

## Attachment 1

### Privacy Policy

#### 1. Terms of use

1.1. These Terms of Use govern your use of access to the FerFit Club and contain the FerFit Club information below. By creating an account or using FerFit, you agree to these terms.

#### 2. Data use policy

2.1. Who can use FerFit.

2.1.1. We are as open as possible and our FerFit club complies with the legal requirements and therefore we want the club to be accessible and safe for everyone. 2.1.2. By registering with the FerFit club, you agree to abide by the club's rules:

2.1.3. You must be at least 14 years old or have reached the minimum age from which FerFit is legally permitted in your country.

2.1.4. Your FerFit Club account must not have been previously disabled by us for legal violations or violations of our policies.

2.1.5. You are not prohibited from receiving any of the components of our FerFit Club under applicable law or from using payment services if you are on a valid banned list.

2.1.6. As a member of the club who receives any benefit from participation in the events of the club, you independently bear the costs (and responsibility) associated with the implementation of the tax obligations of your country.

2.1.7. Program / Service - provides the User with the opportunity to use the content / service "Dietetics", including for a selection of individual nutrition programs, a digital calorie counter, etc.

"Individual programs" in the context of the use of the content / section "Nutrition" means any information relating to an identified or identifiable natural person; an identifiable natural person is a person who can be identified directly or indirectly, in particular by reference to an identifier such as name, identification number, location data, online identifier or one or more factors specific to physical, physiological, genetic, mental, economic, cultural or social belonging of this individual.

2.1.8. User provided data

The Program / Service also records user-supplied data that can be entered while using the application. This applies to the user profile, which consists of the following physical data: Date of birth; height; type of activity (sitting, standing, etc.); the desired result (lose weight, etc.); starting weight; desired weight; sex, etc.

Physical data is recorded based on your consent in accordance with the terms of the Agreement and is used solely to calculate your personal calorie intake. To use the features of the app, you must provide physical data. In particular, it is necessary to indicate the starting weight, target weight, gender, date of birth, height and type of professional activity so that the content / section "Nutrition" can calculate a personal target amount of calories consumed. This data is not visible to third parties.

In addition, when setting up a user account, other data provided by the User is collected and stored.

2.1.9. The FerFit app complies with the Google API Services User Data Policy, including limited use requirements. The link to the [Google API Services](#) User Data Policy is available to all users.

2.2. Prohibited uses of FerFit

The availability and safety of an open club to the public requires compliance with the club rules:

2.2.1. You are not allowed to impersonate other people or provide inaccurate information. (You are not required to publicly disclose your identity at the FerFit Club, but you must provide us with

accurate and up-to-date information (including registration information). In addition, you are not allowed to disclose yourself for someone you are not, and create accounts for others without their express permission.)

2.2.2. You may not attempt to create accounts, collect information or access it in unauthorized ways, in ways that are contrary to the laws of your country.

2.2.3. You may not post other people's private or confidential information or take any action that violates the rights of others, including intellectual property rights. (You can complain about the content or profile of a club member.)

2.2.4. You have no right to use the club in illegal actions that violate the laws of your country.

2.2.5. You may not violate or help violate the Club's Terms and Conditions and our policies, or interfere with or interfere with the normal operation of the club.

2.2.6. You may not attempt to buy, sell or transfer any part of your Club Account (including your username), or request, collect or use other users' credentials or badges.

2.2.7. You may not use the domain name or URL in your Username without our prior written consent.

2.2.8. Permissions You Grant. As part of our agreement, you also give us the permissions necessary to provide the Service.

We do not claim ownership of your content, but you give us a license to use it.

2.2.9. Your rights to your content remain unaffected. We do not claim ownership of your content that you post to or through the Service. Instead, when you post or upload content that is subject to intellectual property rights (such as a photo or video) on or in connection with our Service, or share such content, you hereby grant us a non-exclusive, royalty-free, worldwide licensed to transfer and sublicense to store, use, distribute, modify, launch, copy, publicly perform or display, translate your content and create derivative works based on it (in accordance with your privacy and application settings). You can terminate this license at any time by deleting your content or account. However, the content will still be visible on the Service if you have shared it with other people and they have not removed it. To find out how we use information and how to manage or remove your content, please read this policy.

2.2.10. Permission to use your username, profile photo and information about your relationships and activities in connection with accounts, advertising and Commercial Content.

2.2.11. You give us permission to display your username, profile photo, and information about your activities (such as Likes) or relationships (such as subscriptions) near or in connection with accounts, advertisements, offers or other Commercial Content for which you subscribe to or interact with displayed by us in the **FerFit** Products without paying you any remuneration. For example, we may show that you have liked a sponsored post created by a brand that has paid us to display its ad on **FerFit**. As with actions with other content and subscriptions to other accounts, actions with advertising content and subscriptions to advertising accounts can only be seen by people who you have allowed to see such content or subscriptions. We will also take into account your ad settings. For more information on your ad settings, see "News Feed" - "Publications" - "Show to All".

2.2.12. You agree that we can download and install updates to the Service on your device.

### **3. Additional rights we reserve**

3.1. If you choose a username or similar identification for your account, we reserve the right to change it if we deem it appropriate or necessary (for example, if it infringes someone's intellectual property rights or if you impersonate another user).

3.2. If you use content that is subject to intellectual property rights held by us and provided by us on our Service (for example, when creating or publishing content on **FerFit**, you can add images, designs, videos or sounds we provide to it), we reserve all rights to our content (but not your content).

