

# License (User) Agreement

## for use of the ImagiON mobile application

*A mandatory condition for obtaining the right to use the ImagiON mobile application (hereinafter referred to as the "Application") is that you have carefully read and agreed to this license (user) agreement (hereinafter referred to as the "Agreement").*

*Your use of the Application in any form of interaction with it for any purpose shall constitute and certify your full, irrevocable and unconditional acceptance of all the terms of the Agreement.*

*You are prohibited from using the Application in any form of interaction with it for any purpose if you do not accept the terms and conditions set forth in the Agreement in whole or in part.*

### 1. The application

1.1. The "ImagiON" application is an application for mobile devices running Apple iOS version 14.0 and newer.

1.2. The application is created and functions for the purpose of social communication, acquaintance, organization of meetings and events of non-commercial purposes for an indefinite number of people. The application is a platform to help an indefinite number of people to achieve these goals. At the same time, the User independently generates the content that fills the application. The User is solely and entirely responsible and liable for the content posted in the Application, its compliance with the law, content, completeness, correctness and accuracy. The copyright holder shall not be liable to third parties for the content posted in the Application by the Users, but guarantees that it will take adequate measures to censor the content and protect the rights and legitimate interests of third parties.

1.3. Basic functionality of the Application:

1.3.1. Creation of "Events" (with respect to this function - "Event Creators") by registered Users - pages of the Application visible to other Users and informing them that the Event Creator offers other Users to join him at a certain time and place for joint pastime for the specified purposes: for quiet conversations and acquaintances in a tea party or "over a cup of coffee" style;

for fun meetings in "bar/club" style; for ordinary unclassified meetings. In their turn, the Users have an opportunity to add (subscribe) to the event, after which a private chat will be created for each of them and the Event Creator to discuss the Event.

1.3.2. Navigation with the use of AR (augmented reality) technology, which shows the User how to get on foot to the geographical points present in the Application (builds a route), in real time. The User is solely and entirely responsible and liable for choosing the route, following the selected route and following traffic rules while moving on the chosen route. The copyright holder does not guarantee the correctness, optimality, relevance and/or compliance of the routes with the traffic rules and is not responsible for the User's choice of the route and following it.

## **2. Copyright holder**

2.1. The exclusive right to the Application and all its components belongs to the Individual Entrepreneur Anna Igorevna Kulikova, OGNIP: 317774600449930 of September 26, 2017, TIN: 770173026495, postal address: 121059, Moscow, Berezhkovskaya nab. 64, registered in the Russian Federation in accordance with the legislation of the Russian Federation (hereinafter referred to as the "Copyright Holder").

## **3. General Provisions**

3.1. This Agreement shall establish the terms and conditions of use of the Application, the rights and obligations of the entities associated with the use of the Application, and is entered into between any person using the Application in any of the possible ways (hereinafter referred to as the "User") and the Copyright Holder.

3.2. By copying or otherwise reproducing the Application, installing it on the mobile device or using the Application in any other way, the User expresses their full and unconditional consent to all the terms and conditions of this Agreement without exception.

3.3. The use of the Application is allowed only under the terms of this Agreement. Non-acceptance by the User of the Agreement in whole or in part shall entail an immediate ban for such User to use the Application in any form and for any purpose.

3.4. Free-of-charge use of the Application under the terms of this Agreement is allowed only for personal non-commercial purposes. Using the Application in any other ways and on any terms and conditions other than those specified in the Agreement is allowed only on the basis of a separate agreement with the Copyright Holder.

3.5. By using the Application, the User also agrees that an integral part of this License is the "Privacy Policy", posted on the Internet at <https://imagination.org/docs/en.pdf>, the terms of which fully apply to the use of the Application.

The said documents (including any of its separate terms and conditions) may be changed unilaterally by the Copyright Holder without any special notice, the new edition of the documents shall come into force from the moment of their publication, unless otherwise provided for by the new editions of the documents.

