

## END USER LICENSE AGREEMENT

on granting rights to use the Android and Apple iOS mobile application

### 1. GENERAL PROVISIONS

1.1. This End User License Agreement (hereinafter referred to as - the Agreement) regulates the relationship between Individual Entrepreneur O.L. Bessonov (hereinafter referred to as - the Company) and an individual who has legal capacity to enter into this Agreement granting rights to use the mobile application (hereinafter referred to as - the User).

1.2. The Mobile Application (hereinafter referred to as - the Application) is the software available to the User through the Application Store in full compliance with the Agreement, which is an information application developed for mobile devices operating due to Android and Apple iOS operating systems. The Company holds the intellectual property rights to the Application and to the elements thereof.

1.3. Installation of the Application in the User's mobile device is an acceptance of this Agreement and acknowledgement of the User's agreement with the terms and conditions thereof. Access to the Application, use of the Program and/or any other actions in the Application by the User means that the User accepts and undertakes to comply with all the terms and conditions provided for by this Agreement.

1.4. The terms and conditions provided for by this Agreement are a public offer - an offer to enter into an accession agreement with the Company, whereby the Company provides the User with access to the Application under the terms and conditions set forth herein.

1.5. Any requests, proposals and claims of individuals and legal entities to the Company related to the content and operation of the Application, violations of the rights and interests of third parties, provisions enshrined in the laws of Ukraine, as well as inquiries of persons authorized by the laws of Ukraine may be sent to e-mail: [1iqstatus@gmail.com](mailto:1iqstatus@gmail.com).

1.6. This Agreement has been drawn up under the laws of Ukraine. Any issues not regulated by the Agreement shall be resolved under the laws of Ukraine.

1.7. By agreeing to the terms and conditions provided for by this Agreement, the User hereby acknowledges his legal status and capacity, confirms the accuracy of his data and assumes all liability for the accuracy, completeness and reliability thereof.

### 2. AGREEMENT SCOPE

2.1. The Company grants the users of the Application the right to use the Application and the Content posted therein for personal non-commercial use on the basis of the License obtained by the User.

2.2. The application provides the User with a convenient way to train thinking, to wit:

2.2.1. to learn to solve different types of visual problems;

2.2.2. to pass conditional testing on own abilities;

2.2.3. to receive information about their own results in the Application;

2.2.4. to receive invitations to events, notifications of new promotions and the validity thereof;

- 2.2.5. to receive information on available versions of the Application;
- 2.2.6. to receive personal offers and push-messages from the Company;
- 2.2.7. to store data about yourself and your results;
- 2.2.8. to contact the Company's technical support service;

2.3. This Agreement covers all existing (actually functioning) services of the Application at the moment, as well as any further modifications and additional services to be provided in the future.

2.4. An Internet connection is required to use the Application. The Company shall not be liable for possible adverse consequences for the User caused by the inability to connect to the Internet.

### 3. APPLICATION USE TERMS AND CONDITIONS

3.1. To gain access to the initial sets of educational objectives of the Program, as well as to acquire the status of the User, it is required to download the specified Application to the mobile device and register the account. To do this, you shall fill in the registration data in the Application, specifying the required data, it may be: last name, first name, patronymic if applicable, email, and phone number.

Thereafter, the User will have access to objectives from the Elementary Level.

3.2. In order to gain access to the more advanced objectives of the Program (Basic Level and Sufficient Level, as well as the following ones, if any is added to the application when updating), it is required, as a User, to purchase a License corresponding to the desired set of objectives.

3.3. The User hereby undertakes to provide reliable information about him/her, as well as to update the information provided if required.

3.4. By acceding to this Agreement, the User also agrees that the Company does not verify the accuracy of the information provided and User's capacity.

3.5. To purchase a License, the User must act as follows:

3.5.1. to comply with all instructions under para. 3.1.;

3.5.2. to select the required level (Basic, Sufficient, or another of those submitted for purchase at the moment);

3.5.3. to fill in the said applications for the purchase of License options in the format proposed in the Application;

3.5.4. to acknowledge the application registration by payment in the manner as available in the Application.

3.5.5. upon acknowledgement of the application and crediting the monetary funds to the Company's account, the data on the License status will be updated, and the User will have access to the previously set Level.

3.5.6. Any failure to credit the monetary funds to the Company's account indicates the impossibility of fulfilling the application and as a consequence - the impossibility of granting access to the desired Level of the Application. In such a situation, the User must independently take all required measures to fulfill the application.

3.5.7. The User is entitled to refuse to purchase the License until the payment thereof.

#### 4. APPLICATION FUNCTIONING

4.1. The Company tries to ensure the proper functioning of the Program on a round-the-clock basis. However, the Company shall not be liable if there are any violations in the Program operation for any reason.

4.2. The Company does not guarantee that the information contained in the Application is available at any time or is not to be deleted / lost. The Company shall not be liable for failures and delays in the Program operation, as well as for the possible consequences of such failures and delays.

#### 5. USER'S RIGHTS AND OBLIGATIONS

5.1. The User shall be entitled:

5.1.1. to gain access to the use of the Application upon compliance with the requirements insofar as pertaining to the terms and conditions of using the Application;

5.1.2. to use all services available in the Application;

5.1.3. to use the Application exclusively for the purposes and in the manner as provided for by the Agreement and not prohibited by the laws of Ukraine.

5.2. The User shall be obliged:

5.2.1. to properly comply with the terms and conditions provided for by this Agreement.

5.2.2. to independently ensure non-disclosure (secrecy) of data stored in the account, including the password, and is liable for the disclosure thereof in any manner whatsoever, including all risks and losses arising in this regard. Disclosure of account information is a material breach of this Agreement. The User shall be liable for all actions committed under his account and using his login and password, as well as for all actions committed from his Mobile device whereon the Application is used. The User hereby undertakes to immediately notify the Company of all cases of security breaches and unauthorized access to the account. If the User fails to discharge this obligation, the User shall be independently and fully liable for the actions committed under his account. The Account may be subject to technical blocking by the Company for verification.

5.2.3. Not to use the Application for any purpose other than for personal non-commercial use.

5.2.4. Not to mislead other users and third parties.

5.2.5. Not to disclose any information and content of the application to third parties in any form.

5.2.6. Not to perform operations on any parts of the Application and any of its materials without the Company's consent.

5.2.7. Not to apply the Application for the purpose of violating the rights and legitimate interests of third parties and the laws of Ukraine.

5.3. The User hereby undertakes not to download, photograph, sketch, record on video the materials of the Application that are protected by copyright.

5.4. The User of the Application shall not be entitled to make changes, publish, transfer to third parties, participate in sales or assignments, create derivative products or otherwise use part or all of the contents of the Application without the Company's written permission.

5.5. Unless otherwise provided for by the laws of Ukraine, copying, distribution, transfer to third parties, publication or other use for commercial purposes of materials downloaded from the Application is not permitted without the Company's or other legal copyright owner's written permission.

5.6. In case of getting permission to copy, distribute, publish or otherwise use the materials of the Application protected by the laws of Ukraine, such copying, distribution, publication or other use shall be prohibited without notifying of copyright or change or exclusion of the author's name and/or trademark.

## 6. COMPANY'S RIGHTS AND OBLIGATIONS

6.1. The Company shall be entitled to send the information to the User in any manner whatsoever about the Program operation, including posting information and other messages within the Application.

6.2. The Company shall be entitled to edit or delete materials and data if they do not meet the provisions enshrined in the applicable laws of Ukraine and the terms and conditions provided for by this Agreement, and cause damage to the Company or third parties.

6.3. The Company shall be entitled to assign the rights and obligations hereunder to third parties for the purposes of this Agreement without the User's additional consent.

6.4. The Company shall be entitled to collect and use technical data and related information, including, but not limited to, technical data about external devices, as well as about the software of the User's device, system and application. This information is collected periodically and is intended to facilitate the provision of software, technical support and services (if any) to the User related to the Application. The Company shall be entitled to use this information (provided that it is impossible to identify the User) for the purpose of improving its products or provide its services and technologies.

6.5. The Company shall be entitled to change, edit, and delete any Content of the Application at its discretion.

6.6. The Company shall be entitled to send to the User and place in the area limited by the access of the User, advertising and information messages at own discretion.

6.7. In order to improve and increase the stability of the Application operation, the Company shall be entitled to collect, store and process statistical information on the use of the Program by the User.

## 7. LICENSE

7.1. The Company grants the User a non-exclusive right (non-exclusive license) to access and use the Mobile Application for the purposes of executing this Agreement and for the period of the validity hereof on a free of charge basis in the following ways by using mobile devices:

- the right to install (record in the memory of the Mobile Device) one copy of the Program;
- the right to launch the Program exclusively for its use in order to receive services personally by the User.

7.2. The license for the Application is indivisible.

7.3. The license also applies to updates, additions, additional components that may be provided or access thereto may be provided by the Company and its partners or counterparties when using the Application by the User, if the right to use such updates, additions, additional components is not transferred under independent agreements.

7.4. The license is limited to the territory of Ukraine.

7.5. This Agreement does not entitle the User (except as expressly provided for herein) to:

- elements (parts, components) of the Application, including photos, drawings, graphics, animations, sounds and other data / information, and any other Content;
- means of individualization of persons, goods, works, services, including logos, trademarks, service marks, and brand names;
- other IP objects.

## 8. WARRANTIES AND LIABILITY OF THE PARTIES

8.1. Third parties may be involved in the implementation of this Agreement. The User hereby acknowledges that the aforementioned third parties are granted with the same rights as the owner of the rights to the Application.

8.2. The User shall be liable for any actions related to the placement of any Content and other information in the Application, for the transmission or communication to other users and other persons of this information or Content, as well as for any interactions with other persons / Users regarding the Program.

