

**Welcome to NUTSon.**

## **User Agreement (is a Public Offer)**

### **1. General Terms and Conditions**

1.1. Our platform is a set of APIs, SDKs, tools, plugins, software code, technologies, content and services (hereinafter the “Platform”). The Platform is supported in Russia by Nutson Rus LLC, which is responsible for the provision of the Platform, its correct operation, interaction with users and processing of personal data,

NUTSON EU LIMITED, registration number HE 426747, registered office address: Theseos, Egkomi, 2411, Nicosia, Cyprus may control, be responsible, among other things, for interacting with payment systems, assisting in transactions, as well as performing administrative and financial control functions, and hereinafter “Nutson” or “we”.

Under this User Agreement, we shall provide you with access to the Platform, and you shall use it in strict compliance with the terms and conditions of the User Agreement described below.

1.2. You are reading the User Agreement (hereinafter the “Agreement”) that shall govern the relations between you and us and set out the terms and conditions upon which you may access and use the Platform, our websites, services, applications, products and content (hereinafter jointly the “Services”). For the purposes of this Agreement, the words “you”, “your” and the “User” shall mean you as a user of the services.

If you access or use the services on behalf of an enterprise or an entity, (a) “you” and “your” shall mean a legal entity or an entity, (b) you warrant that you are an authorized representative of the enterprise or a person authorized by that legal entity to accept this Agreement and to consent to these terms and conditions on its behalf, and (c) your business or entity is legally and financially liable for accessing or using our services and for accessing or using your account by any other persons related to your entity, including employees, agents or contractors.

1.3. This Agreement as well as the [Guidelines on Combating Breaches](#), [Guidelines of the Community](#), [Procedure for the Handling of Complaints](#), [Procedure on Conducting Challenge](#) (hereinafter jointly the “Terms and Conditions of Use”), [Challenge Rules](#) that are an integral part of this Agreement as well as the [Privacy Policy](#) shall be legally binding contracts between you and us. Please take a moment to read them carefully.

After filling in the required fields and reading this Agreement, you should accept this Agreement by clicking the “Sign Up” or a similar button which shall be the acceptance of our offer and the entry into the contract that shall entail your obligation to comply with the terms of the Agreement within the meaning of Articles 437 and 438 of the Civil Code of the Russian Federation.

Actual use of the Platform without signing up an account, in the form and to the extent available without signing up, shall be an acceptance of this Agreement as well.

By accessing the Platform and using the Services, you acknowledge that you have read and agree with the [Privacy Policy](#).

By organizing or participating in the Challenge, you confirm that you will comply with the [Challenge Rules](#).

When transferring funds using the Platform, you agree with the offer of the Connected Bank.

1.4. By signing up for the Platform, you acknowledge that you are of the eligible age for signing up in accordance with the applicable laws and/or have obtained all necessary consents (for example, of your parents) in all respects in accordance with the applicable laws, among other things, for the purposes of compliance with data protection laws. Otherwise, signing up for the Platform and its use are prohibited.

1.5. This Agreement, the Terms and Conditions of Use, [Privacy Policy](#), [Challenge Rules](#) and any other applicable agreements and terms and conditions incorporated in this Agreement by way of reference can be found on the Platform directly or in the respective app store of your mobile device where the Platform is available for downloading. You may print or save local copies of the Agreement and the Terms and Conditions of Use, [Privacy Policy](#), [Challenge Rules](#) and the offer of the Connected Bank.

1.6. If you fail to comply with this Agreement, the Terms and Conditions of Use, or any other applicable terms and conditions, we may suspend or terminate your account as described below.

1.7. For your convenience, we have compiled as the [Glossary](#) all terms used in the Agreement and annexes to it.

1.8. From time to time, we make amendments to this Agreement and the Terms and Conditions of Use, the [Privacy Policy](#) and any other legally binding documents, for example, when we update and expand the functionality of our Services and/or the application/Platform or when there is a change in the legislation. We will use reasonable efforts to notify all Users of any material changes to this Agreement and other documents within a reasonable timeframe, for example, by means of a notice on our Platform or by e-mail. However, you should regularly review the terms and conditions in order to check for such changes.

Your continued access to or use of the Services after the date of the new terms and conditions shall constitute your acceptance of them. If you do not agree to a new version of the Agreement or other terms and conditions or rules, you must stop using our Services/Platform.

## **2. Terms and Conditions of Use**

### **2.1. Your Account**

#### **2.1.1. Signing up an Account**

2.1.1.1. In order to access or use some of our services, you shall create an account (profile). When creating this account, you should provide accurate and up-to-date information. It is important that you timely update your data and any other information you provide to us to keep it up-to-date and complete.

2.1.1.2. You will need to provide your mobile phone number, where the authorization code will be sent. You will need to provide your surname, first name and username on the Platform. You hereby agree to sending SMS messages to your specified mobile phone number that contain an authorization code for the purpose of confirming the number and your subsequent logging in your account in accordance with the Federal Law On Communications No. 126-FZ dated July 07, 2003.

2.1.1.3. The Platform registration form may request additional User information.

2.1.1.3.1. You agree that you shall be solely liable for any actions that are taken under your account. We shall not be liable if your account is hacked and your rights are violated. All actions

taken by the User via User's personal phone shall be deemed to be taken by the User. However, do not hesitate to contact our support team for help at support@nutson.info.

2.1.1.4. After signing up your account, you shall have the right to fill in your account (fill in your profile) and other elements of the Platform with the Content, to add videos and other materials in accordance with the provided functionality and to use other functions that are provided by Nutson when the Platform is used, provided that this Agreement and other applicable terms and conditions or rules are complied with. By filling in the Profile, the User is aware and hereby confirms that it makes the following information available to other Users of the Platform (including unauthorized ones):

- User's name (nickname) displayed on the Platform;
- Additional information on them, which composition them shall determine independently;
- Information on the geographical location of shooting the Content.

2.1.1.4.1. You shall independently determine the terms and conditions and provide access to your personal data to the general public, including by signing up and using the standard functionality of the Platform. We shall not initiate or influence your choice, disseminate your data on our own and purport to obtain your permission to disseminate your personal data.

Your credentials and other data shall be processed by us on the basis of this Agreement in order to properly perform the Agreement upon the terms and conditions and in the manner specified in the [Privacy Policy](#).

## 2.2. Platform Rules

On the Platform, you may use all functionality of the Platform that is available to you subject to your age limits.

On our Platform, it is prohibited to carry out the following actions, as well as publish content, organize and participate in Challenges, if the published materials, descriptions for them contain the following information, actions and/or inducement to action:

### 2.2.1. Impersonating another person:

The following is prohibited on the Platform:

- a. to distribute ways to register as a User on behalf of or instead of another person ("fake account");
- b. to mislead Users about their identity by using the phone or email of another registered User;
- c. to misrepresent information about yourself, your age, or your relationship with other persons or organizations;

### 2.2.2. Violence and cruelty:

On our Platform, it is prohibited to upload, store, publish, distribute, making available or otherwise using any information that:

- a. contains threats, discredits, insults, discredits the honor and dignity or business reputation of other Users or third parties, or violates their privacy;

- b. promotes incitement of racial, religious, ethnic hatred or enmity, fascism or the ideology of racial superiority;
- c. promotes hatred against an individual or group of individuals based on (including, but not limited to) gender, race or ethnicity, nationality, religion, religious beliefs or lack thereof, gender identity, sexual orientation, psychological and/or physical illness, disability, immigration status, and also contains allegations that they are physically, mentally or morally handicapped and / or calls for violence against such persons or justifies such violence (bullying);
- d. incites conflict situations, calls for violation of the Agreement, the Terms of Use and the laws of the Russian Federation and other applicable laws;
- e. contains images of violent or brutal death of people, accidents, severe mutilation of people, dismembered, maimed, charred, burned human remains, large amounts of blood, as well as images of open wounds or injuries, real scenes of physical violence, fights or torture;
- f. contains scenes of sexual abuse of animals (bestiality), slaughter or other images of unnatural death of animals, images of dismembered, mutilated, charred or burned remains of animals, as well as any scenes of inhuman, cruel treatment of animals;
- g. contains shock content aimed at evoking negative emotions (dislike, fear, horror, disgust, shock) among users, as well as images of the consequences of traffic accidents, natural disasters, catastrophes, wars, terrorist acts.

### **2.2.3. Potentially dangerous activities**

The following is prohibited on the Platform:

- a. to post, upload, broadcast, promote content that demonstrates the potentially misuse of dangerous tools, vehicles or items;
- b. to publish, upload, broadcast, promote content that promotes the ingestion of substances that are not intended for ingestion or may cause serious harm;
- c. to post, upload, broadcast, promote content that promotes or contains dangerous games, challenges, or tricks that could lead to injury;
- d. to publish, upload, broadcast, encourage content that demonstrates and promotes dangerous sports without professional training (parkour, high diving, etc.), or other dangerous physical activities without professional training (roofing, digging, etc.) with violation of safety standards and the legislation of the Russian Federation.

### **2.2.4. Actions aimed at violating the rights of minors**

We approach the security of minors with great responsibility, therefore, the Platform prohibits the dissemination of information that:

- a. violates any rights of minors;
- b. is vulgar or obscene, contains pornographic images and texts or scenes of a sexual nature involving minors;
- c. is aimed at inducing or otherwise involving minors in committing unlawful acts that pose a threat to their life and (or) health or to the life and (or) health of other persons;
- d. promotes, encourages and/or distributes child sexual abuse, the exchange or sale of child abuse material, or links to other resources for the purpose of obtaining or distributing such materials;
- e. promotes, encourages and / or distributes scenes of smoking or drinking alcohol by minors;
- f. promotes, encourages, involves and/or distributes scenes of the use of illegal narcotic, psychotropic and other restricted or prohibited substances by minors.

### **2.2.5. Sex and materials with sexual content**

It is forbidden to disseminate information that:

- a. directly or indirectly depicts sexual acts, including sex with or without penetration, oral sex;
- b. promotes, distributes and/or encourages the provision of services for the organization of prostitution, involvement in prostitution;
- c. promotes, distributes and / or encourages the provision of services of an erotic nature;
- d. promotes, distributes and / or contains adult content (with explicit or implied labeling 18+), any pornography, sex video chats, sites indicating the placement of explicit photos.

#### **2.2.6. Suicide, self-harm, grievous bodily harm and eating disorders (ED):**

We care about the mental health and condition of our Users, so if you or your loved ones need any psychological support, you can call the suicide prevention hotline: 8-800-2000-122.

On our Platform, it is prohibited to disseminate information that:

- a. promotes, distributes, encourages and / or contains a description of the means and methods of suicide, any incitement to commit it or encouragement to commit it;
- b. promotes, distributes, encourages, portrays, normalizes or glorifies self-harm, eating disorders or other dangerous weight loss activities associated with eating disorders, contains instructions for self-harm or eating disorders or eating disorders;
- c. promotes, distributes, encourages, normalizes or glorifies euthanasia, self-harm, refusal to take medically prescribed medications aimed at improving the psychological state and health of a person, as well as dangerous, unproven methods of treatment

#### **2.2.7. Extremism and Unsanctioned Mass Events:**

The Platform does not allow information that:

- a. contains any extremist materials;
- b. promotes criminal activity or contains advice, instructions or guidelines for committing criminal acts, contains information of limited access, including state and commercial secrets, information about the private life of third parties, but not limited to this;
- c. contains calls for riots, extremist activities, participation in mass (public) events held in violation of the established procedure, unreliable socially significant information distributed under the guise of reliable messages, which creates a threat of harm to the life and (or) health of citizens, property, the threat of a mass violation of public order and (or) public security or the threat of interfering with the functioning or stopping the functioning of vital facilities, transport or social infrastructure, credit organizations, energy, industry or communications facilities, as well as information materials of a foreign or international non-governmental organization whose activities are recognized unwanted on the territory of the Russian Federation, and information that allows access to the specified information or materials;
- d. promotes or provides services for placing public calls for extremist activities, incitement of hatred or hostility, as well as humiliation of human dignity or encouragement of such actions;
- e. promotes or provides services for organizing an extremist community.

