

Terms of Use

This document (Terms of Use), including the description of Application provided by the Licensor, is a public offer, by virtue of Art. 437 of the Civil Code of the Russian Federation (hereinafter - the Civil Code), which is addressed to the general public and expressed in writing, in accordance with paragraph 2 and 3 of Art. 434 of the Civil Code of Russia.

You accept this public offer by purchasing (downloading) this Application or paying the license fee - whichever comes first.

In the event that You accept this public offer, there is a license agreement between You and the Licensor under conditions of this public offer. If You purchase other services, there is a mixed contract, containing the elements of a license agreement and a service agreement.

Any claims arisen due to ignorance of these conditions will not be accepted or considered.

The User has the right to use Application only when these Terms are met.

The User (You) is a natural person using Application.

Licensor is a legal person, distributing the Application. Distribution of Application among Users is performed by LLC "Refresh". More information on the Licensor at <http://findmykids.org/>

Application is a computer program with a specific functionality. Description of the functionality is at <http://findmykids.org/> .

User's computer is a computer device in the possession and use of the User and/or his children (wards, persons under care), including: smartphone, mobile phone, etc., which are technically capable to reproduce and to start the Application.

1. The subject of the license agreement

1.1. Licensor grants Users the right to use Application on the basis of the ordinary (non-exclusive) license as follows:

- right to reproduce Application on the User's computer in the number of copies sufficient to serve the purpose for using the Application;
- right to use Application as intended.

1.2. The term of the license agreement: from the date of the purchase of Application until uninstall of Application by the User from all User's computers or when the Licensor discontinues Application support, including a certain territory.

1.3. The territory of the license agreement: the entire world.

1.4. The licensor may also provide services related to the Application functionality. The list of these services (in the case of the provision) is contained in the Application.

2. Payment of the license (license fee) and services. Purchase of the Application

2.1. The date of payment of license fee for the right to use the applications and /or services will apply as a date when corresponding full amount arrives at the account of the Licensor or third parties, authorized by Licensor to receive payments.

2.2. If it is required to perform some actions, described in Application and necessary for its functioning, the User must perform these actions.

2.3. User pays the license fee and/or services in the amount specified in Application and within the timeframe defined by the Licensor in the description of Application or in Application. The User must keep records (including electronic), confirming the payment of the right to use Application and other services.

2.4. The licensor may set a free trial period of the Application use for the assessment of the Application by User. Trial period is defined solely by Licensor and can be found (if any) in the description of Application or in Application. Licensor may change trial period unilaterally at any time and without any notice to the User.

2.5. Rights to use Application granted to the User shall be considered transferred to the User when the User downloads Application or pays license fee - whichever comes first. When exclusive rights are protected by technical means, the rights are considered to be transferred to the User by granting him access permitting unprotect such means, for example, by sending the User means of access via e-mail, postal service or SMS.

Rights to use Application granted to the User cannot be transferred back to the Licensor. If the User stops using Application, the license fee is not refundable.

2.6. Licensor may change the amount of the license fee or fee for services at any time, unilaterally and without any notice to the User.

2.7. License fee paid by the User for the right to use Application is not subject to VAT under par. 26 p. 2 of Art. 149 of the Tax Code. Cost of services paid by the User is subject to VAT at the rate of 18%.

3. Special terms, warranties and responsibilities

3.1. Licensor shall not be liable for any damages (direct or indirect) caused to the User due to improper use of the Application.

3.2. Licensor shall be liable under general rules of the Russian Federation, subject to the exceptions provided for in these Terms. In any case, the amount of liability of the Licensor must not exceed the amount paid by the User for license fee.

3.3. Licensor may assign or transfer his rights and obligations, arising from relationships with the User, to third parties, subject to respect the rights and interests of the User.

3.4. User warrants, from the date of the purchase of Application, that he has full legal capacity and powers necessary for the purchase of the Application.

3.5. The relationships of the Licensor and the User are subject to the law of the Russian Federation. All disputes shall be settled by submitting claims. In the event of failure to resolve any dispute using the compliant procedure within 60 calendar days after the claim arises, the Licensor and/or User may apply to the court of the place where the Licensor has his residence.