3.3. You may only use our intellectual property and trademarks where permitted by (and only in accordance with) our Brand Guidelines, or with our prior written permission.

3.4. You must obtain written permission from us, or permission under an open source license, before modifying, creating derivative works, decompiling or otherwise attempting to obtain the source code from us.

#### **4. Removing content and disabling or deleting your account**

4.1. We may remove any content or information you share on the Service if we believe it violates these Terms of Use or our policies (including our **FerFit** Club Guide), or if permitted or required by law.

4.2. We may refuse or immediately stop providing you with the Service in whole or in part (including temporarily or permanently terminating access to your account) in order to protect our community or services or if you create a risk or adverse legal consequences for us, violate these Terms of Use or our rules (including our **FerFit** Club Policy and User Agreement) if you systematically violate the intellectual property rights of others, or if permitted or required by law. If we take action to temporarily or permanently deactivate your account, we will notify you as appropriate.

4.3. If you think that your account was disabled by mistake, or you want to disable or delete your account, please contact Technical Support.

#### **5. Our agreement and what happens if we disagree**

5.1. Your use of music on the Service is also governed by our Music Guidelines, and your use of our APIs is governed by our Club Policy. If you use certain other features or related services, additional terms will be provided to you and become part of our agreement with you. For example, if you are using the payment features, you will need to agree to the Club's Payment Terms. In the event of a conflict between such terms and this agreement, such terms shall prevail.

5.2. If any aspect of this agreement cannot be enforced, the remaining aspects will remain in effect.

5.3. Any amendments or waivers to our agreement must be in writing and signed by us. Failure to enforce any aspect of this agreement will not be considered a waiver.

We reserve all rights not expressly granted to you.

#### **6. Who has rights under this agreement**

6.1. This agreement does not give any rights to third parties.

You are prohibited from assigning your rights or obligations under this agreement without our written consent.

6.2. We have the right to assign our rights and obligations to others. For example, this can happen in the event of a change of ownership (in a merger, acquisition or sale of assets) or by virtue of law.

#### **7. Responsibility**

7.1. During the operation of the service, we cannot guarantee its safety, protection and perfect operation. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PURPOSE, WHICH NORMALLY USED ARE SERVICES OR FOR A PARTICULAR PURPOSE, CLEAN TITLE, AND NON-INFRINGEMENT ON INTELLECTUAL PROPERTY.

7.2. We also do not control the statements and actions of people and others and are not responsible for their (or your) actions and behavior (on and off the Internet) or content (including illegal or

objectionable). In addition, we are not responsible for the services and features offered by other people or companies, even if you access them through our Service.

7.3. Our liability for everything that happens on the Service (also called "liability") is limited to the maximum extent permitted by law. In the event of problems with our Service, we are not able to predict all their possible consequences. You agree that we will not be liable for any lost profits or proceeds, lost information or data, or for indirect, punitive or incidental damages arising out of or in connection with these Terms, even if we were aware of the possibility of them arising. This also applies to our removal of your content, information or account.

7.4. Using the Program / Service in the content / section "Dietetics", the User assumes full responsibility for the incorrect use / incorrect interpretation of the advice, materials and programs provided, taking into account the individual / personal intolerance of their application personally to himself ("Individual programs").

## **8. Dispute Resolution**

In all cases, you agree that the dispute should be resolved exclusively in the Arbitration Court of the city of Tomsk.

## **9. Documents or other Materials submitted on your initiative**

Feedback and other suggestions are important to us, but we can use them without any restrictions or obligations to pay you remuneration for them, and we are not obliged to keep them confidential.

## **10. Updating changes and additions to these Terms**

10.1. We may change our Service and policies, and we may need to amend these Terms to accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you the opportunity to review such changes before they become effective.

10.2. If you then continue to use the Service, you will be bound by the updated Terms. If you do not agree with these Terms or any updated version of the Terms, you can delete your account.

**Date of last revision: March 27, 2023.**

## Appendix 2

### Consent to the processing of personal data

#### 1. The order of joining:

By joining this Agreement and leaving your data in the program: **FerFit** (hereinafter referred to as the **FerFit** service), by filling in the fields of the online application (registration) in the program, questionnaire, personal page or in any other section of the program.

#### 2. User:

- confirms that the personal data specified by him belongs to him personally;
- acknowledges and confirms that he carefully and fully familiarized himself with this Agreement and the conditions for processing his personal data contained therein, indicated by him in the appropriate fields when registering in the program and its further use;
- acknowledges and confirms that all the provisions of this Agreement and the conditions for the processing of his personal data are clear to him;
- agrees to the processing of the personal data provided by the Program in order to register the User on the Program, gain access to the Program and additional functionality of the **FerFit** Program;
- agrees with the terms of personal data processing without any reservations and restrictions.

#### 3. User:

3.1. Gives his consent to the processing of his personal data, namely the commission of actions provided for in paragraph 3 of part 1 of Art. 3 of the Federal Law of 27.07.2006 N 152-FZ "On Personal Data", and confirms that, giving such consent, he acts freely, of his own free will and in his own interest.

