaining the prior permission of the Copyright Holder.

5.5. The Copyright Holder is not connected in any way with the Content provided by Users in the Application, 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 Application.

5.6. 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.

5.7. Users are prohibited from using the Application and/or the Service provided on its basis 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;
 - preferential or exclusive placement of links to other sites;
 - commission of other illegal actions, including obtaining unauthorized access to confidential information, its distribution, unauthorized access to computer information, use and distribution of malicious computer programs, violation of the rules for the operation of storage, processing or transmission of computer information and information and telecommunication networks, organization of gambling, lotteries and other promotional activities in violation of current legislation.

5.8. In case of a violation of your rights and/or interests 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 with a detailed statement of the circumstances of the violation and a hypertext link to the network address of the Content in connection with the use of which your rights and/or interests are violated.

5.9. You are solely 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 loss or damage that the Copyright Holder and other third parties may suffer).

5.10. 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, you are obliged, at the request of the Copyright Holder, to undergo official identification, providing the Copyright Holder with a notarized obligation to settle the claims on your own and at your own expense, indicating your passport data.

5.11. The Copyright Holder reserves the right, at its 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.

5.12. In case of bringing the Rightholder to responsibility or imposing penalties on him in connection with violations of the rights and/or interests of third parties committed by you, as well as prohibitions or restrictions established by law, you are obliged to fully compensate the Rightholder's losses.

5.13. The Copyright Holder is eliminated from any liability in connection with the violations committed by you, as well as causing you harm or loss under the above circumstances.

5.14. Under any circumstances, the liability of the Copyright Holder is limited to 1,000 (one thousand) rubles and is imposed on him only if there is guilt in his actions.

6. Notifications

6.1. You agree to receive push notifications, informational emails, SMS, as well as incoming calls (hereinafter referred to as "notifiers") from the Copyright Holder to the email address and/or phone number specified when working with the Service, as well as through the Mobile Application about important events taking place within the framework of the Service or in connection with it.

6.2. The Copyright Holder has the right to use the notifiers within the framework of the information service to inform the User about changes and new features of the Service and /or about changes to the Agreement or the Mandatory Documents specified therein, as well as in connection with the execution of the Offer, the conclusion and execution of Transactions, or the conduct of marketing campaigns, including for advertising purposes.

7. Agreement on the use of electronic signature

7.1. Electronic documents certified by a simple electronic signature may be used in the relationship between the Copyright Holder and the User.

7.2. A simple electronic signature is an electronic signature that, through the use of the User's login and password or the User's email address or subscriber phone number specified when using the Service (the electronic signature key), confirms the fact of the formation of an electronic signature directly by the User.

7.3. By agreement of the Parties, electronic documents signed with a simple electronic signature are recognized as equivalent to paper documents signed with a handwritten signature.

7.4. The Rightholder determines the User to whom a simple electronic signature corresponds by the username and password used by the User, specified during registration / or authorization in the Application or by the subscriber phone number used by him, - in case of performing any actions to use the Service, or by the email address used by the User – in case the Rightholder receives messages from such addresses.

7.5. Any actions performed using a simple electronic signature of a certain User are considered to be committed by such a User.

7.6. The User undertakes to respect the confidentiality of the electronic signature key. In particular, the User does not have the right to transfer his login and password or provide access to his e-mail to third parties, and is fully responsible for their safety and individual use, independently choosing the method of storing them and restricting access to them.

7.7. In case of unauthorized access to the login and password, their loss or disclosure to third parties, the User is obliged to immediately notify the Copyright Holder by sending an email from the email address specified when using the Service.

7.8. In case of loss or unauthorized access to e-mail, the address of which is indicated when using the Service, the User is obliged to immediately replace such address with a new one and inform the Copyright Holder about this fact by sending an e-mail from the new e-mail address.

7.9. In case of loss of the SIM card, the User is obliged to immediately replace it with a new one and inform the Copyright Holder about this fact.

8. Other conditions

8.1. The User independently determines the conditions and procedure for using the functionality of the Application and/or the Service provided on its basis, which, however, under no circumstances can contradict this Agreement.

8.2. Applicable law. 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.

8.3. Arbitration. 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.

8.4. Changes. 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.

8.5. Revision of the Agreement. The current version of this Agreement is posted on the

Copyright Holder's Website and is available on the Internet at <https://funnygram.me/docs/agreements.pdf>

8.6. 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 User Agreement was drawn up by the IT-Lex Law Firm