3.6. User represents and warrants that he purchases Application solely for the purposes for which Application is intended, and that he will not use Application to violate the laws of the Russian Federation or of any other state.

3.7. User represents and warrants that he has no intentions to emulate, decompile, disassemble, decrypt, and upgrade the Application or to perform other actions aimed at revealing the architecture and the logic of the Application. User represents and warrants that he will keep Copyright notices intact.

3.8. Licensor may modify the Application, its functionality, including for the purpose of optimization, customer satisfaction, etc. at any time, unilaterally and without prior notice to Users. Licensor may include in the Application any services, exclude these services, change their order, etc. at any time, unilaterally and without prior notice to Users. Licensor may discontinue Application support at any time.

3.9. Application is provided "as it is" and may contain errors in the code, may not meet the expectations of the User, may not correspond to analogues etc. Licensor shall not be liable to the User for such errors and inconsistency. At the same time, the Licensor take all available financial, organizational and technical measures to make Application work in the most satisfactory way.

3.10. Licensor may change these Terms unilaterally and without any notice to the User.

3.11. Licensor has the right to localize (translate into appropriate language) Application for any territory. He is also free not to do so. The User has no right to claim from the Licensor to localize Application for the territory where the User resides. Available languages are specified in the description of Application or in the Application.

3.12. The launch of Application requires the User's computer with an Android-based operating system, version 4.1 or higher or IOS 9.1 and higher.

The User's computer must have a minimum of 60 Mb of free memory.

3.13. If the Licensor becomes aware that the User uses Application in violation of these Terms or the Russian Federation laws, the Licensor has the right to suspend the use of the Application.

4. Provision of information by the User

4.1. The User provides the information requested by the Application for proper functioning. In the event that the User provides information about his children (wards, persons under care), he acts as their legal representative by virtue of Art. 64 of the Family Code of the Russian Federation and / or Art. 31 of the Civil Code. To provide data on children (wards, persons under care), a special authorization is not required.

4.2. The User is solely responsible for the provision of false information, resulting in an inability of the Licensor to fulfill properly his obligations to the User and / or in failure of Application to perform specified functions.

4.3. Licensor does not verify the data, entered by the User.

4.4. The User grants the Licensor the right to process all provided information in the following ways: collection, recording, systematization, accumulation, storage, clarification (update, change), use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction for the sole purpose – functioning of Application for the purposes of its use.

4.5. By providing the Licensor phone number or email address, the User agrees that Licensor has the right, without any payment, to send on a specified phone number or e-mail promotional information on his products or products of his partners.

4.6. The User agrees to receive the newsletter, relating to Application and its functioning (notifications about new versions, new functionality, additional services, etc.).

Confidentiality

5.1. User agrees to transfer required confidential data for the processing by the Licensor in order to render a basic essence of service by the Licensor in good faith

5.1.1. The data requested from the user by the Licensor:

- Access to statistics for the application using - in order to display these statistics only in the application of confirmed parent
- Access to the use of location - in order to display this information only in the application of confirmed parent
- Access to the microphone - in order to display this record in the application of confirmed parent
- Access to SMS – without the fact of SMS transmission, in order to send an SMS with settings from the user's phone
- Access to the files - for the purpose of avatar installation

5.2. Licensor undertakes to ensure the confidentiality of all data received from the user in accordance with the policies of confidential data of Google users, as well as in accordance with the legislation of the Russian Federation and countries, in which the application is

published, in the field of personal data. To use all the technical means available, including data transfer protocol https

5.3. Licensor undertakes to keep any information, received from the user, without joining it with the information, allowing to identify the user and interpret the data as personal

5.4. Licensor undertakes not to disclose the information, received from the User, with the exception of providing with the information by the Licensor in accordance with the current legislation, as well as agents and third parties acting on the basis of the agreement with the Licensor, in order to perform obligations to the User or for the purpose of clause. 4.5 of these Terms of Use.