3.2. The User's consent to the processing of personal data is specific, informed and conscientious.

3.3. This User's consent applies to the processing of the following personal data:

- Full Name;
- place of stay, residence (city, region);
- phone numbers;
- email addresses (E-mail);
- Date of Birth;
- data of payment cards (other payment methods);
- education;
- marital status;
- weight;
- height;
- age;
- body type;
- information about sports activities;
- information about pregnancy and childbirth;
- other information characterizing and relating to a person;

3.4. Sharing data with third parties:

The Program / Service also records and stores data that is provided by third-party providers based on your consent in accordance with the clauses of this Agreement and transfers the corresponding data to third-party providers. This applies to the following providers and data: Google Fit, Apple

Health, Samsung Health - various fitness, nutrition and physical condition data, user's current weight and recording time, amount of water consumed during the day, time, duration, type, calorie consumption, distance, number of steps from workouts that the user recorded using the Program / Service, total activity level (calorie consumption), duration of activities, number of steps per day, user's weight and recording time, time, duration, type, calorie consumption, distance, the number of workout steps that the user recorded using the Program / Service.

#### **4. The user grants**

4.1. The user grants the **FerFit** service the right to carry out the following actions (operations) with personal data:

- collection and accumulation;
- storage during the reporting retention periods established by regulatory documents, but not less than three years, from the date of termination of the use of services by the Program by the User
- clarification (update, change);
- use for the purpose of registering the User in the Program; for a more comfortable use of the Program by the User;
- destruction;
- transfer at the request of the court, incl. third parties, in compliance with measures to ensure the protection of personal data from unauthorized access.

4.2. This consent is valid indefinitely from the moment the data is provided and can be revoked by you by submitting an application to the administration of the Program indicating the data specified in Art. 14 of the Law "On Personal Data".

#### **5. Withdrawal of consent**

5.1. Withdrawal of consent to the processing of personal data can be carried out by sending an appropriate order by the User in a simple written form to the e-mail address **info@FerFit.club**

5.1.1. The Program is not responsible for the use (both legal and illegal) by third parties of the information posted by the User in the Program, including its reproduction and distribution, carried out in all possible ways.

5.2. The program has the right to make changes to this Agreement. When changes are made in the current edition, the date of the last update is indicated. The new version of the Agreement comes into force from the moment it is posted, unless otherwise provided by the new version of the Agreement.

5.3. The material and procedural law of the Russian Federation shall apply to this Agreement and the relationship between the user and the Program arising in connection with the application of the Agreement.

#### **6. Processing of personal data**

6.1. The processing of the User's personal data is carried out in accordance with the legislation of the Russian Federation.

6.2. The Program Administration processes the User's personal data in order to provide the User with access to the use of the Program's functionality, including for the purpose of receiving targeted advertising by the User; verification, research and analysis of such data, allowing to maintain and improve the functionality and sections of the Program, as well as to develop new functionality and sections of the Program. The Administration of the Program takes all necessary measures to protect the User's personal data from unauthorized access, modification, disclosure or destruction. The Administration provides access to the User's personal data only to those employees, contractors and agents of the Administration who need this information to ensure the functioning of the Program and provide the User with access to its use. The Program

Administration has the right to use the information provided by the User, including personal data, as well as transfer it to third parties in order to ensure compliance with the requirements of the current legislation of the Russian Federation, to protect the rights and interests of Users, the Program Administration, third parties (including in order to identify, verification / investigation and / or suppression of illegal actions). The disclosure of the information provided by the User can be made only in accordance with the current legislation of the Russian Federation at the request of the court, law enforcement agencies, as well as in other cases stipulated by the legislation of the Russian Federation. Since the Program Administration processes the User's personal data in order to comply with these Rules, by virtue of the provisions of the legislation on personal data, the User's consent to the processing of his personal data is not required.

**Edition of the agreement dated March 27, 2023.**

## **Appendix 3**

### **Music Guide**

- 1.** These additional terms apply if you post or share videos or other content containing music on any **FerFit** products.
- 2.** You are responsible for the content you post.
- 3.** People use our Products to share content with their family and friends. Remember that you are solely responsible for the content you post, including the music that appears in that content. Nothing in these terms constitutes any permission on our part for any use of music in any of our Products.
- 4.** The use of music for commercial or non-personal purposes, in particular, is prohibited unless you have received the appropriate licenses (permits).
- 5.** You cannot use video in our products to create listening to music.
- 6.** We want you to be able to enjoy videos posted by family and friends. However, if you use videos in our Products to create listening to music for yourself or for others, your videos may be blocked and your page, profile or group may be deleted.
- 7.** Unauthorized content can be removed.
- 8.** If you post content that contains music owned by someone else, your content may be blocked or viewed by the respective copyright holder and removed if your use of that music is not properly authorized.
- 9.** You may not be able to post or view videos with music anywhere in the world.
- 10.** We want you to be able to share videos with your family and friends wherever they are, but any music in your video, if allowed at all, may not be available in all countries of the world.

**Edition of musical recommendations dated March 27, 2023.**

## Appendix 4

### License agreement

License agreement for the use of the "FerFit" program for mobile devices.

Before using the program, please read the terms of the following license agreement.

Any use of the program by you means your full and unconditional acceptance of the terms of this license agreement.

If you do not accept the terms of the license agreement in full, you are not entitled to use the program for any purpose.

#### 1. General Provisions

1.1. This License Agreement (hereinafter referred to as the "License") establishes the terms of use of the FerFit software for mobile devices (hereinafter referred to as the Program) and is concluded between any person using the Program (hereinafter referred to as the User) and FERFIT LLC, which is the copyright holder the exclusive right to the Program (hereinafter referred to as the "Copyright Holder").

