

# MOBILE APP AGREEMENT

## 1. Preliminary Statement

**1.1.** Limited Liability Company (LLC) «Selebrium Rus», PSRN: 1127746075236, TIN: 7714863830, registered office address: Glinichevsky alley 3, Room 320, Moscow, Russian Federation 125009 (hereinafter referred to as - «Company», «Copyright Holder»), addresses the present agreement (hereinafter referred to as - «Mobile App Agreement») unlimited range of persons over 18 years of age (hereinafter referred to as - «Respondent», «User»), intending to participate in the research using the original methodology of the Copyright Holder carried out using a mobile application installed by the Respondent on his mobile device. (smartphone). (hereinafter referred to as - «Application»).

**1.2.** This Agreement, in accordance with articles 437 and 438 of the Civil Code of the Russian Federation, is a public offer, the acceptance of which is the commission of the acts provided for in this Agreement.

**1.3.** The person to whom the Agreement is addressed shall be recognized by the User if he agrees to enter into this Agreement, on the terms and conditions set forth below, and subject to the procedure of activation of the Application by the person.

**1.4.** Completion of the Application activation procedure in accordance with Clause 4.2 of this Agreement (hereinafter referred to as "Registration") and further use of the Application is confirmation of the User's consent to all conditions specified in this Agreement. The Company recognizes by the User any person who has passed the Registration procedure in the Appendix and uses the Appendix according to its functional purpose. Such persons are subject to the provisions of this Agreement in accordance with articles 437 and 438 of the Civil Code of the Russian Federation.

## 2. Terms and Definitions

**2.1.** This agreement regulates legal relationship of the Company and the Respondent, and contains the following terms and determinations:

**2.1.1. *The Company (Copyright Holder)*** - the person who placed the offer.

**2.1.2. *Application*** - Software designed to run on smartphones, tablets running Android operating systems (version 5.1 minimum), iOS (10.3.3 minimum)

**2.1.3. *Offer - this document (Agreement) to be sent to the person intending to use the Application.***

**2.1.4. *Acceptance*** - means full and unconditional acceptance of the offer by performing the actions specified in Clause 4.2 of this Agreement.

**2.1.5. *User (Respondent)*** - The person who accepted the offer sent to him (i.e. acceptance of the terms of this Mobile App Agreement).

**2.1.6. *Research*** - Respondent's participation in the research by launching the Application on the Respondent's mobile device and performing its actions in accordance with the instructions specified in the Application during the research.

**2.1.7. *Web Site*** - A set of web pages located on the virtual server and forming a single structure, located in the Internet: <https://www.celebrium-labs.com> (hereinafter referred to as - "Web Site").

**2.1.8. *Content*** - Information presented in text, graphics or audio-visual (video) form.

**2.1.9. *Interface*** - set of means, methods and rules of interaction (managements, control, etc.) between Application elements.

**2.1.10. *Registration*** - User shall specify in the relevant sections of the Application his or her name, e-mail address, mobile phone number, registration address and other User details requested by the Application.

**2.1.7. *Personal Account*** - The User's personal self-service virtual tool located in the Application interface.

**2.1.8. *Personal User Account*** - unique login and password to log in to your personal office.

### **3. Subject of Agreement**

**3.1.** This Agreement defines the terms and conditions of the User's use of the mobile Application provided to him or her by the Copyright Holder for User's passing, for remuneration, the Research offered to him or her by the Company.

### **4. General Conditions**

**4.1.** By accepting the terms of this Agreement, the User confirms his consent to the Company's processing of his personal data provided by the User upon registration, including, but not limited to, for the purpose of generating and transmitting a response to the User, as well as resolving possible claims. The User also confirms its consent to the transfer of the above personal data to third parties.

**4.2.** During the processing of personal data, the following actions may be performed: collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access), impersonation, blocking, removal, destruction, as well as any other actions, both using and without using automation tools. The User agrees that personal data may be processed during the term of the Contractor's activity. Personal data are stored in accordance with the current legislation of the Russian Federation.

**4.3.** By agreeing to the terms of this Agreement, the User confirms his or her legal capacity, confirms the accuracy of the data entered by him or her at the time of registration, and assumes full responsibility for their accuracy, completeness and accuracy.

**4.4.** The User agrees with this offer to participate in incentive, social, public and other activities aimed at promoting the services of the Companies, partners of the Companies, public organizations, as well as other persons.

