

# **USER AGREEMENT FOR THE USE OF THE PROGRAM (SERVICE)**

## **FerFit**

### **1. GENERAL PROVISIONS**

- 1.1. This User Agreement (hereinafter referred to as the Agreement) refers to the **FerFit** Program (Service).
- 1.2. The program (Service) "**FerFit**" (hereinafter - "**FerFit**") is the property of the Limited Liability Company "**FERFIT**".
- 1.3. This Agreement governs the relationship between the Administration of the Program (Service) "**FerFit**" (hereinafter - the Administration of **FerFit**) and the User of this Program, Service.
- 1.4. The service administration reserves the right to change, add or delete clauses of this Agreement at any time without notifying the User.
- 1.5. Continued use of the Program, service by the User means acceptance of the Agreement and the changes made to this Agreement.
- 1.6. The user is personally responsible for checking this Agreement for changes in it.

### **2. DEFINITIONS OF TERMS**

- 2.1. The terms listed below have the following meanings for the purposes of this Agreement:
  - 2.1.1 "**FerFit**" is a sports and digital space that carries out its activities through the Program (Service) and related services.  
"**FerFit**" - a program, service, club, - uniting athletes (amateurs, professionals) of different directions, sports, different age, gender, race, ethnic and other origin, regardless of location, place of registration (residence), where each a participant can freely communicate with an unlimited number of other participants, motivate himself to systematic (constant) engagement in various sports that improve the general physical and psychological state of each participant (group of participants).
  - 2.1.2. "**FerFit**" - a program, service, club containing information about Products, Sellers, Sports Complexes, Sports competitions, - allowing you to make a choice, order and (or) purchase of Goods, Services.
  - 2.1.3. Administration of the Program (Service) - employees authorized to manage the program, acting on behalf of FERFIT LLC.
  - 2.1.4. User (Participants) of the Program (Service) (hereinafter referred to as the User) is a person who is registered and has access to the Program via the Internet and uses his / her identification data.
  - 2.1.5. The content of the Program (Service) (hereinafter referred to as the Content) - the protected results of intellectual activity, including the texts of literary works, their titles, forewords, annotations, articles, illustrations, covers, musical works with or without text, graphic, text, photographic, derivatives, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, selection, coordination, appearance, general style and location of this Content included in the Program and others intellectual property objects collectively and / or separately contained in the Program.
  - 2.1.6. "Conference Room" - communication of a person, a group of persons through audio, video messages using the Program / Service.

### **3. SUBJECT OF THE AGREEMENT**

- 3.1. The subject of this Agreement is to provide the User of the Program (Service) with access for social communication, posting their data for such communication, placing media-text files, placing the Products and services in the program.

Funds transferred by Users to their accounts in the Program (Service) through Payment Systems and further distribution between Users (participants) of the FerFit program are made on a voluntary basis, are not bets, but are self-motivating, voluntary, social and material support, for unlimited the number of Users involved in sports, or the entry fee for participating in mass sports (individual) events.

3.1.1. The program provides the User with the following types of services (services):

- access to electronic content free of charge, with the right to view and fill content;
- access to the search and navigation tools of the Program;
- providing the User with the possibility of posting messages, comments, reviews of the Users, rating the content of the Program (Service);
- access to information about the Products and to information about the purchase of Products;
- access to the content / service "Dietetics", with the possibility of selecting individual nutritional conditions, and the selection of individual nutrition programs using the Program / Service;
- other types of services (services) sold on the pages of the Program, including paid services (services).

3.1.2. This Agreement covers all existing (actually functioning) services (services) of the Program at the moment, as well as any subsequent modifications and additional services (services) of the Program that appear in the future.

3.2. General access to the Program (Service) is provided free of charge.

3.2.1. Access to and participation in sports and other sports activities is provided for a fee.

In addition, the following services are provided on a Paid basis:

- Consultation with a nutritionist / nutritionist;
- Purchase of floor / kitchen scales;
- Contributions for sports marathons / challenges;
- Advertising services / placement of information about companies / specialists in the application;
- Paid subscriptions to professional blogs;

In addition, the App Store, Google Play, payment units, banks, other payment systems - (\*) have the right to charge an additional commission when using the program, for which FerFit is not responsible. In addition, the conditions for withdrawal can be found on official sources - \* (of the specified systems).

3.3. This Agreement is a public offer. By accessing the Program (Service), the User is considered to have acceded to this Agreement.3.4. The use of materials and services of the Program is governed by the norms of the current legislation of the Russian Federation and the norms of International law.

#### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1. The Administration of the Program (Service) has the right to:

4.1.1. Change the rules for using the Program (Service), as well as change the content of this Agreement. Changes come into force from the moment of publication of the new edition of the Agreement.

4.1.2. Restrict access to the Program (Service) in case of violation by the User of the terms of this Agreement.

4.1.3. Change the amount of payment charged for providing access to the use of certain components of the Program (Service). The change in value can be extended to Users who are registered at the time of the change in the amount of payment, except for cases specifically stipulated by the Administration of the Program (Service).