1.2. By copying the Program, installing it on your mobile device or using the Program in any way, the User expresses his full and unconditional acceptance of all the terms of the License.

1.3. Use of the Program is permitted only under the terms of this License. If the User does not accept the terms of the License in full, the User has no right to use the Program for any purpose. The use of the Program in violation (non-fulfillment) of any of the terms of the License is prohibited.

1.4. The use of the Program by the User under the terms of this License for personal non-commercial purposes is free of charge. Use of the Program on terms and in ways not provided for by this License is possible only on the basis of a separate agreement with the Copyright Holder.

1.5. The use of the Program is governed by this License, as well as by the documents of FERFIT LLC (PSRN: 120700002220, INN: 7017471392, KPP: 701701001):

"User Agreement of the Program (Service)" FerFit "posted in the Program,

"The license agreement for the use of the FerFit program posted in the Program,

"The privacy policy of the FerFit program posted in the Program.

"Consent to the processing of personal data of the user" FerFit "posted in the Program.

This License can be changed by the Copyright Holder, and the specified documents (including any of their parts) can be changed by FERFIT LLC, without any special notification, the new version of the documents comes into force from the moment of their publication, unless otherwise provided by editors.

1.6. This License and all relations associated with the use of the Program are subject to the law of the Russian Federation and any claims or claims arising from this License or the use of the Program must be filed and considered in court at the location of the Copyright Holder.

1.7. The Copyright Holder and the User have hereby agreed that, within the framework of the Program, they mutually recognize electronic documents signed with a simple electronic signature, equivalent to paper documents signed with a handwritten signature.

1.7.1. The program, among other things, is an information system, the operator of which is the Copyright Holder.

1.7.2. To sign an electronic document with an electronic signature within the framework of the Program, the User uses authorization in the Program using, depending on the choice of the User: numeric, alphabetic, symbolic or combined codes, generated by the User, specified by the User during registration (authorization) in the Program, which must be entered into a special field in the Program, namely the login and password;

Such codes, logins and passwords are the key of the electronic signature.

1.7.3. The user is obliged to maintain confidentiality with respect to electronic signature keys.

1.7.4. The Parties acknowledge that all electronic documents generated, used and sent to the Copyright Holder by the User through the functions of the Program within one session (as long as the user is authorized in the Program) are thus signed by the User's electronic signature. The signing of documents in the Program can occur, among other things, by putting down a special symbol (checkmark) by the User within one session in front of the corresponding document (link to the document).

1.7.5. The parties agreed that all actions and electronic documents made and sent to the Copyright Holder using the User's electronic signature key are considered made and sent by the User.

1.8. The Rightholder may provide the User with a translation of this License from Russian into other languages, however, in the event of a conflict between the terms of the License in Russian and its translation, only the Russian version of the License has legal force.

## **2. Rights to the Program**

2.1. The exclusive right to the Program belongs to the Copyright Holder.

## **3. License**

3.1. The rightholder gratis, on the terms of a simple (non-exclusive) license, grants the User a non-transferable right to use the Program on the territory of all countries of the world in the following ways:

3.1.1. Use the Program for its direct functional purpose, in order to copy it and install (reproduce) it on the User's mobile device (s). The User has the right to install the Program on an unlimited number of mobile devices. When installed on a mobile device, each copy of the Program is assigned an individual number, which is automatically reported to the Copyright Holder.

3.1.2. Distribute the Program for non-commercial purposes (free of charge).

## **4. Limitations**

4.1. With the exception of use in the volumes and in the ways expressly provided for by this License or the legislation of the Russian Federation, the User has no right to modify, decompile, disassemble, decrypt and perform other actions with the object code and source code of the Program in order to obtain information about the implementation of the algorithms used in To the Program, to create derivative works using the Program, as well as to carry out (authorize) other use of the Program, any components of the Program stored by the Program on the User's mobile device of cartographic materials, other images and other data, without the written consent of the Copyright Holder.

4.2. The User does not have the right to reproduce and distribute the Program for commercial purposes (including for a fee), including as part of collections of software products, without the written consent of the Copyright Holder.

4.3. The User has no right to distribute the Program in a form different from the one in which he received it, without the written consent of the Copyright Holder.

4.4. The program must be used (including distributed) under the name: "FerFit". The user has no right to change and / or delete the name of the Program, copyright notice or other indications of the Copyright Holder.

## **5. Terms of use of individual functions of the Program**

5.1. Some functions of the Program are only possible if you have access to the Internet. The user independently receives and pays for such access on the terms and at the rates of his telecom operator or Internet access provider.

5.2. The Program provides the User with the opportunity to contact the partners of the Copyright Holder for paid medical consultations or other services, including "Information Services", to get acquainted with the information (hereinafter - the "Data") posted by other partners of the Copyright Holder, as well as to take other actions provided by explicit functions of the Program.

The "partner of the Copyright Holder" (with the exception of "other partners of the Copyright Holder) in this section also means the Copyright Holder in cases where the Consultations and / or Information Services are provided directly by the Copyright Holder.

5.3. When using the function of the Program for shooting and saving images (and other documentation), such images are stored only on the User's device and are not transferred to the Copyright Holder. At the same time, the User understands that, depending on the settings of the operating system of the User's device, all images saved to the device can be sent to the servers of the respective operating system copyright holders for backup under the terms of the relevant agreements. The Rightholder is not responsible for the setting by the User of the operating system of the User's device, under which such a backup is carried out.