**4.5.** The User, in accepting the terms of this Agreement, is aware that his participation in the Research using the Application shall be carried out in full, with simultaneous use of all the conditions in full compliance with the instructions for each stage of the Research and within the specified time limits, and only in this case only, the User shall be entitled to a reward.

### **5. Functionality of the Application**

**5.1.** The Application is intended to collect data on the Respondent passing the Research by performing tasks intended to evaluate the Content presented to the Respondent through the Application.

**5.2.** Before the Respondent starts using the Application, it is necessary to activate it by means of the Respondent's Registration procedure.

**5.3.** During the Registration procedure, the Respondent shall specify the password for subsequent authorizations in the Application, and multiple entries of incorrect data may cause the Respondent's account to be temporarily blocked

### **6. Users Rights and Responsibilities**

**6.1.** The User shall duly comply with the terms of this Agreement.

**6.2.** The User shall specify the correct data when using the Application.

**6.3.** In case of change of data specified by the User at registration, the User shall immediately make the corresponding changes in the Personal Account.

**6.4.** The User shall have the right to use the Application solely for the purpose of passing the Research, in accordance with this Agreement, as well as the applicable legislation of the Russian Federation.

**6.5.** The User undertakes not to use the Application for the purpose of violating the rights and legitimate interests of the Company as well as third parties. The damage caused by the User to the

Company, as well as to third parties, when using the Application, shall be compensated by the User in full.

**6.6.** The User shall act appropriately to ensure the safety of the device on which the Application is installed.

**6.7.** 6.7. The User shall carefully and cautiously store the data used for identification in the Application; if third parties know such data, the User shall immediately change them. During Registration, the User shall specify an e-mail address to which unauthorized access by third parties is not permitted. If third parties have accessed the e-mail box specified at the time of registration, the User shall immediately make appropriate changes to the registration data.

**6.8.** The User undertakes not to decompile the Application, as well as to distribute, communicate and provide other access to the Application, reproduce the Application or its individual elements.

**6.9.** The User is obliged to undergo the Research in person (without involvement of third parties).

**6.10.** The User shall undergo the Research within the time limits set by the Application in full compliance with the instructions for each stage of the Study.

**6.11.** Points are awarded to the User for passing the Research. The amount of points awarded is displayed in the mobile application prior to the beginning of the Research by the Respondent, is set by the Company separately for each Research, and depends on the complexity of the Research, the time of its completion, the level of the User status. By participating in the Research, the User confirms its consent to the amount of points awarded. The level of the User's status depends on the quantity and quality of the Researches previously completed and may be upgraded by the Company in accordance with the separate rules of the Application regulating its operation.

- Points, at the User's choice, may be used by the User to obtain a gift card allowing the User to purchase with its help the goods or services required by the User; In the form of discounts on goods and services provided by the Company's partners. In addition, the User may change points for funds that may be credited to the User through various payment systems offered in the Application, including but not limited to the payment system Yandex.Money. If the User does not have registration in the proposed payment system, the User shall independently perform registration actions in the required payment system. The Company shall have the right to delay payment until the User receives registration in the payment system chosen by the User.

- If the User chooses to use bonuses in the form of a gift card or discount on goods and services provided by the Company's partners, the User shall follow the instructions of the Application and information resources of the Company's partners providing such possibility.

- If the User selects to use bonuses in the form of receiving funds, the User agrees to the following conditions and restrictions:

- Provided that the User selects cash payments to an individual who is not a self-employed person:

- Exchange factor of points per rubles - 0.5. That is, for 1 accrued score the User will be able to receive 0.5 rubles;

- User's choice of cash payments to an individual appears only in case of points accumulation in the amount of not less than 500 points;

- The possibility to convert points into rubles at the User appears only if he provides the Company with his personal data: passport data, tax ID number, Insurance Number of Individual Ledger Account. This data is required by the Company for fulfilling its obligations as a tax agent. In this case all tax duties are borne by the Company;

- Funds may be transferred to the User through various payment systems offered in the Application, including but not limited to the payment system Yandex.Money. Specifically, the User is obliged to register in the selected payment system and to transfer the necessary payment details to the Company by means of the personal account in the Application before the transfer of funds to the User. For

example, the e-wallet number of the User of the system Yandex.Money.

