

TERMS OF USE

These Terms of Use govern your use of the mobile application of (the “**Apps**”) Yury Tulup (“**we**”, “**us**”, “**our**”). These Terms of Use apply to all our Apps, the list of which may change from time to time, unless otherwise specified in a particular App.

Our contact details:

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By using the Apps, you are agreeing to comply with these Terms of Use which may change from time to time as set forth herein.

You acknowledge that these Terms of Use are between you and us and not with the app store. You agree to comply with all applicable policies of relevant app store. In the event of a conflict between these Terms of Use and policies of relevant app store, the policies of relevant app store shall take priority.

If you are an individual agreeing to these Terms of Use on behalf of an entity, such as your employer, you represent that you have the legal authority to bind that entity, and “you” and “your” shall refer herein to such entity.

1. LICENSE.

1.1. **License Conditions.** As long as you follow these Terms of Use, we grant to you a non-exclusive, non-transferable, non-sublicensable, worldwide, freely revocable license to download, install and use the Apps, in object code format, only on your personal mobile device, for the sole purpose of personally using the Apps (the “License”).

1.2. **Prohibited Use.** When using the Apps, you shall not:

- a. License, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit any App;
- b. Reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Apps, in whole or in part;
- c. Use access to the Apps, any other information for the purpose of building or replicating the Apps;
 - Copy and/or distribute the Apps, in whole or in part;
 - Try to interfere with the operation of the Apps, disrupt the process of providing the Apps

to other users or otherwise try to harm the Apps and/or their users (DoS, DDoS attack, etc.);

f. Remove or destroy any copyright notices or other proprietary markings contained on

or in any App;

g. Use the Apps in any other manner that is contrary to the law or these Terms of Use or Privacy Policy.

2. NO WARRANTIES.

2.1. Each App is provided “as is” and we (and our licensors, where applicable) expressly disclaim any warranties and conditions of any kind. We (and our licensors, where applicable) make no warranty that the Apps: (a) will meet your requirements; (b) will be available on an uninterrupted, timely, secure, or error-free basis; (c) results that may be received using the Apps

to be accurate and reliable; and (d) quality of any information or services obtained using the Apps meeting your expectations.

2.2. No advice or information, whether oral or written, obtained from us or elsewhere, shall create any warranty not expressly stated in these Terms of Use. You are solely responsible for any consequences of your use of the Apps.

3. OWNERSHIP.

3.1. Apps Ownership. We (and our licensors, where applicable) hold all and any rights to the Apps (including all modifications and additions to the Apps, any versions thereof), their text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, articles, news stories, sketches, animations, stickers, general artwork and other content, any other their parts and components, and other intellectual property, except as for the User Content.

3.2. Trademark Ownership. All trademarks, service marks, and trade names are owned, registered and/or licensed by us (and our licensors, where applicable). You do not acquire a license or any ownership rights to any trademarks, service marks or trade names through your use of the Apps. You agree not to change or delete any ownership notices from materials downloaded from the Apps.

4. USER CONTENT.

4.1. User Content. Some Apps allow you to upload or generate photos, videos, comments, and other content (the “**User Content**”). We are not responsible for User Content others upload or generate within the Apps.

4.2. License. User Content is owned by you or whoever created it, but by providing your User Content, you grant us a non-exclusive, transferable, sublicensable, worldwide, perpetual, royalty-free license to use, copy, exploit, modify, publicly display, publicly perform, create derivative works from, incorporate it into other works, change, reformat, and distribute your User Content in connection with providing and operating the Apps and related services.

4.3. Restrictions. When uploading your User Content, you shall not:

- Upload any User Content that infringe or violate the rights of any party;
- Upload User Content of any kind that contain expressions of hate, abuse, offensive

images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with these Terms of use and Privacy Policy;

c. Upload any material that contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of the Apps.

4.4. **Review.** We reserve the right to review all User Content submitted to the Apps and to remove any User Content for any reason, at any time, without prior notice, at our sole discretion.

4.5. **Release.** Notwithstanding anything above, you agree that we do not verify your User Content when you upload or generate it. You assume all risks associated with the use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that makes you or any third party personally identifiable.

4.6. **Deletion.** We are not obligated to backup any User Content and it may be deleted at any time. You are solely responsible for creating backup copies of your User Content if you desire.

5. SUBSCRIPTION.

5.1. Our Apps are generally free to download but we may offer you additional functionality under the paid subscription (the “**Subscription**”).