5.4. The program provides the User with the functionality to contact the partners of the Copyright Holder for paid consultations or services, on the following conditions:

5.4.1. Consultations and / or Information services are provided by partners for a fee. The price is determined according to the tariffs, which, among other things, can be brought by the partner of the Copyright Holder to the User through the Program.

5.4.2. Consultations are provided to the User in accordance with the contract for the provision of paid services concluded between the partner of the Copyright Holder and the User. The text of the agreement is brought to the attention of the User before the User applies for a Consultation from the partner of the Copyright Holder.

5.4.3. Information services are provided to the User in accordance with the contract for the provision of paid information services concluded between the partner of the Copyright Holder and the User. The text of the agreement is brought to the attention of the User before the User applies for the Information service from the partner of the Copyright Holder.

5.4.4. Consultations and / or Information services are provided by the Rightholder's partner indicated on the corresponding screen of the Program and / or in the relevant agreements (paid services, paid information services) concluded between the Rightholder's partner and the User.

5.4.5. The copyright holder is not a paying agent in accordance with Russian law.

5.4.6. The User pays for the Consultations and / or Information Services by the bank card specified in the Program interface (hereinafter referred to as the "Linked Card"). For the purposes of this License, any bank card linked in the Program interface or in the User's account on the services (including mobile applications) of **FERFIT LLC** (its affiliates) (including linked during authorization in the Program, before authorization in the Program, or after ) is considered a Linked Card. The Copyright Holder has the right to write off the amount that is the cost of the Services, including Information Services, from any Linked Card.

The procedure for using other services of the Copyright Holder, **FERFIT LLC** and its affiliates, programs for mobile devices of **FERFIT LLC** and its affiliates is governed by the rules of such services and programs of the Copyright Holder, **FERFIT LLC** and its affiliates.

To confirm the validity of the Linked Card, an amount of up to 10 rubles can be debited (blocked), which, in the event of a successful transaction, is returned to the User. An unsuccessful attempt to write off the specified amount means the impossibility of adding this Linked Card and / or the inaccessibility of the cashless payment function, respectively.

5.4.7. Payment for Consultations, Services and / or Information Services can also be made by the User (if the appropriate function is available to the User) using third-party services that support integration with the Program and settlement participants and provide authorization of the User's payment without transferring information about the Linked Card to the Copyright Holder. The

procedure for using the services of third parties specified in this clause is governed by the rules of such third party services.

The Copyright Holder is not responsible for the User's use of third-party services and does not guarantee the correctness and safety of such third-party services.

5.4.8. When paying for Consultations and / or Information services, it is possible to carry out both one transaction for the full cost of the Consultations and / or Information services, and several transactions for separate parts of the cost of the Consultations and / or Information services.

5.5. The functionality of the Program for displaying the history of some actions of the User in the Program provides the User with the ability to:

viewing various information provided by the functionality of the Program.

5.6. The User gives the Rightholder consent to the processing of the User's personal information, as this term is defined in the Privacy Policy, the Processing of the User's personal data, by the Rightholder for the purpose of providing the functionality of the Program, to the processing and transfer of the User's personal information by the Rightholder to the partners of the Rightholder who provide the User with services for further processing of such information in order to provide the User with the functionality of the Program; as well as the partners of the Copyright Holder providing the User with Consultations and / or Information Services, and their authorized representatives for further processing such information in order to provide the User with the functionality of receiving Consultations and / or Information Services by the User from such partners of the Copyright Holder. The copyright holder transfers only the personal information of the User that is necessary for the specified purposes. The processing of the User's personal information by the Copyright Holder, as well as other information uploaded, transmitted and provided by the User through the Program, is carried out under the terms of the Privacy Policy, insofar as it does not contradict this License.

The provisions of this clause in relation to the processing of personal and other information of the User by the Copyright Holder apply to materials and information received or transmitted by the User in the process of using the Program and its functions.

5.7. The User is hereby notified, understands and agrees that when using the Program for the purpose of providing the User with the functionality of the Program, the Rightholder is automatically anonymously transmitted the following information: the type of the operating system of the User's mobile device, the version and identifier of the Program, statistics on the use of the functions of the Program, data on the location of the device User, as well as other technical information.

5.8. The User agrees that the reviews (comments, ratings) posted in the Program can be published and used by the Copyright Holder and **FERFIT LLC** (each separately), including in other services and applications of the Copyright Holder and **FERFIT LLC**, in advertising or marketing materials posted on the resources of the Copyright Holder and **FERFIT LLC** on the Internet, as well as on other resources and sites on the Internet, to attract the attention of other users to the Program as a whole or to other applications and services of the Copyright Holder and **FERFIT LLC**, goods, works and services of third parties, as indicating the author of the review (comment, rating) (as the name of the author, the name (login, pseudonym) of the User, which he indicated during registration or in the settings of his data in the corresponding section of the Program, will be indicated), and without this, without the obligation to provide reports on the use of such reviews (comments, ratings), without the need to obtain special permission User and without payment of royalties, on the territory of the whole world without a time limit, with the right of the Copyright Holder and **FERFIT LLC** to make changes (abbreviations, additions) to reviews (comments, assessments), provide them with illustrations (preface, afterword, comments or whatever whatever explanations), used in conjunction with the results of intellectual activity of any persons, regardless of the artistic value of such results, in any sequence, as well as with the right of the Copyright Holder and **FERFIT LLC** to grant the specified rights to use such reviews (comments, ratings) to third parties. At the same time, the User acknowledges and agrees that the Copyright Holder and **FERFIT LLC** are not obliged to view such reviews (comments, ratings), and their use in the

specified ways for the specified purposes can be carried out automatically by means of software. If the User is not entitled to grant the Copyright Holder and **FERFIT LLC** the right to use any feedback (comment, assessment) in this way, he must refrain from posting such a response (comment, assessment). The user is responsible for the accuracy of the information contained in the reviews left by him (comments, ratings). This clause applies to all, including previously left, reviews (comments, ratings) in the Program.

The User realizes and understands that by leaving reviews (comments, ratings) in the Program, the User thereby makes them publicly available.

5.9. By using the Program, the User agrees to receive informational messages, including in the form of push notifications. The User has the right to refuse to receive informational messages by using the appropriate functionality of the Program or the operating system of the User's device, or by contacting the technical support service.

5.10. In cases stipulated by the current legislation, when making payments for Consultations and / or Information services using the Program, the cashier's receipt is sent to the subscriber number specified by the User in the Program in the form of push notifications, and is available to the User in the Program by clicking on such a notification (provided that the User has not turned off the receipt of notifications for the Program).

## **6. Liability under the License**

6.1. The program is provided on an "as is" basis. The Rightholder does not provide any guarantees regarding the error-free and uninterrupted operation of the Program or its individual components and / or functions, the compliance of the Program with the specific goals of the User, does not guarantee the reliability, accuracy, completeness and timeliness of the Data available to the User through the Program, and does not provide any other guarantees not expressly specified in this License.

6.2. The Copyright Holder is not responsible for any direct or indirect consequences of any use or inability to use the Program (including Data) and / or losses caused to the User and / or third parties as a result of any use, non-use or inability to use the Program (including Data) or its individual components and / or functions, including due to possible errors or failures in their work, except for cases expressly provided for by law. In this case, in any case, the liability of the Copyright Holder under this License is limited to the amount of real damage caused to the User.

6.3. The Rightholder provides informational interaction between the User and the partners of the Rightholder, is not a representative of the Rightholder's partners, and therefore does not guarantee that the User will receive Consultations and / or Information services and the quality of such services.

6.4. The Rightholder is not responsible for the correctness of the data entered by the User when using the Program, for the content, correctness and / or relevance of the Data, as well as for losses caused to the User as a result of the provision of such Data and the receipt by the User of Consultations and / or Information services from the partners of the Rightholder.

6.5. All questions and claims related to the use / inability to use the Program or Data, as well as a possible violation by the Program or Data of legislation and / or the rights of third parties, should be sent through the feedback form or to [info@FerFit.club](mailto:info@FerFit.club)

## **7. Updates / new versions of the Program**

7.1. This License applies to all subsequent updates / new versions of the Program. By agreeing to install an update / new version of the Program, the User accepts the terms of this License for the corresponding updates / new versions of the Program, unless the update / installation of a new version of the Program is accompanied by another license agreement.

## **8. Changes to the terms of this License**

8.1. This License can be changed by the Copyright Holder unilaterally. These changes in the terms of the License come into force from the date of their publication, unless otherwise specified in the relevant publication.

**FERFIT LLC**, 634021, TOMSKAYA REGION, TOMSK CITY, CHKALOVA STREET, BUILDING 14, APT 10, PSRN: 1207000002220, OGRN assignment date: 19.02.2020, INN: 7017471392, KPP: 701701001

**The date of the last revision of the document is March 27, 2023.**

## Appendix 5

### Community Payment Terms

If you are under 18 (eighteen) years of age, you may only use the payment processing features of **FerFit** Products under the supervision of a parent or guardian. Make sure that you and your parent or guardian have read the Terms of Payment and other terms of use of the **FerFit** Program (Service) and understand your rights and obligations.

You should carefully read the full text of these Community Terms of Payments ("Terms of Payments") to understand your rights and responsibilities, and ours.

By making payments with **FerFit** Products, you agree that we may use electronic communications to communicate important information about your payments or your account to you.

We are committed to protecting the confidentiality of your financial information. Please read our Privacy Policy carefully to learn more about what information we share, what we do not disclose, and how we protect your data.

Payment acceptance operator - any platform, any payment acceptance aggregator operating in accordance with applicable law and having its own rules. The payment acceptance operator withholds commissions, interest and other payments from the funds that the User transfers using such a platform or a payment aggregator to the **FerFit** Program (Service).

#### 1. Making payments

1.1.1. Payment data. When making a payment in **FerFit** Products, you agree to provide us with valid payment details. Once your payment details have been successfully added, we will allow you to initiate transactions using the payment processing functions of the **FerFit** Products.

1.1.2. Prices. Please review the transaction details carefully as the total cost may include taxes, fees and shipping charges that you will be required to pay. Which are individual and depend on the conditions of the Operator of receiving payments.

1.1.3. Additional terms. Before confirming a transaction, you may be presented with additional terms related to a specific payment (for example, terms of delivery for physical goods). These additional terms also govern such a transaction.

1.1.4. Subscriptions. If you purchase an app subscription or one of the app's features, we will immediately invoice your payment information and then we will invoice at the beginning of each subscription period. The following terms apply to subscriptions purchased using the payment features of **FerFit** Products:

1.1.4.1. If a free trial is offered and you do not cancel your subscription during that period, you will be billed at the end of the free trial and at the beginning of each subsequent subscription period.

1.1.4.2. You can unsubscribe at any time from your Account Settings page.

If you cancel your subscription, you will still have access to the app or feature you subscribed to until the end of the subscription period.

1.1.4.3 If an app or feature you subscribed to becomes unavailable during your subscription, no invoice will be issued at the beginning of the next subscription period.

1.1.4.4. When using the Program / Service, the User has the right to use a paid Subscription for commercial accounts / services of the Program / Service, at his discretion - send / pay / transfer funds to such an account or pay for other services using the Program / Service.

1.1.5. Donations. If you donate to a charitable organization at **FerFit** Products or to a person using those provided by **FerFit**.

1.1.6. Functions for raising and collecting funds for personal needs, the following conditions apply:

1.1.6.1. If you donate to a charitable organization, you acknowledge that you are donating that amount as a charitable donation and will not receive any goods or services in return. As different regions and countries have different tax laws, please consult a tax professional regarding the possibility of a tax deduction for such a donation.

1.1.6.2. We reserve the right not to pay payments to charities or people who do not comply with our terms and conditions and policies, including our Charitable Donation Terms and our Personal Donation Collection Guidelines. If we refuse to pay the payment to the named recipient, you will be eligible for a refund.

1.1.7. No Warranties. You acknowledge that any goods or services you purchase are being sold by sellers and not by us. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, IN RESPECT OF ANY GOODS OR SERVICES SOLD IN THE **FerFit** PRODUCTS.

## **2. Methods of payment**

2.1. Payment data. For your convenience, we enable you to transact using a variety of different funding sources such as credit and debit cards and other payment methods.

2.2. Powers. By submitting your payment information to us, you confirm that you have the right to use it. When you make a payment, you give us (and our special payment systems, the Payment Acceptance Operator) permission to debit the full amount from the payment information that you provide for the transaction. You also give us permission to collect and store payment information along with other transactional information. In addition, we may use certain services for updating payment card details, the availability of which depends on the issuer, so that the information we store about payment data is always up-to-date.

2.3. Authorization. If you pay by credit or debit card, we may obtain pre-approval from your card issuer for an amount that may equal the full value of the payment. Funds will be debited from your card at the time of initiation of the payment or shortly thereafter. If you cancel the transaction before its completion, the top-up amount may not be refunded to you immediately due to the need to obtain the approval mentioned above.

2.4. Failed payments. If the operation of debiting funds leads to an overdraft or other bank charges from you, you are independently responsible for these obligations to the bank.

2.5. Incompatibility. At some point, you may face a situation where your preferred payment method will not be supported by the Operator of payment acceptance, any application or function; however, you can choose a different payment instrument (for example, a credit or debit card or other payment).

2.6. Conditions for participation in a sports marathon:

- The user has the right to independently draw up a plan for participation in the marathon (training program).
- The user has the right to draw up a plan for participation in the marathon (training program) using the services of a trainer, according to the individual conditions of each trainer.
- In the future, the marathon participant independently chooses the time, date and place of participation in the marathon (according to the capabilities of the **FerFit** program), with fixing these indicators in the **FerFit** program before the start of the marathon.
- The participant strictly follows the marathon program, in order to receive a part of the prize fund, according to the achieved results of the marathon.
- A participant applying for a part of the prize fund must strictly fulfill his program of participation in the marathon.
- The distribution of the prize fund is carried out only among the winners of the marathon, in proportion to the costs incurred by all participants in the marathon, i.e. - in proportion to the total amount of the prize fund of the sports marathon and may exceed the amount of the entry fee of one participant.
- By participating in sports marathons, the participants have familiarized themselves with and accept the terms of payment services and their commissions;

### **3. Action we can take**

3.1. Actions are solely at our discretion. We may deny you the right to make payments in the FerFit Products at any time in our sole discretion.

3.2. Requests. By using the payment processing features of the FerFit Products, you agree that we have the right, directly or through third parties, to make any inquiries regarding your identity and ability to pay as we deem necessary.

3.3. Our right to cancel the transaction. We may cancel any transaction if it appears to us that it violates these Terms of Payment or User Agreement, or that such cancellation could prevent financial loss. In addition, we have the right to invalidate any Advertiser Balance accumulated, transferred, assigned or sold as a result of fraudulent or illegal activities.

3.4. Payment restrictions. In order to avoid financial losses that you or we may suffer, we have the right to delay the payment for some time, restrict the use of payment information for a transaction or the ability to make a payment, or deactivate your account.

3.5. Transfer of information. In order to avoid financial losses that you or we may suffer, we have the right to contact the issuer or source of your payment information, law enforcement authorities or interested third parties (including other users) and exchange information with them about any payments related to you, if we proceed on the assumption that this will prevent financial loss or violation of the law.

3.6. Ownerless property. If, within the time period established by the governing body of your region, country or other governing body in the law on ownerless property, you do not use the funds in your Advertiser Balance or delete your account, but at the same time leave the Advertiser Balance, or we deactivate your account and you do not comply with the requirements that must be met for its recovery, within 6 (six) months, then we have the right to use your Balance at our discretion.

### **4. Disputes and agreements**

4.1. Customer support. With this in mind, in our Help section, we provide you with a variety of tools to contact third parties in order to resolve disputes over payment transactions.

4.2. Disclaimer for transactions in connection with which payments are made. In the event of a dispute about goods or services purchased by you through transactions with third parties, or about donations made by you, we are not responsible for the specified goods or services that are the subject of such a transaction, as well as for the use of your donation by a third party. We are solely responsible for processing your payment transaction. All payments are final unless otherwise required by law. If a product or service you ordered becomes unavailable before you receive it, you have the right to demand a refund.

4.3. Obligation to Notify FerFit. If you suspect that an unauthorized or other improper transaction has been performed under your account, you must immediately notify us to prevent financial losses. If you miss the 5-day period for sending a notification or complaint from the date of debiting of funds, we have the right to refuse to consider any claims against us in connection with certain operations in full and within the limits permitted by applicable law.

4.4. The right to enter into disputes. We have the right to enter into payment disputes between you and the developers, but this is not our responsibility.

Technical difficulties. If you are unable to make a payment due to technical problems or service interruptions, you can send a request for its execution no earlier than 72 hours.

### **5. Notices and Changes to these Terms of Payment**

5.1. Notifications to you. By using the payment processing features of the FerFit Products, you agree that we may use electronic communications to communicate important information about your payments or your account to you. We also have the right to send you notices by posting on

our site or sending to your email address or regular mailing address previously communicated to us.

5.2. Site and email notifications are deemed to have been received by you 24 hours after posting or sending; notifications by mail are considered received after 3 (three) days from the date of their sending.

Notices to us. Unless otherwise stated, you must send us notices regarding payment processing in FerFit Products and these Payment Terms at [info@FerFit.club](mailto:info@FerFit.club)

5.3. General Provisions for Changes to the Terms. We may make changes to the Payment Terms at any time and without notice to the extent required by law. Each transaction is governed by the version of the Terms of Payment in effect at the time you confirm such a transaction.

## **6. Customer Complaints**

6.1. The following provisions apply only to users of the FerFit Payments service:

6.1.1. For unresolved issues, you can file a complaint online at <https://FerFit.club>.

**Date of last revision: March 27, 2023**

## Cookies Policy

A browser cookie is a small piece of data that is stored on your device and helps in storing information about you on websites and mobile applications. Other technologies, including web storage and identifiers associated with your device, can be used for similar purposes. In this policy, we use the word "cookie" to describe all of these technologies.

Our Privacy Policy explains how we collect and use information from and about you while using the services and certain other services. This policy explains to a greater extent how we use cookies, as well as the choice of settings.

### 1. How we use cookies

Like most online service providers, **FerFit** uses cookies, including those provided by third parties, for a variety of reasons, such as to protect your data and your **FerFit** account, which helps us understand which features are the most popular, count the number of page visits, improve our experience. users, maintain the security of our services, and generally offer you a better, more intuitive and satisfying experience. The cookies we use can mainly be divided into the following categories.

Categories of cookies	Why we use these cookies
Necessary	We use these cookies to keep the site running and to detect and prevent security threats. For example, we may use these cookies to store information about your session and to prevent others from changing your password without your username and password.
Settings	We use these cookies to remember your settings and preferences and to make your stay on our site more enjoyable. For example, with their help we can fix the language of your choice.
Optimization	We use these cookies to collect information about how you use our site, monitor the site, improve its performance, improve the services we provide and make your stay on the site more enjoyable. For example, with their help, we can learn more about which features are popular and which ones need to be improved.
Marketing	We use these cookies to serve ads, to ensure that they are relevant and useful to consumers, and to track the effectiveness of our advertising campaigns both within our services and on other websites or mobile applications. Our third party advertising partners may use these cookies to profile your interests and deliver relevant advertisements on other sites.

### 2. Analytical and advertising services provided by third parties

We may allow other companies to use cookies on our services. These companies may collect information about the way you use our services and combine it with similar data received from other services and companies. Such information may be used, among other things, to track and analyze data, measure the popularity of certain content, and better understand your online activities.

In addition, some entities, including our subsidiaries, may use information collected through our services to prevent fraud or other unauthorized or illegal activities, as well as to measure the effectiveness of advertising messages and optimize personalized advertising provided on our behalf or on behalf of other companies, including on third party websites and applications.

### 3. Provided by us

We may collect information about your activity on third party services that use the cookies we provide. We use this information to improve the performance of our advertising services, including measuring the effectiveness of advertising messages and optimizing personalized ads. For more information on [FerFit](#) ads and how we manage the information used to create personalized ads, please visit our page.

#### **4. Your choice**

Your browser may provide you with the option to opt out of some or all of the cookies in your browser. You will also be able to delete cookies from your browser. For more information on how to work with cookies in your browser, follow the instructions of your browser.

#### **5. Cookies in the browser**

Your browser may provide you with the option to opt out of some or all of the cookies in your browser. You will also be able to delete cookies from your browser. For more information on how to work with cookies in your browser, follow the instructions of your browser.

#### **6. Mobile device identifiers**

The operating system on your mobile device may have the option to disable certain device identifiers used for personalized advertising. Refer to your mobile device manufacturer's instructions; this information is usually found in the "Settings" section of your mobile device. And of course, if your mobile device allows you to uninstall apps, you can always stop collecting your information by uninstalling the [FerFit app](#).

#### **7. Change settings**

You can also block certain cookies by changing your settings on our sites.

**Date of last revision: March 27, 2023**