

Offer (offer) for the provision
simple (non-exclusive) license
to the mobile application "Kvestball"

Place of imprisonment: Russian Federation. Revision dated: October 1, 2017 This Offer contains the terms of the License Agreement for the provision of a simple (non-exclusive) license for the Kvestball mobile application (hereinafter referred to as the Agreement) and is a public offer from the **KVEST Limited Liability Company** (hereinafter referred to as the Copyright Holder) to conclude an Agreement on the conditions set out below, in accordance with Art. 437 of the Civil Code of the Russian Federation. The start of using the Kvestball mobile application in any form and its direct installation on the Subscriber's device is recognized as acceptance of this Offer, in accordance with Art. 438 of the Civil Code of the Russian Federation, and means the unconditional acceptance by the User of all the terms of the Agreement without any exceptions or restrictions on the terms of joining, the use of the Kvestball mobile application on other terms is not allowed. Before installing the Kvestball mobile application (hereinafter referred to as the Mobile Application), the User should familiarize himself with this Offer. In case of disagreement with the terms of the Agreement as a whole or any part of them, the User should refrain from using the Mobile Application.

The Offer, as well as all subsequent changes and / or additions to it, which can be made by the Copyright Holder unilaterally, without any special notification to the User, are posted on the website: kvestball.com, unless otherwise provided by the new edition of the Offer.

1. The words and expressions used in this Agreement have the following meaning, unless otherwise expressly defined hereinafter:

1.1. Mobile application " Kvestball": a set of Software products and hardware of the Copyright Holder, access to which is provided through an application installed on the subscriber device by the User, for walking tours-games with an original scenario in a real urban environment.

1.2. Subscriber device: mobile phones with IOS and Android operating systems.

1.3. Offer: a public offer of the Copyright Holder addressed to any person to conclude this Agreement with him.

1.4. Acceptance: full and unconditional acceptance by the User of the terms of the Agreement.

1.5. Copyright holder: **Limited Liability Company "KVEST", acting on the basis of the Certificate of State Registration No. 1171215004575, issued on May 24, 2017, which entered into this Agreement with the User.**

1.6. User: an individual who has accepted this Offer.

1.7. Simple non-exclusive license: non-exclusive right to use the Mobile Application on the territory of all countries of the world for own consumption under the name designated by the Copyright Holder, without the right to alter, otherwise process, distribute.

1.8. Parties: Copyright Holder and User.

1.9. Website: kvestball.com.

1.10. Materials of the Mobile Application, Materials: text, graphic, audio and video materials placed within the Mobile Application, which are objects of intellectual property, as well as the design and arrangement of these materials (design).

1.11. Project " Kvestball" (hereinafter referred to as the Project): a service for walking tours-games with original scenarios in a real urban environment based on the mobile application " Kvestball".

1.12. Development goals of the Project: creation of new quest excursions in cities of Russia and other countries, addition of the functionality of the Mobile application to expand the cognitive and entertaining components of city walks games.

1.13. Push notifications: Messages that appear over the windows of running programs are used to notify you of important changes, updates or events, the release of new applications, or new versions of existing applications.

2. Subject of the Agreement

2.1. The Rightholder undertakes to provide the User with the right to use (a simple non-exclusive license) the Mobile Application owned by the Rightholder.

2.2. The User has the right to exercise the right to use the Mobile Application on the territory of all countries of the world.

2.3. The right to use the Mobile Application is considered granted to the User, and the obligation of the Copyright Holder to transfer the rights is fulfilled from the moment the User installs the Mobile Application on his Subscriber device using the App Store or Google Play.

2.4. The right to use the Mobile Application (simple non-exclusive license) is provided free of charge. The User is notified that when the Mobile Application is installed on the Subscriber's device, the cellular operator may charge a fee for using the Internet according to the tariff.