#### **2.2.8. Drugs and narcotic substances:**

The Platform does not allow information that:

- a. contains advertising of drugs or describes the attraction of their use, including "digital drugs" (sound files that affect the human brain through binaural beats), information about the

distribution of drugs, recipes for their manufacture and tips for using them, as well as ways, methods of development, manufacture and use of narcotic drugs, psychotropic substances and their precursors, new potentially dangerous psychoactive substances, places of their acquisition, methods and places of cultivation of drug-containing plants;

b. promotes and / or encourages the sale / distribution of narcotic drugs, psychotropic substances and their precursors, the cultivation of narcotic plants;

c. promotes the services of storage, transportation, manufacture, processing of narcotic drugs, precursors, psychotropic substances or their analogues, as well as illegal acquisition, storage, transportation of plants containing narcotic drugs or psychotropic substances, or parts thereof containing narcotic drugs or psychotropic substances.

#### **2.2.9. Weapons:**

Our Platform does not allow information that:

a. promotes services to assist in the conduct of hostilities, regardless of the occupied side of the conflict, forms of support (humanitarian aid, supply of weapons, communications equipment, medicines, etc.);

b. promotes, encourages or contains instructions for the distribution and sale of weapons and ammunition;

c. contains instructions for the development, production, testing, storage, repair and disposal of weapons and ammunition;

d. promotes and/or encourages the trade in essential parts of firearms;

e. promotes and / or encourages the trade in ammunition, including cartridges and their components such as cartridge cases and primers;

f. promotes and / or encourages any actions with military equipment, spare parts, components and devices for it, explosives, gunpowder, all types of rocket fuel, as well as special materials and special equipment for their production, special equipment for paramilitary personnel organizations and regulatory and technical products for their production and operation;

g. promotes and / or encourages any actions with chemical warfare agents, means of protection against them and regulatory and technical documentation for their production and use;

h. promotes, encourages and/or distributes services for the manufacture/modification/repair of firearms, their main parts, ammunition, explosives or explosive devices.

#### **2.2.10. Activities associated with high financial risks**

When making transfers within the Platform, use only our built-in payment system.

The Platform prohibits the dissemination of information that:

a. promotes illegal activities in organizing gambling, casinos, bookmakers, lotteries;

b. promotes, encourages the provision and receipt of loans, replenishment of accounts in payment systems in order to legalize (launder) money;

c. promotes, encourages money transfers, acceptance of payments in favor of payment systems in order to legalize (launder) money;

d. promotes forex, binary auctions, bitcoins and other cryptocurrencies;

e. promotes, encourages trade/production of counterfeit credit or payment cards and other payment instruments;

f. promotes, encourages or distributes information about financial pyramids, HYIP (High Yield Investment Program, also Hip, Hi-IP);

#### **2.2.11. Alcohol and tobacco**

It is prohibited to post information on the Platform that:

- a. contains, promotes, encourages offers for the remote retail sale of alcoholic products, and (or) alcohol-containing food products, and (or) ethyl alcohol, and (or) alcohol-containing non-food products, the retail sale of which is limited or prohibited by the legislation on state regulation of production and turnover ethyl alcohol, alcoholic and alcohol-containing products and on limiting the consumption (drinking) of alcoholic products;
- b. contains, promotes, encourages the distribution and sale of tobacco products;
- c. contains, promotes, encourages the distribution and sale of alcoholic products, ethyl alcohol.

#### **2.2.12. Medication, poisons**

Our Platform does not allow information that:

- a. promotes, encourages the sale and / or distribution of prescription medications;
- b. contains, promotes, encourages the sale and / or distribution of poisons;
- c. contains, promotes, encourages the sale and / or distribution of medicinal raw materials obtained from reindeer breeding (antlers and endocrine raw materials).

#### **2.2.13. Restricted or Prohibited Goods**

Our Platform does not allow information that:

- a. contains, promotes, encourages any actions with limited pesticides and agrochemicals
- b. contains, promotes, encourages any actions with illicit trafficking or distribution of potent or poisonous substances.

#### **2.2.14. Copyright**

- a. On our Platform it is forbidden to use any objects of intellectual property and the results of intellectual activity of third parties without the written consent of the copyright holder.

#### **2.2.15. Cheat and illegal advertising**

The following is not allowed on the Platform:

- a. increase the number of Likes, comments, subscribers using automated and / or paid systems (“cheating”);
- b. attracting Users to third-party, blocked or restricted access or containing links to blocked/restricted services, sites or registration of Users on such services, sites;
- c. advertising restricted goods or illegal services, or services and goods owned by third parties;
- d. fabrication of reviews;
- e. creation of a challenge, the condition of which is to attract users for the purpose of artificially cheating subscriptions, likes, comments for any amount of money as a win in the challenge in any currency;
- f. cheating or changing the statistics of sites, the number of subscribers in social networks, an unfair increase and cheating Likes, etc.;
- g. ordering automatic or manual distribution of invitations and messages to users of social networks, email newsletters;
- h. ads for risk-based games, betting, casinos, gambling, lotteries and other restricted or illegal gambling-related activities.

#### **2.2.16. Use of software and hardware for illegal purposes**

On our Platform it is prohibited:

- a. to use the software and carry out actions aimed at disrupting the normal functioning of the Platform, as well as emulate, decompile, disassemble, decrypt, modify and perform other similar actions with the Platform, as well as remove / replace the Copyright Holder's copyright;
- b. to promote, encourage the provision of illegal access to computer information;
- c. to promote, encourage the creation, use and distribution of malicious computer programs;
- d. to propagandize, encourage any actions with special technical means designed to secretly obtain information;
- e. to promote, encourage cardsharing

#### **2.2.17. Personal data**

We respect the right of users to privacy, therefore it is prohibited on our Platform:

- a. in any way, including by deceit, breach of trust, hacking, but not limited to, try to gain access to another User's account;
- b. to carry out illegal collection and processing of personal data of other persons;
- c. to promote, encourage the placement of information, materials that discredit the honor and dignity of a person, violation of the secrecy of correspondence, personal life;
- d. to promote, encourage hacking of third party accounts, extraction of classified information, its modification.

#### **2.2.18. Precious stones and metals**

The following is prohibited on the Platform:

- a. to promote, encourage the distribution and sale of precious, rare metals and stones, jewelry, incl. waste containing precious and rare earth metals and precious stones;
- b. distribution and sale of gold bars, investments in gold bars, any circulation of precious metals, natural precious stones or pearls, including the sale of articles made of precious metals.

#### **2.2.19. Illegal activity**

It is prohibited to distribute information on the Platform that:

- a. is fraudulent;
- b. promotes, encourages any illegal actions with museum objects and museum collections included in the Museum Fund of the Russian Federation;
- c. promotes, encourages any illegal actions with X-ray equipment, devices and equipment using radioactive substances and isotopes;
- d. propagandizes, encourages any illegal actions with spacecraft and objects of ground-based space infrastructure related to satellite navigation systems and created at the expense of the federal budget;
- e. propagandizes, encourages any illegal actions with rocket and space complexes, military communications and control systems and regulatory and technical documentation for their production and operation;
- f. promotes and encourages mediation in bribery;
- g. promotes, encourages any actions that, by their content or nature, may lead to a violation of the legislation of the Russian Federation;



- h. promotes, encourages the dissemination and sale of information constituting a commercial, tax or banking secret;
- i. promotes, encourages poaching or illegal trade in wild animals and plants;
- j. promotes, encourages potentially dangerous services that may cause deliberate harm to the health of the User and third parties;
- k. violates other rights and interests of citizens and legal entities or the requirements of the legislation of the Russian Federation.

### **3. Financing our Platform. Our Fee.**

3.1. You will not pay for the use of the Platform, however, by using the Platform, you acknowledge that we may provide you with advertisements for which companies and/or other Users who promote their products or services pay us.

3.2. We shall provide you with relevant and useful advertisements without revealing your identity to the advertisers. The advertisers inform us on their business goals and the target audience they wish to provide their advertisements to. Then we provide their advertisements to individuals who might be interested in it.

3.3. We also provide advertisers with advertising performance reports to help them understand how people interact with their Content within the Platform. We do not provide anyone with any personally identifiable information (such as your name and your e-mail address which may be used by themselves to contact or to identify you) unless you give us your special permission to do so.

#### **3.4. Challenges with Remuneration through the Platform**

3.4.1. If you arrange for or participate in any Remuneration Challenges, you should do so solely in accordance with and abiding by the [Challenge Rules](#).

The Platform shall not be a participant in the Challenge, such deals shall be closed between the Users of the Platform. The Platform makes it technically possible to arrange for a Challenge. The Platform shall charge a commission fee for making it technically possible to hold the Remuneration Challenge using the Platform in the amount of 20 percent of the Remuneration.

3.4.2. The Platform commission fee shall be paid as follows: when transferring funds to another User, the User shall send the respective order to Tinkoff Bank JSC or other connecting bank (hereinafter the “Connected Bank”) via the Platform. The User shall grant his/her unconditional consent, that is, full acceptance for withholding the cost of the Platform services when carrying out such transaction. However, the Platform shall not bear any liability for actions of the Connected Bank when fulfilling the above order, actually merely assisting the User in sending his/her order to the Connected Bank.

3.4.3. By making funds transfers via the Platform through the Connected Bank, you agree to the [Connected Bank offer](#).

### **4. Granting License Rights to the Platform**

4.1. We respect intellectual property rights and ask you to do the same. Your access to and use of the Services shall be conditional upon your consent not to use the Services for the purpose of infringing any intellectual property rights. We reserve the right to block access to the Platform/Services and/or to delete the account of any User that infringes or allegedly infringes any

copyright or other intellectual property rights, without a notice, at any time and at our sole discretion.

4.2. **Granting you License Rights to Use the Platform.** Provided that you comply with this Agreement and all other applicable terms and conditions or rules, we shall grant you a limited, non-exclusive license, without the right to sublicense (and without the right to transfer and to assign access to the Platform) to use the Platform and to integrate with it, but only to the extent permitted by this Agreement and all other applicable terms and conditions or rules. You will not sell, transfer or sublicense the rights to the Platform to any other persons. Unless this Agreement explicitly grants you a license to do so, you will not use, access, integrate, modify, translate, reverse engineer or otherwise operate the Platform or any its elements or create any derivative works.

4.3. Nutson shall carry out the day-to-day management of the Platform, determine its structure and appearance, allow or restrict your access in case the provisions of this Agreement are violated and exercise any other rights that it has. The User agrees that we shall have the right to use the functional and technical capabilities of the software (audio/video players and editors) that ensure the display of the Content posted on the Platform, at our sole discretion, including for the purpose of displaying advertisements.

4.4. As regards enabling interaction among the Users, and, specifically, enabling the Users to independently take certain actions on the Platform, Nutson shall act exclusively as the person that provides the technological capability for such interaction with the use of the Platform and shall be an information intermediary within the meaning of Article 1253.1 of the Civil Code of the Russian Federation. Any information, graphics and other materials provided by the Users shall be transferred and stored in the context of such interaction and access to them shall be provided via the Internet and the Platform software without such materials being changed or their content being affected by Nutson.

4.5. We shall have the right to:

4.5.1. At any time, change the Platform design and user interface, its content, the content of the provided functions of the Platform, modify or supplement the scripts, software and other items used or stored on the Platform, with or without notification of the User.