3.6. The law of the Russian Federation shall be applicable to this Agreement and all relations related to the use of the Application and any claims or lawsuits arising out of this Agreement or the use of the Application shall be filed and considered in the court at the location of the Copyright Holder (contractual jurisdiction).

3.7. This Agreement may be presented in different language versions, however, in case of contradiction between the terms of the Agreement in Russian language and any other language, only the Russian language version will be legally valid. The English version of the Agreement is available at: <https://imagination.org/docs/EnAgr.pdf>

3.9. The functionality of the Application may be unavailable or limited depending on the model of the User's mobile device, on the User's region, as well as on the presence or absence of separate contracts and agreements with the User regarding such functions. Features shall be deemed inaccessible (limited) if the User cannot use them explicitly. The use of any technical or software methods to bypass these restrictions is prohibited.

3.10. The Application (including all of its parts) is provided on "as is" terms. The Copyright Holder does not give any warranties regarding the error-free and uninterrupted operation of the Application or its separate components and/or functions, the compliance of the Application to the specific goals and expectations of the User, does not guarantee the authenticity, accuracy, completeness and timeliness of the materials and data contained therein, and does not give any other warranties not expressly specified in this License.

In accordance with the abovementioned the Copyright Holder shall not be liable for losses and damages of any kind, including without limitation direct damages, loss of profit, even if they resulted from the circumstances notified by the User to the Copyright Holder, and the Copyright Holder shall not be obliged to pay compensation including, but not limited to, in cases related to:

- any inaccuracy of information in the Application, as well as interruptions and delays in the provision of services;

- infringement by any person of any intellectual property rights of third parties in connection with the use of the Application;

- any damages caused by the impact of viruses or other malicious software that may infect the User's mobile device, damage the data and other objects, if it resulted from the use of the Application or receipt of e-mails from the Copyright Holder and its related persons;

- access, use and/or disclosure of any information or messages or any materials provided by the User to the Application by unauthorized third parties;

- all warranties and obligations, to which this condition applies.

3.11. The Copyright Holder does not guarantee that the operation of the Application will be uninterrupted and error free.

## **4. License**

4.1. The Copyright Holder gratuitously, on the terms of a simple (non-exclusive) license, grants the User the non-transferable right to use the Application exclusively on the territory of the Russian Federation in the following ways:

4.1.1. To use the Application for its direct functional purpose, for which purpose to make its copying and installation (playback) on the mobile device(s) of the User, without limitation of the number of such devices (one device - one copy of the Application). When installed on each mobile device each copy of the Application shall be assigned an individual number which shall be automatically reported to the Copyright Holder.

4.1.2. Reproduce and distribute the Application for non-commercial purposes (free of charge).

## **5. Restrictions and prohibitions**

5.1. Unless used in the amount and manner expressly provided for by this Agreement or the RF legislation, the User shall not modify, decompile, disassemble, decrypt or perform any other actions with the object code of the Application, aimed at obtaining information regarding the implementation of the algorithms used in the Application, create derivative works using the Application and its components, as well as perform (consent to perform) any other use of the Application, any components of the Application, or its components.

5.2. The User shall not be entitled to reproduce and distribute the Application for commercial purposes (whether or not the User or its affiliates shall charge any fee), including within the collections of software products, without the prior written consent of the Copyright Holder or a separate agreement with the Copyright Holder.

5.3. the User may not distribute the Application in any form other than that in which they received it, without the prior written consent of the Copyright Holder or a separate agreement signed with the Copyright Holder.

5.4. The Application shall be used (including its distribution) under the names, trademarks and affiliation designations: "ImagiON", "ИмаджиОН", "Individual Entrepreneur Kulikova Anna Igorevna" (in any spelling variations). The User shall not be entitled to change and/or delete the name of the Application, copyright notice, trademarks or other indications of the Copyright Holder and (or) authors.

5.5. The Copyright Holder shall reserve the right to block/modify/delete any User content that contains links to third party resources, regardless of the purpose of such links.

## **6. Terms of Use of Certain Features of the Application**

6.1. Performance of some functions of the Application is possible only with access to the Internet. The User shall independently obtain and pay for such access on the terms and at the rates of their service provider or Internet access provider.

6.2. All the materials contained in the Application (except for the Users' content) belong to the Copyright Holder and/or its contractors, and are intended solely for personal non-commercial use by the User within the functional capabilities of the Application. Any extraction, copying, reproduction, processing, distribution of such materials, their placement in the free access (publication) on the Internet, any use of Data in mass media and/or for commercial purposes and any other use not expressly allowed by this Agreement is prohibited without the prior written permission of the Copyright Holder or a separate agreement concluded with the Copyright Holder.

6.3. The User is hereby notified and agrees that the Application may provide the Copyright Holder with impersonal data about the exact location and motion parameters of the mobile device on which the Application is installed, obtained from the GPS module/device and/or Compass module of the mobile device or with the help of mathematical methods and algorithms,

which are proprietary to the Copyright Holder and which use aggregate analysis of GPS and Compass module data.

The data obtained when using the Application can be used to personalize the functions provided by the Application, as well as to display personalized advertising offers in the Application.

6.4. All the data about using the Application, transmitted in accordance with this Agreement, shall be stored and processed in accordance with the Privacy Policy (<https://imagination.org/docs/en.pdf>).

6.5. The Application may contain links to websites and pages of third parties, information about which is specified on such websites and pages. The Copyright Holder does not guarantee the correctness and operability of the transition to such sites and pages solely by means of the Application.

6.6. The User may be offered additional paid functionality of the Application, which is an integral part of the Application (cannot be considered a separate product from the Application). By default, such functionality is limited for use by the Rights Holder for all Users, and authorized access to it may be obtained by individual User only in consequence of a separate agreement with the Rights Holder which is expressed in acceptance of the offer of the Rights Holder. The Right holder declares and guarantees that when the User makes payment for additional paid functionality of the Application, the Application does not collect personal data in the form of the User's bank data itself. Payment for the additional paid functionality shall be made only through the payment system implemented in the mobile application store "App Store" (Apple Inc.). The processing of personal data of Users in this case is the responsibility of Apple Inc.

## **7. Responsibility**

7.1. The Copyright Holder shall not be responsible for any direct or indirect consequences of any use or inability to use the Application (including all of its components) and/or damages caused to the User and/or third parties as a result of any use, inability to use or inability to use the Application in whole or its individual components and/or functions, including due to possible errors or failures in operation of the Application, unless expressly provided for by the Law.

7.2. The User hereby acknowledges and agrees that when using the Application the following technical information may be transmitted to the Title Holder in automatic mode: the type of operating system of the User's mobile device, the version and identifier of the

Application, statistics on the use of the Application functions, as well as other technical information.

7.3. All questions and complaints regarding the use/inability to use the Application, its components and functions, as well as possible violation of the law and/or the rights of third parties by the Application or Users in connection with the use of the Application shall be sent via the feedback form at <https://imagon.org/>.

## **8. Updating and modification of the Application**

8.1. The conditions of the Agreement in its current version shall apply to all versions of the Application published during the period of its validity. By agreeing to the installation of the update/new version of the Application, the User accepts the terms of this Agreement for the relevant updates/new versions of the Application, if the update/new version of the Application is not accompanied by other license (user) agreement.

8.2. The Application may include third-party software as separate components. Third-party software license agreements that are part of the Application are an integral part of this Agreement and their terms are binding on Users to the extent not inconsistent with the Agreement. Acceptance of the terms of this Agreement shall indicate the User's full and unconditional acceptance of the licenses set forth below. Third party software that is part of the Application includes:

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## **9. Modification of this Agreement**

9.1 The present Agreement may be modified by the Licensor unilaterally and without personal notice to the User. The proper way of notifying the User about the changes of the Agreement is publishing the amended Agreement on the page: <https://imagon.org/>. The said

changes of the Agreement come into force from the date of their publication, unless otherwise specifically stipulated in the text of the published amended Agreement.

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