- 2.5. The parties agreed on the following limits of the User's powers to use the Mobile Application:
- 2.5.1. Installation of the Mobile Application on the Subscriber's Device in order to use the Mobile Application for its direct functional purpose. The User has the right to install the Mobile Application on an unlimited number of Subscriber Devices;
- 2.5.2. Reproduction of the Mobile Application on an unlimited number of Subscriber Devices, provided that the combination, composition and content of the Mobile Application is preserved unchanged in comparison with how they are provided for use by the Copyright Holder.
- 2.6. The rights and methods of using the Mobile Application, which are not explicitly provided / not allowed to the User under the Agreement, are considered not provided / prohibited by the Copyright Holder.
- 2.7. The User has the right to transfer funds to the Copyright Holder for the development of the Project in accordance with the terms of clause 5 of the Agreement.

3. User rights

3.1. The user undertakes:

3.1.1. Do not take actions aimed at disrupting the operation of the Mobile Application, obtaining unauthorized access to the Mobile Application, the source code, as well as any data located on the Internet site.

1.2. Use the Mobile Application for its functional purpose and only within the limits of those rights and in the ways provided for by the Agreement.

3.1.3. The User is obliged to independently take the necessary and sufficient measures to protect the User's personal data.

3.2. The user is not entitled to:

3.2.1. Create software, reference and information or other multimedia products and / or services using Software Products, as well as databases included in them or extracted (retrieved) from them text, graphic, audio and video materials, as well as other Materials of the Mobile Application;

3.2.2. Extract plots, characters, any text, graphic, audio, video and other Materials from the databases included in the Mobile Application and carry out their subsequent use in any form and in any way;

3.2.3. Reproduce, distribute and otherwise use the Mobile Application for commercial purposes.

3.2.4. Copy, reproduce, process, distribute, post freely (publication) on the Internet, use the Materials of the Mobile Application for mass media and / or commercial purposes, both directly extracted from the databases included in the Mobile Application, and obtained by copying the results of data processing using the Mobile Application, as well as products derived from such materials (with additions, abbreviations and other processing), except as expressly provided for in the Agreement.

4. Exclusive rights

4.1. The mobile application as a whole and the computer programs, databases, graphic, text, audio and video materials, images and other objects of copyright and / or related rights included in it or used in conjunction with it, as well as objects of patent rights, trademarks, commercial designations and trade names, as well as other components of the Mobile Application and (regardless of whether they are included in their composition or are additional components, and whether they can be extracted from their composition and used independently) separately, are protected **in accordance with Part IV Of the Civil Code of the Russian Federation** and are exclusively owned by the Copyright Holder.

4.2. Violation of the integrity of the Mobile Application, violation of the protection systems of the Mobile Application, as well as other actions that violate the exclusive rights of the Copyright Holder to the Mobile Application are not allowed and entail civil, administrative or criminal liability **in accordance with the legislation of the Russian Federation**, including the obligation to comply with a court decision on the demand of the Copyright Holder for the recognition of the right, for the suppression of actions that violate the right or create a threat of its violation, for compensation for losses, for the publication of a court decision on the violation with an indication of the actual copyright holder, for compensation for losses or payment of compensation.

4.3. The Copyright Holder retains exclusive rights to any results of processing (modification) of the Mobile Application.

5. Voluntary contribution for the development of the Project

5.1. Any transfer of funds, in any amount, by the User to the Copyright Holder is a voluntary gratuitous contribution of the User for the development of the Project, carried out by the User at his own voluntary discretion.

5.2. By making a voluntary gratuitous contribution for the development of the Project, the User understands and agrees that:

5.2.1. The provision of information on the use of funds received for the development of the Project is carried out by the Copyright Holder by publishing on the website in the volume and frequency established by the Copyright Holder. The Copyright Holder is not obliged to provide the User with information on the use of

funds received from the User for the development of the Project, at the request of the User. The copyright holder is not obliged to confirm or deny the fact of receiving a voluntary gratuitous contribution from the User for the development of the Project.

5.2.2. The funds received by the Rightholder as a voluntary non-repayable contribution for the development of the Project, the Rightholder must use for the development of the Project at his own discretion. The User is not entitled to give the Copyright Holder instructions on the procedure for using the funds of a voluntary gratuitous contribution for the development of the Project.

