

## License agreement

This document "License Agreement" is a proposal of IE Kondakov M.I. (hereinafter referred to as the " Copyright Holder") to conclude an agreement under the conditions set forth below.

**Before using the Mobile Application, please read the terms of this license agreement. Using the Mobile application on other conditions is not allowed.**

### 1. Terms and definitions

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

a) **License (Agreement)** - the text of this document with all annexes, changes and additions to it. It is displayed during the installing process or at the beginning of usege the Mobile application, as well as posted on the Website at: <http://tappsk.com/>

b) **User** - the person who has conclude this Agreement with the Copyright Holder in his/her or another's interest in accordance with the requirements of the current law and this Agreement.

c) **Mobile application** – the Copyright Holder's computer program intended for installation and use that allow various options of the Service.

d) **Basic version** - Mobile application version with limited functionality.

e) **Premium version** - Mobile application version, including software applications and add-ons that extend its functionality.

f) **Trial period** - the period for which Mobile Application premium version is available for free according to the License. The duration of the trial period is 14 (fourteen) days, unless otherwise specified in the Copyright Holder's fees.

g) **Website** - an automated information system available on the Internet at a network address (including subdomains):  
<http://tappsk.com/>

- h) **Service** - a set of information services and related functionality, access to which is provided to user on the basis of Mobile Application and Website according to terms of this Agreement.
- i) **Device** - a personal computer, tablet, mobile phone, communicator, smartphone or other device that allows using Mobile application for its functional purpose.
- g) **Account** - a personal section of the Service to which user gets access after registration and/or authorization. The account is intended to store personal information and access to functionality of the Service provided through the use of the Website.
- k) **Content** - any symbols and information, including text, graphic, audiovisual and other materials that user uploads to the Service and which he/she gets after access to the Service.

1.2. In this Agreement may be used other terms and definitions that are not specified in Clause 1.1. of the Agreement. In this case, the interpretation of such terms should be according text of the Agreement. In case of absence of an unambiguous interpretation of the term or definition, the term should be guided by its interpretation, determined: first, by the documents specified in it, second, by the law of the Russian Federation, third, by the customs of business and scientific doctrine.

## 2. License

2.1. From the moment of the conclusion of this Agreement, the Copyright Holder grants user the right to use the Mobile Application in the appropriate version on the terms of a simple (non-exclusive) license in the territory of all countries of the world for a specified period.  
The following actions confirm the familiarization and full unconditional acceptance by user of the conditions set forth in this document and conclude an agreement between user and the

Copyright Holder on the above conditions according to the provisions of Clause 437 and Clause 438 of the Civil Code of the Russian Federation.

## 2.2. License for Basic version:

2.2.1. In order to conclude this Agreement with respect to the Basic Version, user must complete the following actions:

- Installation and launch the Basic version on the Device;

2.2.2. The user has the right to use the Basic version according to the conditions of this Agreement in the following ways:

- a) Installation of the Basic version on the Device;
- b) Launch and use of the Basic Version according its functionality.

2.2.3. The license validity period for the Basic version is not limited.

2.2.4. The license for the Basic version is free.

## 2.3. License for Premium version.

2.3.1. The Premium version license is provided to user basing on user's order sent via the Mobile Application and is a separate license agreement under the terms of this Agreement.

2.3.2. As part of the license for the Premium version, the Copyright Holder provides user with the opportunity to:

2.3.2.1 Download, install and launch software applications to the Basic version or activate additional commands and codes for updating the Basic version to Premium version on user's Device;

2.3.2.2. Use the additional functionality of Premium version in accordance with their description.

2.3.2.3. Register in the Service and get access to the

functionality of the Service using the Website.

2.3.3. The license for Premium version is initially granted for the free Trial Period, without paying a license fee.

2.3.4. Upon expiration of the Premium version license (including free Trial Period) the Agreement may be renewed for a new term, subject to payment of the license fee according to the Copyright Holder 's tariffs. The Agreement is renewed under the conditions stipulated by the current version of the Agreement at the date of payment of the license fee. The number of renewals of the license for Premium version under the Agreement is not limited.

2.3.5. Except for the Trial period, the license validity period for Premium version is determined according to the terms of the Copyright Holder 's tariff as of the date the license fee is paid.

2.3.6. The user is deemed to have expressed the will to renew the Agreement to the Extended version provided for in Clause 2.3.4. of this Agreements in cases where:

- The user directly debit funds to Copyright Holder according payment of license remuneration; or
- The consent of user to direct debiting of funds in payment of license remuneration is a prerequisite for placing an order for a license for the Extended version and user has not withdrawn such consent at the time of the expiration of the license;

In these cases, the Agreement is renewed upon expiration of the license for Premium Version (including the free Trial period), from the moment of direct debiting of funds to Copyright Holder according payment of license remuneration.

2.3.7. License fees are paid using the payment methods and payment service operators specified when purchasing a license.

2.3.8. By specifying the identification data of Mobile Application instance (including the Account data) when making a payment, the payer confirms that he/she is a user of this

Mobile Application (or user who registered the corresponding Account), or acts on its behalf and in its interests.

2.3.9. Accounting for the license fee is made on the basis of data provided by the payment service operator acting under an agreement with Copyright.

2.4. The rights and methods of using Mobile Application, which are not explicitly granted / not authorized by user under this Agreement, are deemed not granted / prohibited by the Copyright Holder.

### **3. Limitations of use**

3.1. The user is not entitled without obtaining prior permission of the Copyright Holder on his/her own or with the involvement of third parties:

3.1.1. Copy (reproduce) in any form and way, the computer programs and databases that are part of Mobile application and Website, including any of their elements and informational materials, without obtaining the prior written consent of their owner.

3.1.2. Reveal technology, emulate, decompile, disassemble, decrypt, and perform other similar actions with Mobile application and the Website.

3.1.3. Create software products and / or services using Mobile application or the Website.

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

3.2. The Copyright Holder has the right to set limits on the volume and composition of information materials posted by user as well as to introduce other technical restrictions on the use of Mobile Application and / or the Service, which from time to time will be communicated to the Users in the form and method chosen by the Copyright Holder.

3.3. The list of information services available within the Service and related functionality, including those provided solely on the basis of the Premium version or subject to registration /

authorization, is determined at the sole discretion of the Copyright Holder and may change from time to time.

#### **4. Responsibility under the License**

- 4.1. Due to the granting of a license to use the Basic version on a free of charge basis, the provisions of consumer protection laws are not applicable to the relations of the parties under such a license.
- 4.2. The mobile application and / or the Service are provided on an “as it is” basis, in connection with which user is not given any guarantees that: they will meet the requirements of user; be provided continuously, quickly, reliably and without errors; the results that can be obtained with their use will be accurate and reliable; all errors will be corrected.
- 4.3. Since Mobile application and / or the Service is at the stage of constant addition and updating of new functionality, the form and nature of Mobile application and / or Service may change from time to time without prior notice to the User. The Copyright Holder may at its own discretion, terminate (temporarily or permanently) the provision or support of Mobile Application and / or the Service (or their individual parts) to users, as well as modify or revoke the License without prior notice.
- 4.4. The user is responsible for any violation of the obligations established by this Agreement and (or) the applicable law, as well as for all the consequences of such violations (including any damages that may be suffered by Copyright Holder and other third parties).
- 4.5. The Copyright Holder is in no way affiliated 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 the applicable law, and whether users have the necessary scope of rights to distribute and / or use it.
- 4.6. All responsibility for the content of such Content and its compliance with the requirements of the applicable law is borne by the person who created this Content and / or added it to the Copyright Holder's Service.

- 4.7. In the event of any claims by third parties regarding the violation by user of any property and / or personal non-property rights of third parties, as well as prohibitions or restrictions set forth by law, this user is obliged to undergo official identification at the request of the Copyright Holder, giving the Copyright Holder a notarized obligation to settle the claims by their by and at their own expense with an indication of their passport data.
- 4.8. In connection with the statutory responsibility for placing and providing access to illegal Content, the Copyright Holder reserves the right to remove any Content from the Service or restrict access to it unilaterally until you receive the above written commitment.
- 4.9. In case of bringing the Copyright Holder to responsibility or imposing a penalty on it in connection with violations of the rights and / or interests of third parties made by user, as well as prohibitions or restrictions established by the legislation, such user is obliged to fully compensate for the losses of the Copyright Holder.
- 4.10. The Copyright Holder is removed from any liability in connection with the violations committed by user, as well as causing you harm or loss under the above circumstances.
- 4.11. The aggregate liability of the Copyright Holder under the Agreement in any case is limited to the damage caused to user by documentary evidence for an amount not exceeding 1,000 rubles, and is imposed on him if he is guilty of causing such damage.

## **5. Notifications**

- 5.1. The User agrees to receive from the Copyright Holder through Mobile Application informational electronic messages (hereinafter referred to as “notifiers”) about important events occurring within the Service or in connection with it.
- 5.2. The Copyright Holder has the right to use notifiers to inform user about changes and new features of Mobile Application and / or Service, changes to the Agreement, as well as distribution of promotional and informational messages.

## 6. Final provisions

- 6.1. Processing information provided by user when using Mobile application and / or the Service about itself and / or third parties, as well as information obtained during such use in automatic mode, is performed by the Copyright Holder in accordance with the Privacy Policy posted or available at <http://tapps.com/license.pdf>
- 6.2. This Agreement, the procedure for its conclusion and execution, as well as issues not regulated by this Agreement are governed by the current law of the Russian Federation.
- 6.3. All disputes under the Agreement or in connection with it are subject to consideration in court at the location of the Copyright Holder in accordance with the procedural law of the Russian Federation.
- 6.4. This Agreement may be amended or terminated by the Copyright Holder unilaterally without prior notice to user and without paying any compensation in this regard.
- 6.5. Requisites of the Copyright Holder:

Full name: IP Kondakov Matvey Igorevich

Legal address: 656031, Altai Territory, Barnaul, ul. Molodezhnaya, d.62B apt.16

Phone: +7 (962) 799-88-55

OGRN: 313222516100022

INN / KPP: 222104299242

Bank details: Current Account: 40802810723160000745

Bank Name: "NOVOSIBIRSK" BRANCH JSC "ALFA-BANK"

Correspondent account: 30101810600000000774

BIC of the Bank: 045004774

Date by 10th of August, 2018