5.2. **Fee.** Subscriptions may be available at different fees chargeable for a set period of time specified in the Apps (the “**Subscription Period**”). We in our sole discretion and at any time may modify the Subscription fee. Any Subscription fee change will become effective as of the following Subscription Period. You will be provided a reasonable prior notice of any change in Subscription fee. If you do not agree to the change in Subscription fee, you shall cancel your Subscription, and it will expire at the end of the current Subscription Period.

5.3. **Trial Period.** We may offer you trial Subscription free of charge for certain period of time specified in the relevant offer in the Apps. If you do not cancel the Subscription within such period, Subscription fee shall be charged from your app store account, which you downloaded the relevant App from (the “**app store**”), when the trial period expires.

5.4. **Renewal.** Please note that your Subscription begins immediately after the activation of a trial Subscription, not after the trial Subscription. You may cancel a Subscription during its free trial period using the Subscription setting from your account in the app store. Subscription fee shall be taken from your account in the app store. In case Subscription fee cannot be taken from your account in the app store due to

absence of monetary funds, invalidity of credit card or for any other reasons, your Subscription is automatically cancelled.

5.5. Purchase processing. You acknowledge and agree that all billing and transaction processes are handled by the app store and are governed by the app store' terms. If you have any payment related issues regarding Subscription, then you need to contact the app store.

5.6. No refund. Except when required by law or provided by the app store' terms, paid Subscription fees are non-refundable.

5.7. Representations. By purchasing Subscription, you are confirming that you have any and all permission that may be necessary in order to allow you to purchase Subscription. If you are a parent(s) or legal guardian we recommend that you consider any parental controls that may be provided by the app store if you are concerned that your child may make excessive purchases.

6. PURCHASES.

6.1. Virtual Goods. Within the Apps we can offer you to “earn” or purchase, with “real world” money, a limited, personal, non-transferable, non-sublicensable, revocable license to use “**Virtual Goods**” such as: (a) “virtual currency”; (b) “virtual in-game items”; (c) other goods or services.

6.2. Rules. If you purchase or earn Virtual Goods your use of them is subject to the following license together with the Apps specific terms:

a. Virtual Goods are not redeemable or refundable. Once you have purchased or earned Virtual Goods you will not get the “real” money you paid back as Virtual Goods have no monetary value. Any virtual currency balance shown in any App account or wallet does not constitute a real-world balance or reflect any stored value, but measures the extent of your limited license to use Virtual Goods within the Apps;

b. Virtual Goods are personal to you and non-transferable i.e. only you can use Virtual Goods and you cannot permit anyone else to use them whether via your account or otherwise. You cannot trade them in any way whether by selling them for real money to other players, exchanging them for other items or dealing or disposing of them in any other way (with the exception of any in-game Virtual Good auction function that we may elect to offer);

c. From time to time, we may offer you Virtual Goods which are subject to specific terms. For example: (i) we may put in place offers to purchase Virtual Goods at a discount; (ii) put in place a limited time period in which any Virtual Goods may be purchased or earned, or (iii) put in place specific specified or unspecified conditions relating to when such Virtual Goods may be purchased or earned. We may also sell access to restricted and sometimes time limited gameplay and challenges including, for example, offering Virtual Goods to purchase which allow you to bypass such restrictions, either temporarily or permanently. Thus, in certain instances Virtual Goods

may only be available for a limited time or subject to specific conditions and you shall comply with and adhere to such conditions accordingly;

d. You are responsible for your use of Virtual Goods within the Apps and we have no responsibility or liability to you regarding how you use such Virtual Goods. For the avoidance of doubt, any winnings from wagering with Virtual Goods may not be traded for money or money's worth.

6.3. **Prices.** You agree that all prices and sales of Virtual Goods are final and you can't obtain any refunds for purchasing the license to use them except as expressly authorized by us.

6.4. **Right to change.** We reserve the right to change or limit the price, availability, or order quantity of any Virtual Goods as well as regulate, manage, modify or eliminate Virtual Goods with or without prior notification. We shall have no liability to you or any third party in the event that we exercise any such rights.

6.5. **Other terms.** Any terms and conditions of purchase and use of Virtual Goods that are not expressly regulated herein shall be governed by the terms and conditions of purchase and use of Virtual Goods of the applicable app store.

7. ADS.

The Apps may be supported by advertising revenues and we may place advertising, promotions or sponsored content (the "**Third-Party Ads**"). You acknowledge that we may not always identify Third Party Ads content. The manner, mode and extent of such Third-Party Ads content is subject to change without notice to you. We are not liable for any errors in content or omissions in any Third-Party Ads, nor responsible for any losses or damages of any sort incurred as a result of your participation with, use of, or reliance on the Third-Party Ads, including any goods, products or services offered by such Third-Party Ads.