4.1.4. Collect, analyze, use, share (including on a paid basis) information about the User contained in the Program, including but not limited to information about the contact and personal data of the User, information about the actions of the User in the Program (Service), etc.

4.2. The user has the right to:

4.2.1. Get access to the use of the Program (Service).

4.2.2. Use all the services available in the Program (Service), as well as purchase any Goods (Services) offered by the Program (Service).

4.2.3. Ask any questions related to the services of the Program (Service) using the link located in the SETTINGS section - section - HELP.

4.2.4. Use the Program (Service) solely for the purposes and in the manner provided for by the Agreement and not prohibited by the legislation of the Russian Federation, as well as by International legislation.

4.2.5. The user can delete his account and all associated account data. Being on the page in the profile of your account, in the FerFit account application, you must select the deletion of the profile and verification. The FerFit app deletes your account and all associated personal account data.

4.3. The User of the Program (Service) undertakes:

4.3.1. Provide, at the request of the Administration, additional information that is directly related to the services provided by this Program (Service).

4.3.2. Observe the property and non-property rights of authors and other rightholders when using the Program (Service).

4.3.3. Do not take actions that may be considered as disrupting the normal operation of the Program (Service).

4.3.4. Not to distribute using the Program (Service) any confidential and protected by the legislation of the Russian Federation information about individuals or legal entities.

Do not distribute using the Program (Service), its Services, including when using the "Conference Rooms" prohibited by the legislation of the Russian Federation (Other countries) and International legislation, - information with a call (inclinations) to illegal actions (humiliation, violence, vandalism, terrorism, gaslighting, etc).

In case of violation of these prohibitions, the Program Administration reserves the right: to block, delete, as well as to appeal to the law enforcement agencies of the state with a statement to bring such violators to justice.

4.3.5. Avoid any actions that may violate the confidentiality of information protected by the legislation of the Russian Federation.

4.3.6. Do not use the Program (Service) to distribute advertising information, except with the consent of the Program (Service) Administration.

4.3.7. Not to use the services of the Program (Service) for the purpose of:

4.3.7.1. uploading content that is illegal violates any rights of third parties; promotes violence, cruelty, hatred and (or) discrimination on racial, ethnic, gender, religious, social grounds; contains inaccurate information and (or) insults to specific persons (not a certain number of persons), organizations, authorities.

4.3.7.2. inducement to commit illegal actions, as well as assistance to persons whose actions are aimed at violating the restrictions and prohibitions in force on the territory of the Russian Federation, as well as on the territories of other states..

4.3.7.3. violation of the rights of minors and (or) causing them harm in any form.

4.3.7.4. infringement of the rights of minorities.

4.3.7.5. representing oneself as another person or representative of the organization and (or) the community without sufficient rights, including for the employees of this Program (Service).

4.3.7.6. misleading about the properties and characteristics of any Goods or types of services posted in the Program (Service) by persons with a legal basis.

4.3.7.7. incorrect comparison of the Goods, as well as the formation of a negative attitude towards persons (not) using certain Goods, or condemnation of such persons.

4.3.7.8. The user is obliged to independently be responsible for confirming / canceling the confirmation of his location (geolocation mark on the map) using the Program / Service.

Including inform the Administration about the malfunction of such a function of your location (geolocation mark on the map) using the Program / Service.

4.4. The user is prohibited from:

4.4.1. Use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or track the content of the Program (Service);

- 4.4.2. Disrupt the proper functioning of the Program (Service);
- 4.4.3. In any way bypass the navigation structure of the Program (Service) to receive or attempt to obtain any information, documents or materials by any means that are not specifically provided by the services of this Program (Service);
- 4.4.4. Unauthorized access to the functions of the Program (Service), any other systems or networks related to this Application, as well as to any services offered by the Program (Service);
- 4.4.4. Violate the security or authentication system in the Program (Service) or in any network related to the Program (Service).
- 4.4.5. Perform a reverse search, track or try to track any information about any other User of the Program (Service).
- 4.4.6. Use the Program (Service) and its Content for any purposes prohibited by the laws of the Russian Federation (another State on the territory of which the Program / Service is used) and International law, as well as incite any illegal activity or other activity that violates the rights of the Program (Service) or others persons.

## **5.USING THE PROGRAM (SERVICE)**

- 5.1. The **FerFit** Application and its Content, which is part of the Program (Service), is owned and operated by the Administration of the Program (Service).
- 5.2. The content of the Program (Service) cannot be copied, published, reproduced, transmitted or distributed in any way, as well as posted on the global Internet without the prior written consent of the Administration of the Program (Service).
- 5.3. The content of the Program (Service) is protected by copyright, trademark law, as well as other rights related to intellectual property and unfair competition law.
- 5.4. When using some services of the Program (Service), it may be necessary to create a User account.
- 5.5. The User is personally responsible for maintaining the confidentiality of account information, including the password, as well as for all, without exception, activities that are conducted on behalf of the User of the account.
- 5.6. The User must immediately notify the Administration of the Program (Service) about the unauthorized use of his account or password or any other violation of the security system.
  - 5.6.1 The User is obliged to immediately notify the Administration of the Program (Service) about his use of his personal account for commercial purposes, including the promotion of goods, services, advertising and other intermediary or agency actions. Otherwise, access to such an account will be blocked until additional agreements are signed on the use of the account as a commercial one with the Administration of the program (Service).
- 5.7. The Administration of the Program (Service) has the right to unilaterally cancel the User's account if it has not been used for more than 6 (six) calendar months in a row without notifying the User.
- 5.7. This Agreement applies to all additional terms and conditions for the purchase of the Goods and the provision of services provided by the Program (Service).
- 5.8. The information posted in the Program (Service) should not be construed as a change to this Agreement.
- 5.9. The Administration of the Program (Service) has the right at any time without notifying the User to make changes to the list of Goods and services offered by the Application, and (or) to the prices applicable to such Goods for their sale and (or) the services provided.
- 5.10. The documents specified in clauses 5.10.1 - 5.10.8 of this Agreement are regulated in the relevant part and apply to the use of the Program (Service) by the User. By signing this Agreement to Use, he unconditionally agrees that he has fully studied and agreed upon the following documents:
  - 5.10.1. Privacy Policy (Appendix 1);
  - 5.10.2. Consent to the processing of personal data (Appendix 2);

- 5.10.3. Music Guide (Appendix 3)
- 5.10.4. License Agreement (Appendix 4);
- 5.10.5. Terms of participation in paid events of the FerFit Program (Service);
- 5.10.6. FerFit club conditions;
- 5.10.7 Terms of payments for the community (Appendix 5);
- 5.10.8 Cookie Policy (Appendix 6).
- 5.11. Any of the documents listed in clause 5.10. may be subject to renewal. Changes come into force from the moment they are published in the Application.

## **6.LIABILITY**

- 6.1. Any losses that the User may incur in the event of intentional or reckless violation of any provision of this Agreement, as well as due to unauthorized access to the communications of another User, are not reimbursed by the Administration of the Program (Service).
- 6.2. The Administration of the Program (Service) is not responsible for:
  - 6.2.1. Delays or failures in the process of performing an operation arising from force majeure, as well as any case of malfunctions in telecommunications, computer, electrical and other related systems.
  - 6.2.2. Actions of transfer systems, banks, payment systems and for delays associated with their work.
  - 6.2.3. The proper functioning of the Program (Service), if the User does not have the necessary technical means to use it, and also does not bear any obligations to provide users with such means.
  - 6.2.4. Content (content) of information posted in the personal account of any of the Users.
- 6.3. The user is solely responsible for the interpretation and use of the content (information) posted in the Terms of participation in paid events of the Program (Service);

## **7. VIOLATION OF TERMS OF USER AGREEMENT**

- 7.1. The Administration of the Program (Service) has the right to disclose any information collected about the User of this Program (Service) if disclosure is necessary in connection with an investigation or complaint regarding the misuse of the Program (Service) or to establish (identify) a User who may violate or interfere with the rights Administration of the Program (Service) or in the rights of other Users of the Program (Service).
- 7.2. The Administration of the Program (Service) has the right to disclose any information about the User that it deems necessary to comply with the provisions of the current legislation or court decisions, ensure compliance with the terms of this Agreement, protect the rights or security of the name of the organization, Users.
- 7.3. The Administration of the Program (Service) has the right to disclose information about the User if the current legislation of the Russian Federation requires or permits such disclosure.
- 7.4. The administration of the Program (Service) has the right, without prior notice to the User, to terminate and (or) block access to the personal account if the User has violated this Agreement or the conditions for using the Program (Service) contained in other documents, as well as in the event of termination of the Program (Service) or by due to a technical problem or problem.
- 7.5. The Administration of the Program (Service) is not responsible to the User or third parties for the termination of access to a personal account in case of violation by the User of any provision of this Agreement or other document containing the terms of use of the Program (Service).

## **8. DISPUTE RESOLUTION**

- 8.1. In the event of any disagreement or dispute between the Parties to this Agreement, a prerequisite for filing a claim (a written proposal for a voluntary settlement of the dispute) is a prerequisite before going to court.

8.2. The recipient of the claim within 30 (Thirty) calendar days from the date of its receipt, notifies the applicant of the claim in writing about the results of the consideration of the claim.

8.3. If it is impossible to resolve the dispute on a voluntary basis, any of the Parties has the right to apply to the Arbitration Court of the city of Tomsk for the protection of their rights, which are granted to them by the current legislation of the Russian Federation.

8.4. Any claim regarding the terms of use of the Program (Service) must be filed within a period after the grounds for the claim arise, with the exception of copyright protection for the materials of the Program (Service) protected in accordance with the law. In case of violation of the terms of this clause, any claim or grounds for a claim will be extinguished by the limitation period.

## **9. ADDITIONAL TERMS**

9.1. The Administration of the Program (Service) does not accept counter offers from the User regarding changes to this User Agreement.

9.2. User reviews posted in a personal account are not confidential information and can be used by the Program (Service) Administration without restrictions.

**Edition of the user agreement dated August 22, 2022.**