5.2.3. The provision by the User of a voluntary gratuitous contribution for the development of the Project does not provide such User with any additional rights and opportunities to use the Kvestball Mobile Application in comparison with the rights and capabilities of Users who did not provide a voluntary gratuitous contribution for the development of the Project.

5.2.4. The provision by the User of a voluntary non-repayable contribution for the development of the Project does not grant such User any rights to the Project and / or the Kvestball Mobile Application and / or the management of the Copyright Holder.

5.2.5. The funds received by the Copyright Holder as a voluntary gratuitous contribution for the development of the Project are not subject to return to the User and / or to third parties.

6. Responsibility

6.1. Due to the provision, under the Agreement, of the right to use the Mobile Application for non-commercial purposes on a gratuitous basis, the provisions of the legislation on consumer protection are not applicable to the relations of the Parties provided for in the Agreement.

6.2. For violation of the terms of the Agreement, the Parties are responsible **in accordance with the current legislation of the Russian Federation**.

6.3. The mobile application is provided on an "as is" basis, in connection with which the User is not provided with any guarantees that: The Mobile Application will meet the User's requirements, and for problems that may arise during the installation, update, support and use of the Mobile Application. Copyright Holder is not responsible.

6.4. All information, advertising materials within the Mobile Application are provided by third parties. The copyright holder is not responsible for the accuracy of information and / or advertising materials of third parties, the availability of their Internet sites and their content, as well as for any consequences associated with the use of information and / or advertising, as well as third party Internet sites.

6.5. The Copyright Holder is not responsible for delays, interruptions in work and the impossibility of full use of the Mobile Application, occurring directly or indirectly due to the actions or inaction of third parties and / or inoperability of information channels outside the Copyright Holder's own resources. The User agrees that for the installation and functioning of the mobile application, the User must use software (web browsers, operating systems, etc.) and equipment (subscriber devices, network equipment, etc.) produced and provided by third parties, and the Copyright Holder cannot bear responsibility for the quality of their work.

6.6. Any liability of the Copyright Holder, regardless of the grounds for its occurrence, will be limited to the amount **of 1,000 (one thousand rubles) 00 kopecks**.

6.7. The User is solely responsible for compliance with the requirements of the current legislation of the Russian Federation when using the Mobile Application, as well as all rights and legitimate interests of third parties.

6.8. In the event that third parties file claims against the Copyright Holder caused by the User's unlawful actions when using the Mobile Application, the User will independently resolve the disputes that have arisen and bear independent responsibility to the specified persons.

7. Final provisions

7.1. The Copyright Holder has the right to make any changes, modify the Mobile Application, expand the functionality or stop developing it without prior notice to the User; make technical breaks in the operation of the Mobile Application, including due to emergency circumstances.

7.2. The term of a simple non-exclusive license to use the Mobile Application is equal to the term of the Agreement; upon termination of the Agreement, the User loses the right to use the Mobile Application.

7.3. The Agreement may be terminated by the Copyright Holder unilaterally without prior notice to the User and without payment of any compensation in this regard.

7.4. When the User exercises the powers provided for in the Agreements, namely when using the Mobile Application, the User is not required to provide personal data.

7.5. The legislation of the Russian Federation applies to the provisions of the Agreement. Issues not regulated by the Agreement are resolved **in accordance with the legislation of the Russian Federation**.

7.6. In the event that any part of the Agreement is declared invalid and unenforceable, the rest of the Agreement will remain in force and be enforceable.

7.7. All disputes arising in connection with the use of the Mobile Application are resolved by the Copyright Holder and the User out of court through negotiations. If it is impossible to come to an agreement in the pre-trial procedure, disputes between the Copyright Holder and the user are subject to judicial review.

7.8. The Copyright Holder has the right to send informational messages, including advertising messages, to the User's e-mail and mobile phone with his consent. The user has the right to refuse to receive advertising and other information without explaining the reasons for the refusal. Service messages and Push notifications are sent automatically and cannot be rejected by the User.

8. Addresses and details of the Parties

Copyright holder: