

End User License Agreement

Version No. 1 dated 30.04.2021

In this license agreement (the "Agreement"), capitalized terms mean:

Application - any application that belongs to the Right Holder. The list of Applications is available on the Right Holder's website <https://villow.ru/>

User - he person who uses the Application.

App Store - Apple Platform (owned by Apple, Inc.), through which the User may access or install the Application on his or her Device.

Device - authorized smartphone, tablet, personal computer or other device that the User uses legally.

Subscription - the amount of rights granted to the User for a fee.

Fee - the price of the Subscription for a certain period.

Card - a bank card, the details of which are specified by the User in the Account for purchases in the App Store.

Account - User's App Store account, which is required to access the functionality of the Application.

Content - text, links, software, audio, graphic or video images, tags, or other materials or information.

Policy - The rules governing the collection, processing and protection of the User's personal data during the use of the Application. Available at: <https://villow.ru/privacy.pdf>

1. General provisions

1.1. The Right Holder grants the User a non-exclusive, personal (non-transferable) license to download the Application onto the Device and use it in accordance with the terms of the Agreement.

1.2. By downloading, accessing or using the Application, the User agrees to the terms of the Agreement and the Policy.

1.3. If the User does not agree with any of the terms of the Agreement or the Policy, he shall not download or use the Application.

1.4. By downloading the Application, the User confirms that in accordance with the laws of the country of his/her location the age of the User allows him/her to use the Application under the terms of the Agreement and the Policy. If the User's age does not allow him/her to accept the terms of the Agreement and the Policy, he/she guarantees that the legal representative has read and agrees with the Agreement and the Policy and allows to use the Application.

2. Subscription

2.1. The Right Holder has the right to provide access to the Application or its individual functionality via Subscription.

2.2. The Right Holder is entitled to provide a trial period of the functionality available under the Subscription for the period specified in the Application.

2.3. Subscription period depends on the Subscription Fee paid by the User.

2.4. The Fee is listed in the Application. The Fee does not include possible commissions of payment providers.

2.5. The Right Holder has the right at its own discretion and unilaterally to set discounts on the Fee, to change it, and the fee paid for the Subscription is not subject to change. The Right Holder notifies about changes in the Fee by posting information in the Application.

2.6. If the App Store has returned the payment for the Subscription to the User, the Right Holder shall block access to the functionality under the Subscription.

2.7. Information about the activated Fee and the number of remaining days of use is contained in the Account.

3. Payments

3.1. The Fee selected by the User is debited from the Card when the User confirms the purchase, and then automatically.

3.2. Subscription renewal Fees shall be charged from the Card until the end of the current Subscription period or at the end of the Subscription period, depending on the App Store approach regarding the original Subscription Fee.

3.3. User may manage Subscriptions and disable their automatic renewal by means of the Account.

3.3.1. The User has the right to cancel Subscriptions during the trial period. If the User fails to cancel the Subscription before the end of the trial period within the period set by the App Store, the payment for the Subscription will be charged from the Card.

3.3.2. If the User cancels a Subscription, the cancellation shall be effective after the end of the last day of the Subscription period. If the User has not canceled the Subscription for the next period, the Fee will be charged from the Card.

3.4. User's payment for the Fee shall be processed through the App Store interface.

3.5. If the Card is not attached to the Account, its details are invalid or there are not enough funds to pay for the Subscription, the Right Holder does not provide access to the Subscription.

3.6. No refunds shall be made for the paid but unused Subscription period.

4. Restrictions

4.1. The User shall not::

4.1.1. sell, distribute, sublicense, assign, or provide simultaneous access on multiple Devices, unless expressly permitted in a particular Application by the Right Holder and specified in the App Store.

4.1.2. use the Application in ways not stipulated by the Agreement;

4.1.3. try to evade the technical limitations set by the Application;

4.1.4. use third-party programs or other means to improve/automate the features of the Application;

4.1.5. use the Application for illegal activities;

4.1.6. decompile, disassemble, reverse engineer, or create derivative works from the Application or parts thereof.

4.2. The User can access the Application from Devices with certain characteristics specified in the description of the Application.

4.3. The Application may contain restrictions on the number of available languages.

4.4. The Right Holder may restrict the use of certain features of the Application for all or certain Users.

4.5. The Application or certain functionality may not be available to the User at certain times or in certain territories, including for technical reasons.

5. Liability

5.1. The Application is provided "as is". Right Holder does not guarantee that the Application meets the User's expectations, and is be provided continuously, quickly, reliably and error-free.

5.2. The User carries the responsibility for:

5.2.1. relevance, reliability, absence of third-party claims in relation to the provided Content;

5.2.2. compliance with the laws of the country of location when using the Application. The User shall comply with the restrictions on the use of the Application, which are imposed on it by the law of the country of its location.

5.3. Right holder shall not be liable for:

5.3.1. specialized resources and quality of channels of public communication networks, through

which the access to the Application is provided, as well as caused by interruptions in the provision of services by contractors;

5.3.2. breakdowns or other malfunctions of the Device, which occurred during the use of the Application;

5.3.3. consequences caused by the loss or disclosure by the User of his data required to access the Application;

5.3.4. errors and/or violations related to the use of the Application and arising because of unlawful actions of third parties;

5.3.5. failures and interruptions in the operation of the Application caused by force majeure. Such circumstances must be confirmed by certificates from the competent authorities not later than ten (10) working days after their commencement;

5.3.6. failures and interruptions in the operation of the Application caused by actions of government authorities, including law enforcement authorities, relating to seizure and/or confiscation, or otherwise preventing access to the servers of contractors hosting the Application;

5.3.7. actions and payment terms set forth in the App Store.

5.4. The liability of the Right Holder shall not exceed the amount of payment transferred by the User.

6. Disputes

6.1. The Parties shall comply with the pre-trial (claim) procedure for dispute resolution.

6.2. The deadline for replying to the claim is 10 (ten) business days from the date of its receipt by the recipient Party.

6.3. If the dispute cannot be resolved through the claim procedure, the dispute shall be referred to court.

7. Updates

7.1. The Right Holder shall not be obliged to provide the User with new versions of the Application.

7.2. The Right Holder shall be entitled to add or remove any features of the Application at its sole discretion with or without prior notice.

7.3. The Right Holder is entitled to send a notice to the User about the need to update the Application due to the availability of a new version or to update the Application automatically.

7.4. The Right Holder is entitled not to support previous versions of the Application when updates or subsequent versions of the Application appear.

7.5. The Right Holder is entitled to update the Agreement at any time. The new version of the Agreement comes into force from the moment of its posting at: <https://villow.ru/terms.pdf>.

7.6. The User shall check the Agreement for changes on his/her own.

7.7. The User agrees to the changes in the Agreement if he/she continues to use the Application.

8. Final provisions

8.1. The Right Holder shall process the User's personal data in order to perform the Agreement on the basis of the Policy.

8.2. The Right Holder has the right to send notices to the User under the Agreement using the contact information specified by the User or to place them in the Application.

8.3. The invalidity or unenforceability of one or more provisions of the Agreement, for whatever reasons, shall not affect the validity or enforceability of the remaining provisions of the Agreement.

8.4. The current version of this Agreement is available to the User at: <https://villow.ru/terms.pdf>.