4.5.2. We reserve the right to temporarily or permanently disable the User's account at any time, including if you fail to comply with any of the provisions of this Agreement, the Terms and Conditions of Use or other applicable rules, terms and conditions, or if we believe that any actions taken from your account cause or may cause damage to or deteriorate the quality of the services, or may prejudice or infringe the rights of any third parties, or violate any laws or regulations, of which we will notify you within a reasonable time.

4.5.3. We reserve the right to delete or to disable access to the Content at our sole discretion for any reason at any time and without a prior notice.

4.5.4. We reserve the right to cut, crop, edit your Content or to refuse to post your Content at our sole discretion. We shall have the right to prohibit, block or delete any publication that you post on the Platform services if we believe that your publication does not comply with this Agreement, the Terms and Conditions of Use and other terms and conditions or rules, the legislation of the Russian Federation and other applicable law, causes or may cause damage to or deteriorate the quality of the services or may prejudice or infringe the rights of any third parties, at our sole discretion.

4.5.5. WE RESERVE THE RIGHT TO BLOCK YOUR ACCOUNT, AMONG OTHER THINGS, IF YOU:

4.5.5.1. Use swear words, insults in your Comments to the Content.

4.5.5.2. We receive complaints about you (rudeness, offensive behavior, inadequate communication).

4.5.5.3. You have violated this Agreement or any legally binding agreements with us.

4.6. You acknowledge and agree that we may stop granting you the license rights to the Platform described in this section at any time for or without a reason.

4.7. License Grant of Third-Party Services

4.7.1. NO RIGHTS SHALL BE LICENSED TO ANY SOUND RECORDS AND PIECES OF MUSIC CONTAINED IN THEM THAT ARE AVAILABLE THROUGH THE PLATFORM.

4.7.2. We use TrueDepth API technologies (ARKit, with automatic assessment of the actual environment of directional lighting) to create AR effects on the Platform. The only use of this information shall be to provide valuable user defined functions. No information gathered by the TrueDepth API shall ever leave the user device. We shall not transfer the information to any third parties, store or otherwise process the data that we have access to and which we use through the TrueDepth API. More information on the TrueDepth API technologies is available at <https://support.apple.com/en-us/HT208108>.

The information provided using the TrueDepth API technologies shall be stored on the device only while AR effects are being created on the Platform. When rendering an effect, the data shall not be saved and shall be deleted after the final video is created or the data shall not be used when the final video is created.

## **5. Content**

5.1. We do not claim ownership of your and/or any other audiovisual works, audio, video, musical works (hereinafter referred to as "Content"), but you grant us a license to use it. Your rights to your Content remain unaffected. Our Platform is an information intermediary and does not initiate the download of any Content, does not determine the recipient of the specified Content, and does not verify that the specified Content belongs to you. We do not change your Content, except for changes made to support the Content transfer process.

You may upload Content to our Platform, subject to the laws of the Russian Federation and the rules of the Platform. You have the right to store the Content you upload, provided you have the consent of the copyright holders of musical and audiovisual works, if these works are not created by you or you do not grant a license to use your Content to a third party. We assume that when you upload any Content, you have the right to use it. If we receive a written statement from the copyright holder about the violation of its intellectual rights in relation to the content uploaded by you, we will take the necessary and sufficient measures to stop the violation of rights in relation to the specified Content.

We do not claim ownership of your Content that you post on or through the Platform. You hereby grant us a non-exclusive, royalty-free, worldwide, transferable and sub-licensable license to store and replay your Content and create derivative works based on it.

5.2. You can delete Content individually or all at once by deleting your account (to delete some Content, you must write to the support service, and the Content will be deleted within 2 (two) weeks after the request).

In the event that you decide to revoke this license for any use of your Content, you may do so by deleting your account and no longer using the Platform. The license terminates when your Content is removed from our systems, unless otherwise provided by applicable law.

5.3. We do not carry out commercial use, and also do not receive any other profit associated with the storage and / or reproduction of your content and the creation of derivative works based on it.

If you are a composer or author of a piece of music and are affiliated with a copyright enforcement organization, then you must notify your organization of the royalty-free license you grant us in this Agreement with respect to your User Content. You are solely responsible for ensuring that you comply with the applicable obligations of your copyright enforcement organization. You grant us the right to use your image.

You agree that Content may be used by the public on this Platform for the purpose of integrating audio with other users' videos, reworking audio, and creating new audio (sound and/or music), including, but not limited to, duets, parody clips by other users using audio and / or video works uploaded to the repository and allow such use (open license).

## **6. Service of Public Messages**

6.1. The Service of Public Messages shall mean that the User may post messages on the Platform pages that may be viewed by all Users who visit the respective page of the Platform.

In addition to the general rules, it shall be prohibited to post public messages that:

- Contain advertising information, spam, pyramid schemes, chain letters (MESSAGE OF RELIGIOUS AND MYSTICAL CONTENT WITH A CALL TO DISTRIBUTE COPIES OF SUCH MESSAGE);

- Are unlawful, harmful, threatening, injuring morality, defamatory, violating copyright, propagating hatred and/or race, ethnic, sex, social discrimination;

- Contain links to Internet sites owned by the Users or any third parties;

- Violate the rights of any third parties;

- Comment on the Remuneration;

- Are not relevant to the Challenge.

6.2. The Administration shall have the right to delete a public message that complies with or violates the Agreement at any time and to take any other actions or inaction at its sole discretion.

## **7. Platform Arbitration**

In the event that any disputes regarding the Challenge Rules arise among the Users under the Agreement, they shall be resolved by the Administration. The Users agree that the Administration shall have the right to take any necessary steps by results of considering a disputable situation. The Administration decision shall be final and not subject to appeal.

## **8. Warranties and Liability**

### **8.1. Your Warranties and Liability**

8.1.1. You warrant that you have all powers and capacity required to enter into this Agreement and other rules, terms and conditions and shall be liable for assessing the accuracy, completeness and fitness of all opinions, estimates, services and other information, quality and functions of the goods provided through the Platform.

8.1.2. You may not transfer your rights or obligations under this Agreement without our consent.

8.1.3. You shall be personally liable for any Content or other information that you post on the Platform or otherwise communicate to the general public on or through the Platform. You undertake to independently settle claims of any third parties that are related to inappropriate posting of the Content and information on the Platform.

8.1.4. To the extent permitted by law, in case of any dispute that results from your use of our Services between you and any third parties, for example, including, but not limited to, any communications provider, copyright holder or other Users, that arises directly between you and such third parties, you shall irrevocably hold harmless and indemnify us and our partners against any complaints, claims and damages (actual and subsequent) of any kind and nature, whether or not known, arising in any way and related to such disputes.

### **8.2. Nutson Warranties and Liability**

8.2.1. We shall have the right to assign our rights and obligations to other persons. For example, this may occur in the event of a change of ownership (due to merger, acquisition or sale of assets) or by virtue of law.

8.2.2. The Platform shall be provided "as is", we make no warranties that:

- The Platform will operate continuously and will be free from technical errors;
- The Platform will meet all your expectations or requirements.

8.2.3. We shall not control any statements and actions of people and other persons and shall not be liable for their (or your) actions and conduct (on and off the Internet) or the Content (including unlawful or objectionable one). Furthermore, we shall not be liable for the services and functions offered by other people or companies, even if you access them through our Platform.

8.2.4. We shall not participate in generating the content of your account and the Content, shall not control your actions or censor information in the open sections of the Platform or in your account. Due to the specific features of the Platform functioning, we shall not moderate the information and Content you post and are not responsible for their content, but we do have certain pre-filtering algorithms that do not allow you to publish content on the Platform that is expressly prohibited by the Platform's rules.

8.2.5. We shall not bear any liability for any content presented and posted by the Users and/or authorized third parties.

8.2.6. In the event of troubles with our Platform, we are unable to forecast all of their implications. You agree that we will not be liable for any lost profits or income, lost information or data or for any indirect, punitive or incidental damages arising out of or in connection with this Agreement, even if we were aware that such damages could be incurred. This provision shall apply as well to

our deletion of your Content, information or account, loss of business, goodwill or business opportunities or business interruption. Any other losses will be limited to the amount you paid to Nutson during the past 12 months.

## 9. Special Conditions

9.1. **Nutson Logo.** The User has been notified of and agrees that when images and videos are posted, each of such images or videos may be provided with the Nutson logo that is due to the Platform functionality.

9.2. **Applicable Law and Jurisdiction.** This Agreement, its subject matter and content shall be governed by the legislation of the Russian Federation. All disputes between the parties to this Agreement shall be resolved through correspondence and negotiations in the course of compulsory pre-court dispute settlement procedure (pre-action protocols). If the parties cannot reach an agreement through negotiations within sixty (60) days from the date the other party receives a written claim, any party concerned shall refer the dispute to the court of general jurisdiction at the location of Nutson (the jurisdiction over the case of any other courts shall be ruled out), unless otherwise is expressly provided for by applicable law.

9.3. **Entire Agreement.** This Agreement (including all rules, terms and conditions) shall constitute the entire legal agreement between you and Nutson, govern your use of the Services and supersede in full any prior agreements between you and Nutson in relation to our Services.

9.4. **Age Limit.** The Services shall be provided solely to persons aged 13 and over. To join the Remuneration Challenge, you must have full capacity in your country of registration, but you must be at least 18 years old. By using the services, you confirm that you are over the respective age specified in this Agreement. If we become aware that someone under the respective age specified above uses the Services, we will terminate that User's account.

9.5. **Waiver.** Our failure to enforce any provision of this Agreement shall not be construed as a waiver of such provision or right.

9.6. **Safety.** We do not warrant that our Services will be safe or free from any bugs or viruses. You shall be liable for configuring your information systems, computer programs and the Platform to access our Services. You must use your own anti-virus software.

9.7. **Partial Invalidity.** If a court having jurisdiction to rule on this matter determines that any provision of this Agreement is invalid, such provision will be deleted from the Agreement without affecting the remaining part of this Agreement and other provisions will remain valid and enforceable.

9.8. Communication

Any notices may be sent by one party to the other party:

- By e-mail to the e-mail address of the User specified by him/her when signing up or to the e-mail address of Nutson [support@nutson.info](mailto:support@nutson.info);
- In the form of a message to the User's mobile phone number or via messengers: by the User's phone number specified by them when signing up;
- To the Notifications section of the User's personal profile on the Platform.

## 10. Additional Terms and Conditions—App Stores

To the extent permitted by applicable law, the following additional terms and conditions shall apply when accessing the Platform through certain devices.

**10.1. Apple Products Note.** By downloading our Platform to devices manufactured by Apple, Inc. (hereinafter “Apple”) or from the Apple AppStore, you acknowledge and agree that:

- This Agreement shall be valid between Nutson and you; Apple shall not be a party to this Agreement;
- License granted to you under this Agreement shall be limited to your personal, limited, non-exclusive, non-transferable right to install the Platform on Apple devices that you own or control for your personal, non-commercial use in accordance with the Terms and Conditions of Use set out in the terms and conditions of Apple AppStore services;
- Apple shall not be liable for the Platform or its content and is not obliged to provide any services for maintaining or supporting the Platform;
- To the fullest extent permitted by applicable law, Apple will have no other warranty obligations with respect to the Platform;
- Apple shall not be liable for any claims of yours or of any third parties that relate to the Platform, your possession or use of the Platform, including, without limitation, (a) claims related to the product quality; (b) any claims to the effect that the Platform does not comply with all applicable laws and regulatory requirements; and (c) claims arising from consumer rights protection or from applying similar legislation;
- If any third party alleges that the Platform or your possession and use of the Platform infringes such third party’s intellectual property rights, Apple shall not be liable for investigating, defending, settling, or rejecting such intellectual property infringement claim.

**10.2. Google Play App Store.** By downloading the Platform from the Google Play App Store operated by Google, Inc. or one of its affiliates (hereinafter “Google”), you acknowledge and agree that:

- In the event of a conflict between (a) the Google Play User Agreement, the Google Play Business and Program Policy or any other agreements that Google determines by default as the end-user license of the Google Play App Store (jointly referred to as the “Google Play Agreements”), and (b) other terms and provisions of this Agreement, the Google Play Agreements will apply to the use of the Platform that you downloaded from Google Play; and
- Google shall not assume any liability or obligations whatsoever arising out of Nutson’s or your (or any other User’s) compliance or failure to comply with this Agreement or the Google Play Agreements.

## **11. Account deletion initiated by the User**

11. 1. The User may at any time initiate the deletion of his account in the absence of active Challenges.

11.2. If the User changes his mind and wants to restore the account, he can send a request for restoration in the User's profile within 30 calendar days after deletion. After 30 days, the User's account is deleted without the possibility of recovery.

## **Appendix No. 1 to the User Agreement**

### **Glossary**

Each term defined in this Glossary shall have the same meaning regardless of where it is used in the Agreement or its appendixes. In this case, the words in the singular shall include the plural, and vice versa.

1. Administration shall mean employees of the Company and persons duly authorized by the Company to control the Platform and to provide the Company's Services to Visitors and Users during their use of the Platform.
2. Arbitration shall mean consideration of a dispute and/or complaints by the Platform Administration and making a decision binding upon the parties.
3. Agreement shall mean the User Agreement for the provision of the Platform.
4. Challenge Video Confirmation shall mean the video posted by a Challenge participant to confirm his/her participation in the Challenge and accidentally sounded Likes and Voices as part of the Challenge.
5. Challenge Duration shall mean the time determined by the Challenge Organizer to hold the Challenge.
6. Challenge Participant shall mean the User who has posted a Video Confirmation for participation in the Challenge in accordance with the Challenge Rules.
7. Challenge shall mean a call for organizational or other actions of the Challenge Organizer to an unlimited range of other users. In order to participate in the Challenge, you should fulfill the Challenge Task recorded on video and post the Video Confirmation on the Platform in accordance with the Challenge Rules.
8. Challenge Task shall mean a condition of fulfilling the Challenge that is determined by the Challenge Organizer in accordance with the Challenge Rules and intended for the authorized Users.
9. Challenge Final - the second stage of the Challenge, in which the winner of the Challenge is selected based on the Voices received.
10. Challenge Organizer shall mean the user who has created a Challenge in order to organize the taking of certain actions by other Users in order to implement which the Challenge Organizer may affect funding in accordance with the Challenge Rules.
11. Challenge Requirements - are the rules necessary for the Challenge Organizer to fulfill. Challenge Requirements aimed at revealing the creativity, skills and abilities of the Challenge Participants in various areas that are not prohibited by the legislation of the Russian Federation and the Rules of the Platform.
12. Challenge Selection - the first stage of the Challenge, in which Users upload Challenge Video Confirmation to participate in the Challenge.
13. Challenge Winner shall mean the user who has been awarded a Challenge win in accordance with the Challenges Rules.



14. Challenge Conditions shall mean a description of the requirements necessary for Challenge Participant to fulfill the Challenge.
15. Connected Bank shall mean Tinkoff Bank JSC.
16. Comment shall mean a subjective opinion of a User on videos posted on the Platform by other Users.
17. Company shall mean Nutson Rus Limited Liability Company (OGRN 1217700161491).
18. Content shall mean design elements, illustrations, graphics, photographs, scripts, texts, videos, music, sounds and other items posted on the Platform that are, among other things, intellectual deliverables, the rights to use which may be held by the User or any other persons.
19. Involvement Index shall mean the Platform comprehensive rating that is determined by assessing the proportion of Users' targeted actions equivalent to one post, period of time and/or User.
20. Like shall mean a conditional expression of the User's approval of the Content with the use of technical aids of the Platform.
21. Mobile Application shall mean a hardware and software package based on iOS or Android.
22. Offer shall mean the Challenge Organizer's proposal to enter into an agreement made to the Challenge Participant.
23. Personal Law shall mean the personal law of an individual. The personal law of the individual shall be regarded as the law of the country which citizen that person is. If a person has the citizenship of the Russian Federation and a foreign citizenship, his/her personal law shall be Russian law. If a foreign citizen has a place of residence in the Russian Federation, his/her personal law shall be Russian law. If a person has the citizenship of several foreign states, the personal law shall be deemed the law of the country where such person has a place of residence. The personal law of a stateless person shall be deemed the law of the country where such person has a place of residence. The personal law of a refugee shall be deemed the law of the country that has granted him/her a shelter.
24. Place of the announcement of the Challenge - a section of the application, which contains the Challenges created by users.
25. Platform shall mean a set of computer programs, databases that ensure the functioning of the Nutson mobile application and a set of the Services provided to the Users when using the mobile application and the Company's site. It shall include the Nutson Mobile Application, including the Nutson website.
26. Profile shall mean information on the User posted at the discretion of the User.
27. The Recommendation Feed is a selection of personalized content based on specific User preferences.
28. Remuneration shall mean an amount of funds determined by the Challenge Organizer when creating the Challenge in accordance with the Challenge Rules. The Remuneration shall be a gratuity (non-cash funds) and shall not include any other (non-monetary) forms of consideration (other property in kind, including property rights). The Remuneration shall be in the currency of the Russian Federation (Russian rubles).

29. User shall mean an individual who is of the age of 13 or of any other age that is allowed by the law applicable to the User for the acceptance of the Agreement or other legally binding documents and who has signed up for the Platform in accordance with the established procedure; a legal entity that installs and uses the Platform on its own behalf for entrepreneurial or other commercial purposes through its authorized representatives.

30. Voice - NUTS-voice, an expression of approval put down by the user in the Recommendation Feed for Challenge Video Confirmation in the Challenge Final.

31. Visitor shall mean an individual who is of the age of 13 or any other age that is allowed by the law applicable to the User or the Visitor for the acceptance of the Agreement or other legally binding documents and who uses the Platform, or a legal representative of a legal entity.

32. Winner Selection shall mean automatic determination of the Challenge Winner in accordance with the Challenge Rules.

## **Appendix No. 2 to the User Agreement**

### **Challenge Rules**

#### **1. General**

1.1. These Challenge Rules (hereinafter the “Rules”) shall be a model Offer of the Challenge Organizer intended for the Challenge Participants. The Offer shall be accepted in the manner prescribed by this Offer. The Offer acceptance by the Challenge Participant shall be equal to entering into an agreement upon the terms and conditions set forth in this Offer. These Rules shall be a legally binding document for the Challenge Organizer, the Challenge Participants and Challenge Winner.

1.2. The Challenge announcement shall be posted as follows:

1.2.1. In the Challenge Organizer’s account on the Platform and in the search bar and other places within the Platform’s functionality.

1.3. The Challenge is not a lottery, is not risk-based and does not require any participation fee.

1.4. The Challenge shall be held with or Renumeration.

1.5. The Challenge shall be held in accordance with these Rules. To participate in the Challenge, the Challenge Participant shall be invited to take actions in the manner prescribed by the Challenge Organizer and these Rules.

1.6. Under no circumstances may the Company and Apple or Google be treated as the Challenge Organizers, influencing the Challenge results and/or the generation and allocation of the Remuneration.

1.7. Any terms and conditions of the Challenge that are not governed by these Rules and the Agreement shall be determined and posted by the Challenge Organizer at the place where the Challenge is announced.

1.8. The Challenge Organizer and the Challenge Participant warrant that they have sufficient legal status and capacity and shall have the right to accede to these Rules, including for organizing and participating in Renumeration Challenges, in accordance with applicable law and the Personal Law.

The Challenge Organizer, the Challenge Participant and the Remuneration Challenge Winner shall have full capacity in their country of registration in accordance with the Personal Law but must be at least 18 years of age.

#### **2. Challenge Duration and Cancellation**

2.1. The Challenge Organizer shall independently determine the Challenge Duration and post it at the place where the Challenge is announced. The Challenge Duration shall include Selection and Final, which shall be the same for all Challenge Participants.

2.2. After the expiry of the Selection Duration, the Voices leaving period shall begin which shall be 3 days.

2.3. The Challenge Organizer shall have the right to cancel the Challenge before the Term for Selection.

### **3. Challenge Task**

3.1. The Task shall contain a detailed description of the Challenge that is sufficient to fulfill it, the amount of the Remuneration, the Challenge Duration and any other terms and conditions at the discretion of the Challenge Organizer.

3.2. The Challenge Task must comply with the conditions of creativity, including, but not limited to, originality, a non-standard approach to fulfilling the Challenge Conditions, etc., reveal the skills, talents, abilities of both the Challenge Organizer and the Challenge Participant.

3.3. The Challenge Task or the Challenge and is not recognized as creative if the Challenge Task aimed at creating Video Confirmation using technical means of recording the screens of a phone, smartphone, computer or other devices, as well as the Condition on copying audiovisual works of the Challenge Organizer created by him on other platforms, without an element of creativity in Challenge condition. The Challenge Tasks including aforementioned provisions are not allowed.

3.4. The Platform reserves the right to recognize the Challenge Terms as original, creative, etc.

3.5. The design and the provision of the Challenge shall be effected by the Challenge Organizer using the technical aids of the Platform.

3.6. The Task shall be generated and posted by the Challenge Organizer independently at the place where the Challenge is announced.

3.7. The Challenge announcement shall automatically mean that these Rules apply to the User and he/she obtains the status of the Challenge Organizer.

3.8. The posting of the Challenge Video Confirmation by the User shall automatically mean that these Rules apply to the User, and he/she obtains the status of the Challenge Participant.

3.9. It is prohibited to post and to fulfill any Tasks that are prohibited on the Platform and specified in clause 2.2.2 of the Agreement.

3.9.1. It is forbidden to post any Tasks, the conditions of which are unfulfillable for the Challenge Participant according to the following criteria:

3.9.1.1. an unreadable description of the Challenge, only consisting of a set of letters, numbers, symbols, emoji, punctuation marks, etc.;

3.9.1.2. phrases and / or sentences that do not imply an action necessary to complete the Challenge;

3.9.1.3. lack of a description of the conditions of the Challenge;

3.9.1.4. physical or logical impossibility to fulfill the conditions of the Challenge.

### **4. The order of the Challenge and the Selection of the Challenge Winner.**

4.1. The Challenge consists of two stages: the first stage is the Selection, the second stage is the Final.

4.1.1. As part of the Selection, Users upload Challenge Video Confirmation, which must comply with the Challenge conditions.

4.1.2. To qualify for the Final, Video Confirmation must:

4.1.2.1. fully comply with the Challenge conditions;

4.1.2.2. get 6 likes from subscribers of the Challenge participant;

4.1.2.3. be of high quality (image, sound, light, editing, filming);

4.1.2.4. meet the conditions of the Challenge;

4.1.2.5. be original (if required by the conditions of the Challenge).

4.1.3. We do not miss the Challenge if the profile of the Challenge Participant does not have an avatar, their original videos. We reserve the right to evaluate the profile of the Challenge Participant and make a decision on the approval or rejection of the Challenge organized by him/her.

4.2. The Participant of the Challenge confirms participation in the Challenge by posting the Video Confirmation of the Challenge on the Platform.

4.3. The Winner is determined from the Challenge Participants. The Winner of the Challenge is whose Video Confirmation of the Challenge received the most Voices. The Winner is determined automatically.

4.4. The status of the Winner can be transferred to the next Challenge Participant in the list if the winning Participant has gained Likes or Voices, or his Video Confirmation does not meet the criteria specified in clause 4.1.1.1. and his victory in this case is recognized by us as invalid.

4.5. The Platform has the right to cancel the Challenge before determining the Winner if less than 2 participants participate in the Challenge with suitable Video Confirmation for the final.

## **5. Receiving the Remuneration**

5.1. The Remuneration shall be transferred to the Challenge Winner through the Platform, less the Platform commission fee as specified in clause 3.4 of the Agreement within three (3) business days after the end of the Challenge Duration.

5.2. The Remuneration shall be a prerequisite for the Challenge.

5.3. Remuneration Payment Procedure.

5.3.1. Organizer shall contribute the Remuneration amount as a security for his/her obligations.

5.3.2. The Platform redirects the Challenge Organizer to the Connected Bank payment page where the Challenge Organizer shall specify his/her bank card details and issue an order for the Remuneration transfer to the Connected Bank where it will be reserved until the Challenge Winner is selected and such Remuneration is paid to him/her.

5.3.3. By confirming the transfer of the Remuneration amount to the Connected Bank, the Challenge Organizer shall thereby confirm the payment of the Remuneration amount to the Challenge Winner after such Challenge Winner is selected.

5.3.4. The Challenge Organizer understands that after the Challenge Winner is selected and the Challenge Duration expires, the Platform will send to the Connected Bank the Challenge Organizer's order to transfer the Remuneration amount to the Challenge Winner within three (3)

business days after the Challenge Duration expires, and such transfer shall be deemed as accepted by the Challenge Organizer in full.

5.4. After successful debiting (reserving) of funds on the account with the Connected Bank, the Challenge shall become active and other Users may participate in it.

5.4.1. At that:

- In case of an error in debiting the funds, the Challenge Organizer shall be invited to change the payment method;
- If the Challenge is canceled as awarded by the Arbitration after the funds have been debited, the debited funds will be repaid to the Challenge Organizer;
- In case the Challenge is canceled by the Challenge Organizer, the debited funds will be repaid to the Challenge Organizer.

5.5. After the Challenge is held and the Challenge Winner is selected, the Platform will send a notice to the Challenge Winner stating that he/she has been recognized as the Challenge Winner and that he/she is required to enter his/her bank card details on the Connected Bank payment page in order to transfer the Remuneration amount.

5.6. After holding the Challenge, selecting the Challenge Winner and receiving the Challenge Winner's bank card data, the Platform shall send the Challenge Organizer's order to transfer the funds reserved earlier from the Challenge Organizer's account to the Challenge Winner's account with the Connected Bank, and the bank shall transfer the Remuneration amount from the Challenge Organizer to the Challenge Winner.

5.6.1. At that:

- In case of an error in transferring the funds to the Challenge Winner's account, he/she shall be invited to re-link his/her card credentials;
- If the Challenge is canceled as awarded by the Arbitration before the Challenge Winner is selected, the debited funds will be repaid to the Challenge Organizer;
- In case the Challenge Winner is not active for a long time (more than five (5) days) and fails to comply with clause 5.5 of these Rules, the Remuneration shall be deemed as unclaimed and will be repaid to the Challenge Organizer.

5.7. The Platform shall charge its commission fee pursuant to clause 3.4 of the Agreement.

5.8. If the Challenge Organizer is a legal entity and engages the Company as an agent to act on behalf of and at the expense of such a legal entity as the Organizer of the Challenge, settlements with the Winner are carried out by the Company independently without the participation of the Connected Bank, the Platform commission is 20%, which is withheld by the Company. Funds are transferred to the Winner within 3 (three) working days from the moment the Winner is determined and the latter submits all the necessary documents for transferring remuneration and withholding income tax for an individual.

## **6. Obligations to Pay Taxes, Levies and Other Charges**

6.1. The Challenge Organizer and the Challenge Winner shall independently pay all necessary taxes, levies and charges payable in connection with these Rules in accordance with applicable

law and independently bear the respective risks and liability in case of non-payment. The Company shall not be a tax agent under these Rules.

## **7. Copyright and Related Rights**

7.1. In the event that the Task provides for the fulfillment of the Challenge which results in the creation of an intellectual property item (an intellectual deliverable and/or a means of individualization), unless otherwise agreed upon by the parties, the copyright shall remain with the Challenge Participant and the Challenge Participant shall grant the Company a non-exclusive royalty-free license to post them on the Platform in the manner prescribed by clause 5 of the Agreement.

7.2. In other cases, any issues related to the rights to the intellectual deliverables and/or means of individualization will be governed by the current legislation of the Russian Federation.

## **8. Liability of the Parties**

8.1. The parties shall be liable for failure to fulfill or improper fulfillment of the obligations under these Rules in accordance with the current legislation of the Russian Federation (applicable law).

## **9. Amendments to the Rules**

9.1. These Rules may be amended by the Company unilaterally.

## **10. Final Provisions**

10.1. To the extent that they govern the relations between the Challenge Organizer and the Challenge Participant in relation to the fulfillment of the Task, the posting of the Challenge Video Confirmation and the Remuneration amount, the provisions posted by the Challenge Organizer shall supplement the provisions of these Rules and shall be deemed as included in them.

In the event of a discrepancy between the provisions of the Task and of the Rules, the provisions of the Rules will prevail over the provisions of the Task as between the Challenge Organizer and the Challenge Participant.

## Appendix No. 3 to the User Agreement

### Guidelines on Combating Breaches

Anti-violation recommendations can help you successfully deal with conflicts you may face at Nutson. We hope you will find a suitable solution.

#### What you can do:

**Examine the context.** If you see inappropriate Content at Nutson, please determine its context. Many people use our Platform in a Nutson-specific way. If something goes beyond the context, this can result in misunderstandings. Please check hashtags related to the Content. Perhaps, the post is a part of a trend or may relate to something that is not obvious. To understand the situation, please check all information related to the post or the entire profile of the person who posted it.

**Think before commenting.** If you are involved in a dispute in the Comments, please consider what your next post might result in. While it is always tricky, stalking can make the unwanted behavior worse and encourage the other person to continue to behave aggressively.

**Block!** If you receive unwanted Comments from another user, it is recommended that you block that person. People who insult others often lose interest when they understand that you will not answer them or that they will no longer be able to communicate with you.

**If the dispute or insults continue.** The best answer in a dispute is a calm discussion or a refusal to argue. However, some situations require additional actions. The following tips in this section are recommendations for getting help.

**Contact those you trust.** When it comes to negative or harmful interactions, contacting the loved ones for advice can help. Communicating a trouble to a family member or a close friend can often help you figure out how to cope with a situation or to express your emotions so you can move on.

**Complain.** Be sure to read the Platform Rules. If you have read and believe that some account violates one or more of the rules, please report the violation to us using the application function of sending complaints. This is the fastest way to report insulting posts or profiles. Please provide all necessary information in your complaint—this will help to consider your trouble as soon as possible.

Nutson deletes only those accounts and posts that violate the Agreement and other terms and conditions or rules posted on the Platform. If we delete something that is contrary to the Guidelines of the Community, we inform the author of the post, but do not provide information on the User who complained about the post.

**In case of danger.** Contact your local law enforcement authorities or legal representation. When a conflict can become a genuine threat online or in real life, you should contact your local law enforcement authorities. They can better assess the threat than others and intervene or help you if required. If we are contacted by law enforcement authorities, we can cooperate with them and provide the information required to investigate the trouble.

**Legal advice.** If you believe your online dispute is legal, please consult a lawyer. Nutson may not provide legal advice or information on other Users, except as required by the current legislation.



## Appendix No. 4 to the User Agreement

### Guidelines of the Community

- **Please only post the Content you create or the Content that you are authorized to share.** Please remember that only authentic materials may be posted. Do not post any Content you have copied or found online unless you are authorized to do so.

- **Post photos and videos that are suitable for a diverse audience.**

We know that sometimes people want to share nude images for creative or artistic reasons, but there is a number of reasons why such images are prohibited at Nutson. Photos, videos and some digital materials showing sexual intercourse, genitals and fully naked buttocks close-up are prohibited. They include photos of female breast nipples as well, but photos with mastectomy scars and photos of breastfeeding women are allowed. Painting and sculpture nudity is also allowed.

People love to post photos and videos of their children. Sometimes, we may delete photos that show partially or fully nude children for security reasons. Even if these materials are posted with good intent, one may not foresee a purpose for which other people may use them.

- **Please interact in a conscious and authentic manner.**

Help us combat spam. Please do not use mechanisms for fake Likes, increasing the number of followers and reposts and Voices for Challenge winning. Do not post repeating Comments or materials, do not make commercial proposals several times to people who have not agreed to this. Do not post any Content that promotes, encourages, or makes it easy to buy or sell fake feedbacks of people. You are not required to provide your true name at Nutson, but we do require the Users of this platform to provide us with accurate and up-to-date information. Do not misrepresent yourself as other people and do not create accounts to violate our Guidelines or mislead someone.

- **Obey the law.**

At Nutson, it is prohibited to support and to praise terrorist activities, organized crime and haters groups. At Nutson, it is prohibited to offer sexual services, to buy or sell firearms, alcohol and tobacco products on an individual basis, or to buy or sell narcotic drugs or prescription drugs (even if they are permitted in your area). Poaching and selling endangered animals and parts of their bodies are strictly prohibited.

When offering to buy or sell other goods subject to statutory regulation, always keep in mind that you must obey the law. Accounts promoting online gambling or online lotteries must obtain our prior written permission before using our products.

We believe that threats to post intimate photographs or video of other people and materials of a sexual nature involving minors are out-of-tolerance. The above list is not exhaustive, therefore, when using Nutson, you are prohibited from taking any actions that violate the law. However, the Nutson liability is limited to the concept of an information intermediary in the context of Article 1253.1 of the Civil Code of the Russian Federation.

- **Respect other members of the Nutson community.**

We strive to build a diverse community with a friendly attitude towards each other. We delete any materials that contain genuine threats or hostile speech that are intended for humiliating or insulting certain people, and that contain personal information that is intended for blackmailing or

harassing or repeated unsolicited messages. As a rule, we allow critical discussion of people who appear in the news or have a large audience of fans because of their profession or occupation.

It is inadmissible to call for violence or harassing people based on their race, ethnic or national origin, sex, gender identity, religion, sexual orientation, disease or disability. We may permit the posting of hostile speech if this is done in order to raise awareness or to combat it. In such cases, we ask you to clearly express your intentions.

Serious threats to jeopardize public and personal safety are prohibited. This includes, but is not limited to, specific threats of physical harm, robbery, vandalism or other financial damage. We consider complaints carefully and weigh many factors to determine whether the threat is genuine.

- **Be friendly in the community and do not propagate self-harm.**

Encouraging or calling for self-harm is contrary to our community ideas, so we delete such posts or accounts if we receive complaints about them.

- **Be careful when sharing information on important events.** We understand that many people use Nutson to share important and posting-worthy events. Some of them involve images. Nutson is used by people of different age groups, so we may delete videos with hard to perceive scenes of violence. Nutson must remain suitable to everyone. Posting images for sadistic pleasure or to celebrate violence is prohibited.

- **Please help us strengthen our community.** If you believe that the materials you have seen violate the Guidelines, please help us by using the special form. Our team considers all complaints and strives to delete any materials that do not comply with our Guidelines as soon as possible. Please try to provide as much information as possible, such as links, usernames and descriptions of the materials, so that we can find them and consider your complaint as soon as possible. We may delete entire posts if the images or captions they contain are contrary to our Guidelines.

- You may find materials that you dislike but that do not violate our Guidelines of the Community. In this case, you can unsubscribe or block the person who posted them. If you do not like a Comment to one of your posts, you may delete it.

- If someone posted your photo or video without your permission, please file a copyright infringement complaint. If you believe someone infringes your trademark rights, please file a respective complaint.

- We may contact law enforcement authorities if we believe that there is a risk of physical harm or a threat to public safety.

## **Appendix No. 5 to the User Agreement**

### **Procedure on the Determination of the Status of the Winning in the Challenge and the Handling of Complaints of the Users (hereinafter the “Procedure”)**

#### 1. Determining the Status of the Victory in the Challenge.

1.1. The Remuneration Challenge shall be deemed to have been successfully fulfilled when the Remuneration is transferred from the Challenge Organizer account to the Challenge Winner account in accordance with the Challenge Rules.

#### 2. Considering Requests and Complaints of the Users.

2.1. Within three (3) days from the date after the expiry of the Challenge Selection term until the Challenge Winner is determined, the Administration shall have the right to change to the status of considering Users' requests (Platform Arbitration) and to take steps to set the Task status. The status shall be set based on the analysis of Users statements and the evidence presented by them. When carrying out such analysis, the Administration shall act not as an appraiser or an expert but solely as an independent party which is authorized on the basis of these Rules to carry out such analysis being guided by its own independent beliefs and discretion.

The Arbitration may be up to fourteen (14) days.

At that, the Company shall not be a representative of either the Challenge Organizer, or, or the Challenge Winner, or the User.

2.2. When determining the status of the Challenge Task, the Company shall be guided by the text of the Challenge Task, including Challenge Duration. In this case, when analyzing the fulfillment of the Task, the Company may take into account the professional level of the Challenge Participant based on the integrated ranking of the Involvement Index that is determined by assessing the proportion of Users' targeted actions equivalent to the Challenge Participant's account. At the same time, we have the right, of our own free will, to decide on blocking (or suspending) accounts and cancelling the winnings in the Challenge of those Users who violated the rules of the User Agreement in terms of cheating Likes, Voices users and comments. We also have the right to recalculate the statistical data (i.e. Likes, Voices) of such Users by excluding the number of "fake" Likes/Voices from the video statistics and, on the basis of "clean" (updated) statistics, make a decision on the winner of the Challenge.

2.3. The Users agree that in the course of Arbitration, the Company may use audio and/or video recording of the process of fulfilling the Task made by the Users and shall provide the Administration with information and materials required to analyze whether the Challenge Video Confirmation is in line with the Task. The Users shall independently bear all risks of failure to provide the Company with the materials required for the comprehensive independent analysis.

2.4. By results of considering the request and carrying out the analysis, the Company shall make one of the following decisions at its own independent discretion and belief:

2.4.1. The services were provided/the work was performed properly and in due time in accordance with the Challenge Task was fulfilled properly.

2.4.2. Challenge Participant failed to fulfill the Challenge Task properly or the Likes were gathered in bad faith, in this case the Challenge Participant who gathered the most Likes, Voices as compared to the disqualified Challenge Participant may be recognized as the Challenge Winner.

The making of one of the decisions specified in clause 2.4 of this Procedure shall be the obligation of the Company in accordance with the terms and conditions of this Procedure. The making of one of those decisions by the Company shall be final for the purposes of this Procedure, the decision may not be revised. By using the Platform on the basis of the Agreement, the Customer and the Contractor, the Challenge Organizer and the Challenge Participant express their consent to any of the Company's decisions provided for by clause 2.4 of the Procedure.

Having made one of the decisions specified in clause 2.4 of this Procedure, the Company shall send a notice of the Arbitration award to all parties concerned.

## **Appendix No. 6 to the User Agreement**

### **Procedure for the Handling of Complaints Related to Users Posting Content at Nutson**

Nutson shall act as an information intermediary and take steps to suppress respective violations at the request of right holders in accordance with Article 1253.1 of the Civil Code of the Russian Federation and Article 15.7 of Federal Law On Information, Information Technologies and Information Protection No. 149-FZ dated July 27, 2006.

If you find any Content on the Platform, which use, in your opinion, is unlawful, please read this document. Please be aware that we cannot properly respond to your complaint if the information on the alleged violation and the holding of rights is insufficient.

#### **1. General**

The Platform has been created so that people can keep in touch with their acquaintances, find new friends and communicate.

This Procedure for the Handling of Complaints Related to Users Posting Content on the Platform (hereinafter the “Procedure”) is an official document of Nutson and defines the Nutson policy of settling conflicts arising in connection with the Content posted by the Users on the Platform as well as the rights and obligations of Nutson, the Users and third parties in the process of settling such conflicts.

When reviewing complaints under this Procedure, Nutson will be guided by the following principles.

#### **Lawfulness**

Nutson complies with the Russian legislation and does not exercise control and censorship of relations pertaining to the use of the technical capabilities of the Platform by the Users. The Users shall have the right to freely use the capabilities of the Platform in accordance with the law to exchange information, including in the course of discussion of creative work of their favorite authors and performers, the quality and the use of goods and services of any third parties.

#### **Support for Combating Unlawful Content**

Unfortunately, some Users can use the Platform to unlawfully store, transfer, disseminate information and intellectual property items and provide access thereto; this cannot be avoided.

Nutson may not assume the functions of law enforcement or judicial authorities and is not able to assess in an unbiased manner whether any Content posted on the Platform is lawful. In the event of a disputable situation, the applicant should contact law enforcement authorities and courts.

#### **Presumption of Users Good Faith**

Nutson respects its Users and assumes that the Users comply with the requirements of applicable law and the Agreement and use the capabilities and resources of the Platform in good faith.

Nutson recommends that persons who believe that the Content posted on the Platform violates their rights and lawful interests should first of all contact the Users who posted the relevant Content. Experience shows that in most cases the conflict may be directly resolved without delay. If the desired result is not achieved, the person concerned should contact Nutson in accordance with this Procedure.

## **Transparency of and Ease of Access to the Procedure**

Filing of complaints in accordance with this Procedure does not require any special technical or legal knowledge and skills. Complaints shall be considered free of charge under the procedure that is uniform for all applicants.

Nutson is committed to ensure that the technical aids used to file and to process complaints are reliable and that all communications with the applicants are without delay.

## **Good Faith Applicants**

Nutson shall not consider anonymous complaints or complaints filed to the benefit of any third parties, unless the law allows such representation.

The procedure for considering complaints provided for by this Procedure should not be used by any person solely for the purpose of creating obstacles to the lawful distribution of the Content.

The applicant shall confirm that he/she has evidence that the Content in respect of which the complaint is filed was posted by the User on the Platform unlawfully.

## **2. Complaint regarding Unlawful Posting of Content**

2.1. In case any Content is identified on the Platform that is posted by the Users without his/her permission or any other legal grounds, any right holder of copyright or related rights items (hereinafter the “Applicant”) shall have the right to file to Nutson a complaint of violation of its copyright and/or related rights to the Content.

2.2. To contact Nutson using the technical aids of the Platform, the Applicant must use his/her own signed up account on the Platform. This way is the fastest for the parties to interact.

Contacting Nutson in this way shall be deemed an electronic communication for the purpose of complying with the requirements of Article 15.7 of Federal Law On Information, Information Technologies and Information Protection No. 149-FZ dated July 27, 2006. In this case, the Applicant shall have the right to refuse the proposed efficient form of interaction and to send a notice to the legal address of Nutson Rus LLC (City of Moscow, Lyusinovskaya Str., House 36, Building 1, 10th Floor, Room 1) or to support@nutson.info.

2.3. When filing his/her complaint to Nutson, the person must reasonably state a violation of his/her rights and lawful interests. The complaint must contain the following reliable information:

2.3.1. Information on the Applicant that enables to identify and to promptly contact him/her if required, including by e-mail:

- For an individual, surname, first name, patronymic, passport data (series and number, issued by, issued on), contact details (phone and/or fax number, e-mail address);
- For a legal entity, name, location and address, contact details (telephone and/or fax number, e-mail address).

2.3.2. Information on the specific Content (hereinafter the “Content in Question”) posted on the Platform without the permission of the right holder or other legal grounds.

2.3.3. URL of the Platform page with the Content in Question and URL of the User's account and the Content in Question in order to identify the Content in Question and its original and copies on the Platform).

2.3.4. Indication that the right holder has rights to the Content in Question posted on the Platform without his/her permission or other legal grounds.

2.3.5. Indication that there is no permission of the right holder to post the Content in Question on the Platform.

2.3.6. Consent of the Applicant to the processing of his/her personal data (for the Applicant being an individual).

2.4. The Applicant shall attach copies of documents confirming the Applicant's rights to the Content in Question. In addition to the above documents, the Applicant shall have the right to provide any other information, including links to official resources, proving that the Applicant has the rights to the Content in Question. The complaint may be accompanied by documents containing other additional information on the complaint. If the complaint is filed by an authorized person, a copy of the document confirming his/her authority shall be attached to the complaint.

2.5. Due to hardware restrictions of the Platform, the Applicant shall make sure that the limit of characters is not exceeded. Nutson shall not be liable for failure to take steps in relation to any Content in Question at URLs outside the specified limit in the event of a malfunction in the transfer of the relevant information to Nutson.

2.6. Regardless of the format for providing the URLs (directly in the web form or in an attached document), the relevant hyperlinks must be active, i.e. one shall be able to automatically navigate to the Content in Question without manually typing the URL.

2.7. The size of each electronic file attached to the complaint shall not be more than two hundred (200) megabytes. By filing his/her complaint in the manner prescribed by this Procedure, the Applicant agrees that the information on him/her and/or the persons authorized by him/her (including personal data) and his/her application will be used by Nutson for further communications regarding the complaint and may be sent by Nutson to the User who files his/her objections.

2.8. In case it is identified that the complaint contains insufficient information, inaccuracies or errors, Nutson shall have the right to send the Applicant a notice of clarification of the information provided.

2.9. The Applicant shall take steps aimed at providing the missing information, eliminating inaccuracies and errors, and send Nutson the updated information within 24 hours from the receipt of the notice specified in clause 2.8 of this Procedure.

### **3. Considering the Complaint regarding Unlawful Posting of Content and Response Measures**

3.1. If the received complaint fully complies with the requirements of clauses 2.2 to 2.7 of this Procedure and there are no signs of abuse of right described in clause 5 of the Procedure, Nutson shall take steps required to stop the violation of the Applicant's intellectual rights, as described in clause 3.2 below. The date of complaint receipt shall be deemed the date of successful sending by the Applicant of the filled in form through the Platform interface, that is displayed, in particular, in the relevant section of the Applicant's page on the Platform, or the date of sending the complaint

at [support@nutson.info](mailto:support@nutson.info), or the date when Nutson receives the complaint in hard copy at the legal address of Nutson Rus LLC (City of Moscow, Lyusinovskaya Str., House 36, Building 1, 10th Floor, Room 1).

3.2. Nutson shall delete the Content in Question within the period established by law from the date the complaint or the information clarified by the Applicant is received (if the notice specified in clause 2.8 of this Procedure is sent to the Applicant).

3.3. If Nutson has evidence confirming that the posting of the Content in Question on the Platform is legally valid, Nutson shall have the right not to take the steps provided for by clause 3.2 of this Procedure. In any case, a dispute between right holders may be referred to a competent court.

3.4. In case there are any questions or reasonable objections to the deletion of the Content in Question, the User may contact the Technical Help Center of the Platform (when filing his/her objections, the User shall provide reliable information on the rights to the Content in Question, the grounds for having such rights and duly certified copies of documents confirming the User's rights to the Content in Question).

#### **4. Abuse of the Procedure for Considering Complaints**

Abuse of the opportunities of the procedure established by this Procedure is not allowed.

The following acts shall be recognized by Nutson as the abuse by Applicants:

- Repeated complaints that formally meet the requirements of this Procedure but contain knowingly false information that is proved by check results;
- Falsification of documents (including electronic ones) and information;
- Filing a complaint in violation of clause 2.2 of the Procedure or using an account containing unreliable information;
- Using automated mail-outs and/or bots to contact and/or to communicate with Nutson;
- Having filed to Nutson an electronic complaint under this Procedure, the Applicant files in any other way a complaint that is the same on its merits and relates to the same Content in Question, unless there is a reference to the number of the electronic complaint filed originally, and vice versa;
- Filing an electronic complaint in accordance with the Procedure after the complaint that is the same on its merits and relates to the same Content in Question has been sent to Nutson in any other way.

#### **5. Information Storage and Confidentiality**

Nutson shall have the right to store all data, documents and e-mails related to the consideration of the complaint for three (3) years from the date the complaint consideration procedure is completed, unless longer storage and use of the relevant information is required for the purposes of protecting the Nutson rights. This provision of the Procedure shall not affect the time of information storage on the personal page of the Platform used by the Applicant to file his/her complaint that shall be determined by the Applicant.



Nutson shall not disclose the information on the progress of considering the complaint, the content of the deleted Content in Question and complaints, except as established by the current legislation and this Procedure.

## Privacy Policy

1.1. This Privacy Policy (hereinafter the “Policy”) is an official document of Nutson Rus Limited Liability Company (OGRN 1217700161491, City of Moscow, Lyusinovskaya Str., House 36, Building 1, 10th Floor, Room 1) (hereinafter the “Company”) that is the controller of your personal data.

NUTSON EU LIMITED, registration number HE 426747, registered office address: Theseos, Egkomi, 2411, Nicosia, Cyprus NUTSON EU LIMITED may control, be responsible, among other things, for interacting with payment systems, assisting in transactions, as well as performing administrative and financial control functions. NUTSON EU LIMITED does not act as Controller or Processor of your personal data.

1.2. Any such terms as the “Company”, “we”, “our” or “us” shall refer to the Company and determine the procedure for processing and protecting information on the Users using the Platform (hereinafter the “Information”). This document is posted on the Platform free of charge in accordance with the requirements of Federal Law On Personal Data No. 152-FZ dated July 27, 2006.

1.3. The purpose of this Policy is to ensure that the Information on the Users, including their personal data, is adequately protected from unauthorized access and disclosure.

1.4. The relations pertaining to the gathering, recording, systematizing, accumulating, storing, clarifying, extracting, using, transferring (disseminating, providing, accessing), depersonalizing, blocking, deleting, destructing personal data that is carried out with or without the use of automation tools as well as the protection of Information on the Platform Users shall be governed by this Policy and the Agreement as well as by the current legislation of the Russian Federation.

1.5. The use of the Platform shall be subject to the User’s consent to this Policy and the Agreement. Each time the Platform is accessed and/or actually used, the User agrees with the terms and conditions of this Policy and of the Agreement (hereinafter in the versions that were in force at the time the Platform was actually used). A number of terms used in the Policy shall have the meaning defined in the Glossary.

1.6. The current version of the Policy is available to any Internet user by clicking this [link](#). This Policy may be amended by the Company. Any amendments to the Policy shall be made by the Company independently and enter into force on the day following the day such amendments are posted. The User shall independently read the amendments made to the Policy. If the User actually uses the Platform after the terms and conditions of this Policy are amended this shall mean that the User agrees with the new terms and conditions.

1.7. If the User disagrees with the terms and conditions of this Policy, the use of the Platform must be terminated immediately.

1.8. This document has been developed in accordance with:

- Constitution of the Russian Federation;
- Council of Europe Convention No. 108 for the Protection of Individuals with regard to Automatic Processing of Personal Data;

- Federal Law On Information, Information Technologies and Information Protection No. 149-FZ dated July 27, 2006;
- Regulations on Specific Features of Personal Data Processing without the Use of Automation Tools (approved by Decree of the Government of the Russian Federation No. 687 dated September 15, 2008);
- Decree of the Federal Service for Technical and Export Control of Russia On Approval of Requirements for Protection of Personal Data while Processing it in Personal Data Information Systems No. 1119 dated November 01, 2012; Order of the Federal Service for Technical and Export Control of Russia No. 21 dated February 18, 2013 On Approval of Composition and Content of Organizational and Technical Measures to Ensure the Personal Data Safety while Processing it in Personal Data Information Systems.

1.9. The definitions used in this Policy and related to the personal data processing shall have the following meaning.

Term	Definition
Automated Personal Data Processing	shall mean personal data processing with the use of computer equipment.
Personal Data Blocking	shall mean suspension of the personal data processing (except when the processing is required to clarify personal data).
Personal Data Information System	shall mean a set of personal data contained in databases and of information technologies and technical aids that ensure its processing.
Information	shall mean data regardless of its form.
Personal Data Confidentiality	shall mean the requirement binding upon the controller or other person who has gained access to the personal data to prevent its dissemination without the consent of the personal data subject or other legal grounds.
Personal Data Depersonalization	shall mean actions that make it impossible to identify personal data in relation to a specific data subject without additional information.
Personal Data Processing	shall mean any action or series of actions taken with the personal data with or without the use of automated or electronic tools, including gathering, recording, systematizing, accumulating, storing, updating, modifying, extracting, using, transferring (disseminating, submitting, providing access to), depersonalizing, blocking, deleting and destructing personal data.

Controller	shall mean a public authority, a municipal authority, a legal entity (including Nutson Rus LLC) or an individual that independently or jointly with other persons arranges for and/or carries out the personal data processing and determines the purpose of personal data processing, the composition of personal data to be processed, the actions (operations) to be taken with the personal data.
Personal Data	shall mean any information that relates to a directly or indirectly identified or identifiable individual (personal data subject).
Personal Data Provision	shall mean disclosure of personal data to a specific person or a specific group of persons.
Personal Data Dissemination	shall mean disclosure of personal data to an undefined group of persons.
Data Subject (including Personal Data Subject)	shall mean the specified individual.
Cross-Border Transfer of Personal Data	shall mean the transfer of personal data to the territory of a foreign state, to a foreign public authority or a foreign individual or legal entity.
Personal Data Destruction	shall mean actions that make it impossible to restore the personal data in the personal data information system and/or result in the disposal of tangible media of personal data.

## 2. Terms of Using the Platform

2.1. Providing the services for using the Platform (hereinafter the “Platform Services”) and acting reasonably and in good faith, the Company believes that the User:

- Has all necessary rights that enable him/her to sign up and to use the Platform;
- Specifies reliable information on himself/herself within the scope required to use the Platform Services;
- Realizes that the information on himself/herself posted by the User on the Platform may become available to other Users of the Platform and Internet users, may be copied and disseminated by such users;
- Realizes that some types of information transferred by him/her to other Users may not be deleted by the User himself/herself;
- Has read this Policy, agrees to it and assumes the rights and obligations specified in it.

2.2. The Company shall not verify the reliability of the received (collected) information on the Users, unless such verification is required in order to fulfill the Company's obligations to the User, is set forth by the Agreement, this Policy or is enshrined in the current legislation of the Russian Federation.

### **3. Purposes of Information Processing**

The Company shall process the Information on the Users, including their personal data, in order to fulfill the Company's obligations to the Users regarding the Platform use on the basis of the Agreement.

### **4. Legal Grounds for Personal Data Processing**

4.1. The Company shall process the personal data in the following cases:

- With the prior consent of the data subject;
- In accordance with an international treaty or the legislation of the Russian Federation, including the Constitution of the Russian Federation, Federal Law On Information, Information Technologies and Information Protection No. 149-FZ dated July 27, 2006 and other enactments for court and other purposes;
- For the purposes of an agreement with the data subject or an agreement under which the data subject is a beneficiary or a guarantor, including when the controller exercises its right to assign a claim or a right under such agreement;
- To protect the rights of the controller or of third parties or for public purposes, if the rights and freedoms of the data subject are not violated;
- For the purposes of compulsory disclosure or publication of personal data in cases directly provided by law.

### **5. Nature of the Information on the Users**

5.1. The Information processed by the Company shall include:

5.1.1. Credentials that shall be understood as:

- User data provided by the User to create an account while signing up for the Platform that may include information on themselves when signing up for and/or using the Platform, including your name, age, sex, e-mail address, phone number and language settings;
- Additional information filled in by the User when editing his/her account while using the Platform;
- Data additionally provided by the User at the request of the Company for the purpose of fulfilling the Company's obligations to the User that arise out of the Agreement.

The credentials received by the Company within the scope required and sufficient for their including in the personal data in accordance with the current legislation of the Russian Federation

shall be processed by the Company as the personal data upon the terms and conditions of this Policy.

The Company shall process the above data in order to perform the Agreement with the User, in particular, to provide access to the Platform, to control and to administer the Platform, to confirm that the Platform account belongs to the Applicant who has made a request to restore access to the account.

#### 5.1.2. Other data required for the Platform functioning, i.e.:

- Data on technical aids (devices), technological interaction with the Platform (including the host IP address, type of the User's operating system, browser type, geographical location\*, Internet provider), browser history (including the Content that you have viewed on the Platform), information on your mobile phone provider, time zone, mobile phone, including your device model, screen resolution, operating system and platform, and information on your use of the Platform.

\* Location Data. When you use the Platform on a mobile device, we may gather information on your location. With your consent, we will gather Global Positioning System (GPS) data and mobile device location information. This is required to comply with the requirements of the local laws of the Russian Federation on the provision of information and on the restriction of access to prohibited information;

- Information that is automatically obtained when accessing the Platform using bookmarks (cookies) as defined below;
- Information created by the Users on the Platform outside the account editing section;
- Information obtained as a result of the User's actions on the Platform, in particular, information on the addition of any Content;
- Information obtained as a result of actions of other Users on the Platform;
- Summarized analytical information on the use of Internet services;
- Metadata. When a video is uploaded to the Platform (hereinafter the "User Content"), certain metadata related to the User Content is uploaded automatically. As such, metadata describes other data and provides information on your User Content that will not always be visible to other users who view your User Content. Metadata may contain information on how, when and by whom a piece of User Content is created and what format it has. It includes as well such information as your account name which enables other Users to determine that the video is created under your account. The metadata will consist of additional data that you choose to include in the video, such as any hashtags you use to tag keywords for videos or Comments.

The Company shall process the above data in order to perform the Agreement with the User, in particular, to provide access to the Platform, to control and to administer the Platform, to improve the operation of and to customize the Platform.

5.2. Special categories of personal data relating to health, political opinions, religious or philosophical views and private life shall not be subject to processing.

5.3. The Company does not intend to process biometric data (in particular, does not use an image to identify the users) and special categories of data and does not process it.

5.4. By posting any information on himself/herself, the User understands that it may be available to an indefinite number of Internet users, subject to the desired level of settings.

5.5. We use TrueDepth API technologies (ARKit, with automatic assessment of the actual environment of directional lighting) to create AR effects on the Platform. The only use of this information shall be to provide valuable user defined functions. No information gathered by the TrueDepth API shall ever leave the user device. We shall not transfer the information to any third parties, store or otherwise process the data that we have access to and which we use through the TrueDepth API. More information on the TrueDepth API technologies is available at <https://support.apple.com/en-us/HT208108>.

The information provided using the TrueDepth API technologies shall be stored on the device only while AR effects are being created on the Platform. When rendering an effect, the data shall not be saved and shall be deleted after the final video is created or the data shall not be used when the final video is created.

## **6. Principles, Terms and Conditions and Procedure for Personal Data Processing by the Company**

6.1. The Company shall gather, record, systematize, accumulate, store, update (correct, modify), extract, use, transfer (disclose, provide access), depersonalize, block, delete and destroy personal data.

6.2. The personal data storage periods shall be determined as follows.

6.2.1. The User's credentials and other data shall be processed and stored on the territory of the Russian Federation, at that, they shall be stored on electronic media and processed with the use of automated systems only, except when the manual processing of credentials and other data is required in order to meet the legal requirements.