8. PAYMENT METHODS.

Payment methods accepted by we are as per those payment methods provided by the app stores within the Apps at the point of sale.

9. INDEMNIFICATION BY YOU.

You agree to hold harmless and indemnify us and our authorized officers, directors, employees, agents, partners, licensors, resellers, successors and assigns from and against any third-party claim arising from or in any way related to your breach of these Terms of Use, Privacy Policy or your use of the Apps in violation of applicable laws, rules or regulations, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of any kind and nature.

10. LIMITATION OF LIABILITY.

10.1. **Limitations.** You expressly understand and agree that we shall not be liable to you for any direct, indirect, incidental, special consequential, or exemplary damages incurred by you, including, but not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute services, or other loss. The foregoing limitations on our liability shall apply whether or not we have been advised of or should have been aware of the possibility of any such losses arising. 10.2. **Cap on liability.** If the limitation of liability provision under applicable law is held invalid, in any case, our cumulative liability for all claims arising from or relating to the Apps shall be a maximum of 100.00 (one hundred) euro.

11. FORCE MAJEURE.

In no event will we be liable or responsible for any failure or delay when and to the extent such failure or delay is caused by any circumstances beyond our reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades, a national or regional emergency, internet connection degradation, strikes, labor stoppages or slowdowns or other industrial disturbances, a passage of a law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications (including the deterioration of internet connection) or transportation.

12. TERM OF LICENSE.

12.1. **Term.** Your License is valid from the moment you consent to these Terms of Use and will remain in full force and effect until terminated as specified below.

12.2. **Termination from your side.** You may terminate your License with immediate effect by deleting relevant App from your device. You understand that any termination may involve deletion of your User Content. We will not have any liability whatsoever to you for any termination of your License, including deletion of your User Content. Only if we continue to operate the relevant App, you may again download the App, however, any User Content cannot be restored.

12.3. **Termination from our side.** We may immediately terminate or suspend your License in the following cases:

- a. We have reasonable grounds to believe that you are in breach of these Terms of Use or our Privacy Policy or applicable laws (without prior notice to you);
- b. For any other reason (with or without notice to you).

12.4. **Effect of termination.** Upon the termination of your License, you shall stop using the relevant App. Termination of your License by any reason does not bind us to return

you any fees. Your obligations to pay off the outstanding payments to us, if any, shall remain in force after termination until their full performance.

13. CHANGES TO THESE TERMS OF USE.

These Terms of Use may be modified from time to time, subject to the amended Terms of Use effective as soon as they are posted in the relevant App (unless otherwise specified in such changes). Continued use of the Apps upon the effective date of changes to these Terms of Use shall indicate your consent to such changes and agreement to be bound by the terms and conditions of such changes.

14. AGE LIMITS.

You represent that you are at least 13 years old, except in European Economic Area, where the Apps are limited to users aged 16 years and above. If you are younger than 13 years (or 16 where applicable), you can only download the Apps and use them on your device, if your parent(s) or legal guardian have/has reviewed these Terms of Use and allowed you to download the Apps and use the Apps subject to these Terms of Use. We may require adequate proof of your identity and age and consent from parent(s) or legal guardian at any time.

15. APPLICABLE LAW AND DISPUTE RESOLUTION.

15.1. **Applicable law.** Any issue which is not agreed in these Terms of Use will be governed by English law.

15.2. **Dispute resolution.** The parties will endeavor to resolve all disputes, controversies, and claims that may arise in connection with the execution, termination, or invalidation of these Terms of Use by negotiations. The party which has any claims and/or disagreements shall send a message to the other party indicating the claims and/or disagreements that have arisen. If nevertheless a disagreement or claim was not solved by negotiations, such dispute shall be resolved in the competent court at the place of registration of us.

16. MISCELLANEOUS.

16.1. **Severability.** If any provision of these Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms of Use will be unimpaired, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

16.2. **Entire agreement.** These Terms of Use is the final, complete and exclusive agreement between you and us with respect to the subject matters hereof and supersede and merge all prior discussions and agreements between the parties with respect to such subject matters (including any prior Terms of Use).

16.3. **No waiver of rights.** Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision.

16.4. **Titles and interpretation.** The clause titles in these Terms of Use are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”.

16.5. **Independent contractor.** Your relationship to us is that of an independent contractor, and neither party is an agent or partner of the other.

16.6. **Assignment.** These Terms of Use and your rights and obligations herein may not be assigned by you without our prior written consent, and any attempted assignment in violation of the foregoing will be null and void. We may assign these Terms of Use without your consent. The terms of these Terms of Use shall be binding upon assignees.