

USER AGREEMENT

1. What Kind of the Document It is and What It is About

- 1.1. This document defines the directions for use of the Scoliotic application that hereinafter will be referred to as the Application for brevity.
- 1.2. The rights holder to the Application is Skoliolodzhik - Moscva Limited Liability Company. Detailed information about Skoliolodzhik - Moscva LLC, including contact details, can be found at the end of this document. Hereinafter, the specified Company is referred to as the Scoliotic Company or we for brevity.
- 1.3. By using the Application, you undertake to comply with these rules. Herewith, from legal point of view, these rules constitute the agreement between the Scoliotic Company and you, as the Application User. Given the legal nature of the document, hereinafter, this document is referred to as the User Agreement.
- 1.4. This User Agreement contains the requirements that must be observed when using the Application, as well as the information about what the Scoliotic Company cannot be held responsible for, despite your possible expectations to the contrary. If you are also interested in how the Application and the Scoliotic Company shall process your personal data in connection with your use of the Application, we suggest that you read and understand the privacy policy, which can be found in the Application or on the scoliotic.ru website.
- 1.5. We could not foresee everything when we developed this User Agreement, especially taking into account the Application development plans. Therefore, the Scoliotic Company reserves the right to revise the terms of these rules. Each time you use the Application, you accept the User Agreement terms in the version in which they are listed on <https://scoliotic-moscow.ru/scolioscan/> or in the Application as of the Application use date.

2. General Terms of the Application Use

- 2.1. Subject to acceptance of this User Agreement terms, you have the right to use the functionality of the Application installed on your mobile device. Herewith, in this document the mobile device shall be understood to mean a mobile phone, tablet or any other similar device. However, you may not create copies, distribute in any way, decompile, disassemble, modify the Application in any way, and use the Application in any other way, except as expressly permitted by this User Agreement.
- 2.2. When placing the information in the Application about the persons with whom you entered into professional relationship, or about other persons, as well as when further transferring such information, you must take into account the legislation requirements for work with such information. We cannot verify and do not verify how your actions in this regard comply with the requirements of the applicable law and rely on your responsibility in this regard. If we have evidence that you are using the Application to violate the applicable law requirements or the third party rights, we reserve the right to take action available to terminate the terms of these rules and block the Application on your mobile device.
- 2.3. We have taken reasonable steps to prevent third party from accessing the data you post on the Application. However, we understand that modern methods of illegal access to the information are developing rather quickly and we do not undertake any responsibility to promptly respond to every new cyber security threats. In this regard, we recommend that you carefully approach the issue of posting the information about third parties in the Application, independently take measures to protect your device where the information is posted, including from unauthorized remote access to it by third parties.

2.4. The Scoliotic Company shall have the right to restrict access to the Application functionality for organizational or technical reasons unilaterally until such reasons are eliminated. The Scoliotic Company undertakes to promptly resolve the problems emerging in the Application functioning, and in the absence of such opportunity, to notify you about this in the Application or using other means.

2.6. To ensure the Application operation and fulfillment of this Agreement terms, the Scoliotic Company may engage third parties and the specified third parties are granted the same rights as the Company, including with respect to the User's personal data.

3. Payment for the Application Use.

3.1. The Scoliotic Company remuneration for the Application use is determined in accordance with the tariff plan that you chose.

3.2. The remuneration may be collected through an app distribution store (such as the AppStore) and in accordance with the rules of that store. It is your responsibility to ensure that you provide up-to-date information to make the appropriate payments. From the legal point of view, it is assumed that you instruct the Scoliotic Company to write off the funds from your account specified in the app distribution store (bank account, payment card account, analytical account of the app distribution store), in the amount determined by the tariff plan that you chose.

3.3. When using the Application, a trial period may be provided, during which the Application use fee is not charged. However, at the end of the trial period in accordance with the rules defined earlier in item 3.2 of the User Agreement, the remuneration will be deducted from your account in accordance with the tariff that you chose, and if you have not explicitly chosen a tariff plan, in accordance with the tariff plan, determined by the Scoliotic Company. If during the trial period you decide that the Application does not suit you, you have the right, at your sole discretion, to cancel payment at any time during the trial period. In this case, at the end of the trial period, you will not be entitled to continue to use the Application after the trial period end.

4. Warranties and Liability of the Parties

4.1. In case of violation of this Agreement terms, use of the Application to harm any third parties or the Scoliotic Company, you will be obliged to compensate for the harm caused by such actions, both to third parties and to the Scoliotic Company.

4.2. The Scoliotic Company does not guarantee that the Application and its individual elements are free from errors and will function in accordance with your expectations, including we do not guarantee that the Application and the information posted in the Application are protected from the unauthorized access of third parties. Presence of errors or deficiencies, which, inter alia, may lead to the Application and / or its individual functionalities operation impossibility on your mobile device, shall not be the basis for termination of this User Agreement. Some devices may not support certain functionality of the Application, which shall not be the basis for termination of this User Agreement.

4.3. Some functionality operation of the Application requires connection of external devices, which are purchased separately. We cannot be held responsible for such external devices operation, their compatibility with the Application, and we do not provide any guarantees regarding such external devices performance together with the Application.

5. Final Provisions

5.1. If a provision of this User Agreement is held invalid, this does not affect validity or applicability of the remaining provisions of this User Agreement.

5.2. This User Agreement has been drawn up in accordance with the legislation of the Russian Federation. Issues not regulated by the Agreement are subject to resolution in accordance with the legislation of the Russian Federation.

5.3. The Scoliotic Company is located at the address room 18, premise I, house 28, Tikhaya str., Moscow 109387. Individuals and legal entities appeals, proposals and claims to the

Scoliologic Company related to the Application content and operation, the third party rights and interests violation, the Russian Federation legislation requirements, as well as for the inquiries by the persons/bodies authorized by the legislation of the Russian Federation can be sent to the e-mail address gusarova@scoliologic.ru .