8.3. The User hereby represents and warrants that he will not take any action aimed at harming the owner of the rights to the Application, the Company, cellular mobile operators, rights holders and other persons.

8.4. In case of failure to adhere to the rules of using the Application, the User hereby undertakes to compensate the Company for the damage caused by such actions.

8.5. Unless the User proves otherwise, any actions taken using his login and password shall be deemed to have been committed by the relevant User.

8.5 In case of unauthorized access to the User's login and password or distribution of the login and password, the User shall be obliged to immediately notify the Company in the prescribed manner.

8.6. Recognizing the international nature of the Internet, the User hereby undertakes to comply with all relevant rules and laws relating to the User's actions on the Internet.

8.7. The Company shall not be liable for any errors, omissions, interruptions, deletions, defects, delays in data processing or transmission, communication failures, theft, destruction or unauthorized access to user materials posted in the Application or in any other place.

8.8. The Company shall not be liable for any technical failures or other problems of any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, email service failures or scripts for technical reasons.

8.9. The Company shall not be liable for any damage to the User's computer or another person, mobile devices, any other hardware or software caused or related to the download of materials from the Application or from the links provided in the Application.

8.10. The Company shall not be liable for any viruses in the Application, as well as for the possible consequences of infecting the User's mobile device with viruses or other malicious programs getting on the User's mobile device. The Company provides the Application to the User 'as is' without any additional guarantees.

8.11. The Company shall not be responsible, shall not indemnify or held liable for any damages, including lost profits, moral and other damages, caused to the User or third parties as a result of their use of the Application, the content of the Application or other materials accessed through the Program, or due to the Program operation, as well as in all other cases provided for herein.

8.12. The Company does not guarantee that the Application and its individual elements do not contain errors and function under the User's expectations. Any errors or deficiencies in the Application, which, inter alia, result in the inability to operate the Program on the User's mobile device, is not a reason to exchange, return or repair such a mobile device.

## 9. CONFIDENTIALITY CONDITIONS AND PERSONAL DATA

9.1. The User voluntarily provides the Company and third parties related to the use, support of the Program, personal information, namely: any information provided by the user about himself during registration in the Application or in the process of using the Program, including personal data of the User, as well as information that is automatically transmitted to the Company during the use of the Program using the software installed on the User's device, including IP address, cookie information, information about the User's browser, geo-location data of the User's devices, data on the User's actions, and other data about the User.

9.2. By providing personal data to the Application, the User hereby acknowledges that he does so voluntarily.

9.3. The User hereby agrees to the processing of personal data, including the collection, systematization, accumulation, storage, clarification (update, change), use, distribution, depersonalization, blocking, destruction, and other use of personal data for the purposes as follows:

9.3.1. complying with the terms and conditions provided for by this Agreement and providing the Application services to the User;

9.3.2. receiving messages and personalized information from the Company;

9.3.3. improving the quality of the Application, development of new functionality and services.

9.4 The User hereby warrants that all data provided by him are referred to him and are correct.

9.5. The Company processes users' personal data during the validity period of this Agreement.

9.6. The User hereby agrees to provide personal data to third parties, including providing services to the User, to ensure the functioning of the Program, etc., as well as in other cases not prohibited by the laws of Ukraine.

9.7. The Company stores personal data under the applicable laws of Ukraine.

## 10. FINAL PROVISIONS

10.1. Any issues not regulated by this Agreement shall be resolved under the laws of Ukraine.

10.2. In case of any disputes or disagreements related to the implementation of this Agreement, the User and the Company shall make every effort to resolve them through negotiations between them. If the disputes are not resolved through negotiations, the disputes shall be resolved in a court of general jurisdiction at the Company's registered address in the manner as provided for by the applicable laws of Ukraine.

10.3. This Agreement shall become effective for the User upon installing the Application in the Mobile Device. This Agreement is valid for the User who acceded to it during the term of providing the services by the Company to the User. The Company reserves the right at any time to terminate this Agreement and/or withdraw the offer for organizational, technical, and other reasons, without justification, unilaterally by deleting the Application from the User's mobile device and/or blocking its use by the User, and/or otherwise using automated systems and/or without the use thereof.

10.4. This Agreement has been drawn up in Ukrainian.

10.5. The Company may amend and/or supplement this Agreement at any time during the validity period of the Agreement at its discretion without the need to get the User's consent thereto. The Company shall post all amendments and/or supplements in the relevant section of the Program and they become effective upon the aforesaid posting. The User hereby undertakes to review all the amendments and/or supplements in due time and on his own. In case of any objections, the User shall be entitled to notify thereof within 3 calendar days upon posting amendments and/or supplements to the Agreement. In this case, the Agreement shall be deemed to be terminated by the Parties upon the Company's receipt of such a notice from the User.

10.6. If any provision of this Agreement is deemed invalid, it shall not affect the validity or enforceability of any other provisions provided for by this Agreement.