- **6.14.1.** Subject to the User 's selection of cash payments to an individual who is a self-employed person:

- The User shall, when registering in the Application or in his personal office, specify the necessary data identifying him as a self-employed person, including details of the self-employed certificate on registration of an individual as a Professional Income taxpayer;

- In case of registration of the User as self-employed, the latter is a payer of tax on professional income, therefore the Company will not act for him as a tax agent and all duties on payment of taxes fall on this User. The amount of payments to such a User is increased by a factor of 1.06. That is, for 1 accrued score the User will be able to receive 1.06 rubles;

- A user registered by a self-employed person takes full responsibility for the accuracy and completeness of the data provided to them. In case the User provides incorrect or incomplete data, including those that do not allow to fully identify the User's payment details, as well as other form of User 's taxation, the User assumes all responsibility and obligations to pay taxes as a natural person;

- The User's choice of cash payments to the self-employed person appears only in case of points accumulation in the amount of at least 200 points;

- Funds may be transferred to the User through various payment systems offered in the Application, including but not limited to the payment system Yandex.Money. As such, the User is obliged to register in the selected payment system and to transfer the necessary payment details to the Company by means of the personal account in the Application before the transfer of funds to the User. For example, the e-wallet number of the User of the system Yandex.Money.

- Unless the User has proved otherwise, any actions performed using his or her mobile device shall be deemed to have been performed by the corresponding User. In case of unauthorized access to his mobile device, the User shall immediately inform the Company.

**6.12.** This Agreement may be terminated unilaterally by the User by removing the Application from the mobile device.

## **7. Company Rights and Responsibilities**

**7.1.** 7.1. The Company may transfer the rights and obligations under this Agreement to third parties for the purposes of execution of this Agreement without the additional consent of the User.

**7.2.** 7.2. The Company shall have the right to send the User information about the Application operation to the e-mail address or to the mobile phone number specified by the User, as well as to send the User advertising messages.

**7.3.** 7.3. The Company may provide paid and free services to the Users. The Company shall inform the User about the terms and conditions of the paid services by posting in the Application or on the Internet Web Site the relevant information about the service: its name, cost, as well as the form and procedure of its payment.

**7.4.** 7.4. The Company shall have the right to block the User's access to the Application in case the User finds violations of the terms of this Agreement.

**7.5.** 7.5. Company reserves the right to terminate this Agreement at any time for organizational or technical reasons, unilaterally, while removing the Application from the User's mobile device or blocking its use.

**7.6.** 7.6. In order to improve the quality of the Application, the Company may collect, store and process statistical information on the User's use of the Application.

## **8. Rights and Obligations of Parties**

- 8.1** Third parties may be engaged by the Company to perform the terms of this Agreement and third parties may be granted the same rights as the holder of the Application rights (i.e. the Company), including with respect to the personal data of the User.
- 8.2** The User guarantees that he will not take any action aimed solely at causing damage to the Company, cellular mobile operators, Right Holders, as well as other persons.
- 8.3** The Company does not guarantee to the User that the Application and its individual elements do not contain errors and will operate in accordance with the User's expectations. The presence of errors or defects in the Application, which also leads to the impossibility of the Application functioning on the User's mobile device, is not the basis for exchange, return or repair of such mobile device.
- 8.4** The Company shall not be liable for any information or content posted on third party websites to which the User has access through the Application, including, but not limited to, any opinions or statements expressed on third party websites.

## **9 Concluding Provision**

- 9.1** In the event of any dispute or disagreement arising in connection with the performance of this Agreement, the Company and the User will make every effort to resolve them through negotiations between them. If disputes are not settled by negotiation, disputes shall be settled in court at the Company's location in accordance with the procedure established by the current legislation of the Russian Federation.
- 9.2** This Agreement shall become effective for the User from the moment of its Registration and shall be valid until it is amended or terminated at the initiative of the Company or the User.
- 9.3** If any provision of this Agreement is found to be invalid, it shall not affect the validity or applicability of the remaining provisions of this Agreement.
- 9.4** 10.4 This Agreement may be amended and/or supplemented unilaterally by the Company. At the same time, the User's continued use of the Application after making amendments and/or additions to this Agreement means User's acceptance of such amendments and/or additions. In case of disagreement with the terms of such amended Agreement, the User shall refuse to use the Application any further.
- 9.5** 10.5 All communications, offers and claims related to the content and operation of the Application may be directed to: info@celebrium-labs.com e-mail address.