A cross-border transfer may be required to fulfill our contractual and legal obligations. Cross-border transfer of personal data shall be carried out on the territory of foreign states that are parties to the Council of Europe Convention for the Protection of Individuals Rights with regard to Automatic Processing of Personal Data as well as other foreign states that provide adequate protection of rights of personal data subjects in accordance with Federal Law On Personal Data No. 152-FZ dated July 27, 2006. If this is done, the transfer will be protected by the contract that controls the delegation of processing in accordance with a standard that is at least equal to all requirements of the legislation of the Russian Federation, unless otherwise permitted by the legislation of the Russian Federation. The purposes of any cross-border data transfer shall be to ensure the functionality of the Platform that is declared to the User in order to facilitate the provision of this functionality or may include the need to comply with any applicable law when the relevant law permits the data transfer. Any data transferred to any third parties, regardless of whether it is related to the cross-border transfer, will be minimized and depersonalized, as far as this is expedient for protecting individuals and their personal data.

6.2.2. The credentials and other data shall be stored by the Company until the purposes of their processing are achieved, i.e., during the term of the Agreement with the User.

In case the account is deleted, the Company shall store on its electronic media the necessary credentials and other data of the User for the period required and established by the current legislation of the Russian Federation. In case the User deletes his/her personal page independently, he/she shall have the right to restore his/her personal page within 30 days from the time of its deletion.

6.3. We process personal data in a lawful and fair manner.

6.4. We warrant the accuracy, sufficiency and relevance of all personal data that is processed in accordance with all disclosed purposes of data processing.

6.5. The Company shall not disclose or disseminate the personal data to any third parties without the consent of the personal data subject, except as provided for by this Policy.

6.6. The Company shall not make any decisions that create legal implications in relation to the personal data subject or otherwise affect his/her rights and lawful interests, on the basis of automated personal data processing only.

6.7. The Company shall process the personal data manually and using computer equipment. We comply with the requirements for automated and non-automated personal data processing that are established by Federal Law On Personal Data No. 152-FZ dated July 27, 2006 and regulatory legal acts adopted in accordance therewith.

6.8. Termination of Processing of Credentials and Other Data.

Upon achieving the purposes of processing the credentials and other data, the Company shall stop processing the credentials and other data in one of the ways provided for by Federal Law On Personal Data No. 152-FZ dated July 27, 2006. Notwithstanding the foregoing, we may store your Information in a summarized and depersonalized format after you have stopped using the Platform.

6.9. Transfer to Third Parties.

6.9.1. We shall transfer your personal data and other Information to the following third parties:

- Cloud storage service providers for storing the Information you provide and for disaster recovery services as well as for fulfilling any contract we enter into with you;
- Analytics and search engine operators who help us optimize and improve the Platform;
- IT service providers; and
- Our data processing center and our server hosting providers.

We will transfer your Information to any member, subsidiary, parent or affiliate of our group of companies for the purposes set out above only.

We will transfer your Information to law enforcement authorities, public authorities or other entities if this is required by law or if such transfer is necessary in order to:

- Fulfill duties, procedures or requests;



- Ensure the compliance with our Agreement and other agreements, policies and standards, including the procedure to investigate any potential violations of those documents;
- Identify, prevent or otherwise respond to safety threats, fraud or technical issues;
- Protect our rights, property or safety and those of our users, third parties or the entire community, as required by law.

## **7. Cookies**

7.1. Cookies are small pieces of data that websites request from the browser used on the User's computer or mobile device. Cookies are stored locally on the User's computer or mobile device. Cookies contain the information that enables them to determine the User's preferences, the information on the equipment used, the date and time of the session, etc.

7.2. The Company shall gather and process Cookies in relation to the Users visiting the Platform. Cookies shall be processed by the Company solely for the purpose specified in clause 3 of this Policy, upon the terms and conditions and in the manner determined by this Policy.

7.3. We use the following Cookies:

- **Essential Cookies.** These are Cookies that are required to operate the Platform. These include, for example, Cookies that enable you to access secure areas of the Platform.
- **Functional Cookies.** These Cookies are used to identify you when you return to the Platform. This enables us to customize the site content for you, to greet you by your name and to remember your preferences (for example, your chosen language or region). These Cookies support the function of logging into the Platform for 90 days.
- **Targeting Cookies.** These Cookies record your visit to the Platform, the pages you open and the links you click, including your use of other websites or applications. We will use this information to make the Platform and the advertisements posted on it more relevant to you. To achieve this purpose, we may transfer that information to third parties as well. Our service providers may use the information on your use of our Platform to provide you with targeted advertisements on other websites and other applications.
- **Analytical Cookies.** Analytical Cookies are statistical audience measurement systems that we use in relation to our services in order to determine the web pages you visit and how you use the Platform.

7.4. Cookies received by the Company may be processed by Yandex.Metrica web analytics services.

7.5. The User may refuse to have Cookies processed by the services specified in clause 7.4 of this Policy when logging in the Platform. In this case, the Company will use those Cookies that are specified in clause 7.3 of the Policy only.

## **8. Users' Rights and Obligations**

8.1. The Users shall have the right to:

8.1.1. Provide free gratuitous access to the information on themselves by logging in the User's account.

8.1.2. Independently modify and correct information on themselves in their account, provided that such modifications and corrections contain up-to-date and reliable information.

8.1.3. Remove information about themselves from their account.

8.1.4. Request that the Company clarifies their credentials, blocks or destroys them if such data is incomplete, outdated, unreliable, unlawfully obtained or is not required for the stated purpose of processing and if it is impossible to take the above actions independently.

8.1.5. Upon request, receive the information on the processing of their credentials from the Company.

8.1.6. Change the settings of the User's mobile device by disabling the option for processing the User's location data.

8.1.7. Change the settings of the User's mobile device by disabling the option for processing the User's contacts in the phone book of the mobile device.

8.2. As the Platform is a universal means of communication and people search and the core function of the Platform is to restore contacts and to keep in touch with the existing and new acquaintances, the following information on the authorized User shall be available to Internet users:

- User's nickname;
- Profile photo;
- Number of followers, photos, videos of the User.

8.3. The User shall independently determine the terms and conditions and provide access to his/her personal data to the general public, including by signing up and using the standard functionality of the Platform. The Company shall not initiate or influence such choice of the User and shall not aim at obtaining the User's permission to disseminate his/her personal data. The Company shall process the personal data made by the User available to the general public on the basis of and in accordance with the terms and conditions of the Agreement.

8.4. The Company shall not be liable for the disclosure of the User's credentials by other Platform Users who have gained access to such data.

8.5. When the credentials (or other user information) are deleted from the User's account or the account is deleted from the Platform, any information on the User copied by other Users or stored on other Users' pages shall be saved.

## **9. Personal Data Confidentiality**

9.1. The Company has information security and confidential information management systems that help ensure the security and the confidentiality of the personal data.

9.2. Access to the personal data shall be provided to those persons only who need it to perform their duties.

9.3. The employees are trained in methods and ways of secure personal data processing.

9.4. The rights, duties and liability of the employees who process the personal data are set out in their employment contracts and/or job descriptions.

## **10. Updating, Modifying, Deleting and Destroying Personal Data**

10.1. Except as provided by law, the Company shall stop to process the personal data in the following cases:

- Upon the occurrence of conditions under which the personal data processing terminates or upon expiry of the specified period;
- After the purpose of data processing is achieved or the data processing is not required;
- At the request of the personal data subject, if the processed personal data is incomplete, outdated, inaccurate, obtained unlawfully or is not required for the stated purpose of processing;
- In case it is identified that the personal data is processed unlawfully, if it is impossible to ensure the lawfulness of the personal data processing;
- If the personal data subject revokes his/her consent to the personal data processing or such consent expires (if the personal data is processed solely on the basis of the personal data subject consent); or
- In case the Company is liquidated.

10.2. If the purpose of the personal data processing is achieved, the Company shall stop processing the personal data and destroy it within thirty (30) days from the date of achieving the purpose of the personal data processing, except when the law requires to process the personal data for a longer period.

10.3. If the personal data subject revokes his/her consent to the processing of his/her personal data, we shall stop processing it within thirty (30) days from the date the revocation is received, except when the law requires to process the personal data for a longer period.

10.4. The Company shall inform the personal data subject or his/her representative on the availability of the personal data related to the subject. At the request of the personal data subject or his/her representative, the Company shall provide him/her with that personal data within thirty (30) days from the date the request is received.

## **11. Responses to Subjects Requests for Access to Personal Data**

11.1. At the request of the personal data subject or his/her representative, the Company shall provide a response whether the personal data related to the relevant personal data subject is available and grant the opportunity to examine that personal data within thirty (30) days from the date the request is received.

11.2. At the request of the personal data subject or his/her representative as well as at the request of the Federal Service for Supervision of Communications, Information Technology, and Mass Media, the Company shall block any unlawful processing of personal data immediately after the request for the investigation period and on an ongoing basis thereafter, if required.

11.3. The Company shall correct, clarify and modify any inaccurate personal data within seven (7) business days after the personal data subject or his/her representative contacts the Federal Service for Supervision of Communications, Information Technology, and Mass Media and provides the necessary documents.

11.4. If any unlawful personal data processing is identified, we will stop the unlawful processing of personal data within three (3) business days.

11.5. Unless otherwise permitted by law, the Company shall inform the personal data subject or his/her representative on any processing of the personal data relating to the personal data subject and, if required, provide a copy of such data within thirty (30) days from the date the request is received.

## **12. Steps to Ensure the Fulfillment of Obligations of the Personal Data Controller Established by Articles 18.1, 19 of Federal Law On Personal Data No. 152-FZ dated June 27, 2006.**

12.1. The Company obtains the personal data directly from the data subjects and their legal representatives. At that, the Company warrants the compliance with the requirements of Federal Law On Personal Data No. 152-FZ dated June 27, 2006.

12.2. In accordance with Federal Law On Personal Data No. 152-FZ dated July 27, 2006 and other enactments based thereon, the Company has taken the following steps:

- Appointment of a person in charge of the compliance with the law when the personal data is processed;
- Issue of this document and informing on the processes of processing and ensuring the safety of the personal data as well as the policy and processes aimed at preventing and identifying any violations of the legislation of the Russian Federation;
- Development and sharing of other documents related to the required safety of the personal data;
- Taking all necessary legal, organizational and technical measures to ensure the personal data safety;
- Internal audits to ensure the compliance with the requirements of Federal Law On Personal Data No. 152-FZ dated July 27, 2006;
- Modeling of threats to the safety of the personal data processed and exercising the necessary control;
- Development and implementation of data breach response plans;
- Bringing to the notice of the Company's employees who process the personal data of the provisions of Federal Law On Personal Data No. 152-FZ dated July 27, 2006; and
- Taking the legal, organizational and technical measures required to protect the personal data from unauthorized or accidental access thereto, its destruction, modification, blocking, copying, dissemination and from any other unlawful actions in relation to the personal data.

12.3. To authorize access to the Platform, the User's login (e-mail address or mobile phone number) and password shall be used. The User shall be liable for the integrity of that information. The User may not transfer his/her own login and password to any third parties and shall take steps to ensure their confidentiality.

12.4. In order to ensure more reliable protection of the information on the Users, the Company shall use a system for linking the page to the mobile phone. To implement that system, the User must provide the Company with his/her mobile phone number. As part of the system for linking the page to the mobile phone, if the User loses his/her login or password, he/she can restore access to the page using a recovery code contained in the SMS message that the User receives on his/her mobile phone.

### **13. Limitation of Company's Liability**

13.1. The Company shall not be liable for actions of any third parties which use of the Internet or the Platform has resulted in obtaining access to the information on the User in accordance with the privacy level chosen by the User and for any consequences of using any information that is available to any Internet user due to the Platform nature. The Company recommends that the Users take a responsible approach to deciding on the scope of information on themselves that is posted on the Platform.

### **14. User Requests**

14.1. The data on the Information, including the User's personal data, that is processed by the Company in connection with his/her use of the Platform shall be provided to the User or his/her representative upon request.

14.2. Requests shall be sent in writing to the address of the Company location or in any other form provided for by the current legislation of the Russian Federation.

14.3. The User may revoke his/her consent to the processing of his/her personal data by sending a written request to the Company at its location in accordance with the requirements of the current legislation.