

AGREEMENT ON THE USE OF "MomsLab" MOBILE APP

In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation (hereinafter referred to as the "Civil Code of the Russian Federation"), this user agreement is an official offer (public offer) of sole trader Ksenia Borisovna Vlasova (TIN 772853905842, KPP 317774600122559), hereinafter referred to as the "Administration", to conclude this Agreement (hereinafter referred to as the "Offer", or "Agreement") with any individual who uses the Mobile Application and accepts this Offer on the conditions specified below, hereinafter referred to as the "User", and in joint reference to hereinafter referred to as the "Parties" and "Users". The User is obliged to fully familiarize himself with these Rules before registering in the Mobile Application.

The Mobile Application is a tool designed to provide the User with services on a repayable basis, namely: the Administration provides the package of services related to providing the User with examples of physical activities (workout plan) and nutrition recommendations (nutrition plan), in order to achieve the necessary physical indicators, body characteristics, normalization of weight, and diet (hereinafter referred to as the "Services").

This Agreement shall enter into force upon its publication by the Administration. If the User disagrees with any of the provisions of the Agreement, he/she is not entitled to use the Mobile Application. If the Administration has made any changes to the Agreement in the manner prescribed by this Agreement, with which the User does not agree, he/she is obliged to stop using the Mobile Application. If the Administration changes the terms of this Agreement, such changes shall come into force from the moment the Administration publishes the amended terms of the Agreement, unless a different period is specified by the Administration in the

corresponding notification of changes. Failure by the User to take actions to familiarize himself with the terms and (or) changes in this Agreement cannot serve as a basis for the User's failure to fulfill his obligations and non-compliance by the User with the restrictions established by this Agreement.

By continuing to use the Mobile Application after changing the terms of this Agreement or other regulatory documents, the User is considered to have agreed with the new version of this Agreement.

In accordance with Article 438 of the Civil Code of the Russian Federation, acceptance (full and unconditional acceptance of the terms of this Agreement) by the User is tantamount to concluding a contract on the terms set forth in this Agreement. The acceptance, within the framework of this Agreement, is the commission by the User of the following actions:

- familiarizing himself with this Agreement;
- completion of sign-in/authorization procedure in the Mobile App via e-mail or any social network;

Please note that without completing the sign-in procedure and ticking the corresponding box by the User, thus verifying that the he has read and accepted the terms of this Agreement and the Privacy Policy, access to the Mobile Application shall not be provided. After passing the sign-in procedure by the User, the terms of this Agreement are considered accepted and binding on the registrant (unconditionally accepted by the User). From the moment of acceptance, the User is considered to have read and agreed with this public offer, and in accordance with the Civil Code of the Russian Federation is considered to have entered into contractual relations with the Administration in accordance with the terms of this offer, in relation to the services specified in it.

TERMS AND DEFINITIONS

In this Agreement, unless otherwise expressly follows from the text, the terms below shall have the following meanings:

Administration and owner of the Mobile App – sole trader Ksenia Borisovna Vlasova (TIN 772853905842, PSRN 317774600122559).

The MomsLab mobile application (hereinafter referred to as the "Mobile Application") is a software and hardware complex containing a collection of information, texts, graphic elements, design, images, photo and video materials (audiovisual works) and other objects of intellectual property, as well as software available in the information system that ensures the availability of such information on the Internet and on the User's devices, trademark, etc., which belong to the Administration in full. The use by the User of the Mobile Application, its content and components (both in general and in fragments) and other software solutions developed by the Administration does not qualify as the transfer of the rights to the results of intellectual activity, both in general and in part, to the User and (or) any third party.

Sign-in - the registration in the Mobile Application implies that the User fills out the form, leaves his data, receives registration confirmation, and assigns a password to enter. After completing the registration procedure, the User shall be able to log in his personal account in the Mobile Application. All information provided by the User must be true and up-to-date. The Administration, in case of doubts about the reliability of the data provided by the User, has the right to request additional information and (or) require confirmation of the data provided. The request shall be sent to the User through the personal account.

When registering, the User can upload an image for his account (avatar). The account image may accompany the materials

published by the User as part of the use of the Mobile Application. In the case of using the User's image as an account image, the User acknowledges and agrees that the Administration has the right to publish and further use the User's image for use in its services on the Internet. The User is obliged to immediately notify the Administration of any case of unauthorized (not authorized by the User) access to the Mobile application with the use of the User's account and / or any violation (suspicion of violation) of the confidentiality of their means of access to the account. The Administration shall not be responsible for the possible loss or damage of data, as well as other consequences of any nature that may occur due to the violation by the User of the provisions of this part of the Agreement.

Personal Account - a subsection of the Mobile Application containing information about the User, including, but not limited to, the User's personal and contact details, e-mail address, as well as other data necessary to use the functions of the Mobile Application.

User - any person registered in the Mobile Application.

Other terms and definitions found in the text of the Agreement shall be construed by the Parties in accordance with the legislation of the Russian Federation and the rules for interpreting the relevant terms established on the Internet.

1. Subject Matter

The Administration provides any registered User with the right to use the Mobile Application and mobile devices with access to the Internet, as well as an access to the content of the Mobile Application.

The User's access to the content of the Mobile Application is provided after the User has completed the appropriate sign-in

procedure.

The Mobile Application and its content are offered for use by the User for personal purposes, on an "as it is" basis. No warranties are attached or implied. The Administration does not give the User any express or implied guarantees regarding the use of the software and (or) the Mobile application, its content. The Administration does not guarantee that: the Mobile Application meets/will meet the requirements of the User; The Mobile Application will be provided continuously, quickly, reliably and without errors; the results that may be obtained using the Mobile Application will be accurate and reliable and may be used for any purpose or in any capacity (for example, to establish and / or confirm any facts); the quality of any product, service, information, etc. obtained using the Mobile Application will meet the User's expectations).

The User is obliged to ensure the confidentiality and security of his login and password used to access the content of the Mobile Application. In case of loss, as well as in cases of illegal access to the login and password by third parties, the User undertakes to immediately notify the Administration by sending a corresponding letter to the email address: support@momslab.app; until the notification is sent, all actions are considered to be committed by the User . The User undertakes under no circumstances to provide his login and password used to access the contents of the Mobile Application to third parties.

The information services on providing access to the functionality of the Mobile Application for the User who has paid the access (subscription) are considered rendered after the expiration of the subscription (access).

In accordance with the Federal Law of July 27, 2006 No. 152-FZ "On Personal Data", any User, for the purposes specified in this

Agreement, expresses his consent to the Administration to use all personal data provided by the User at the time of registering in the Mobile Application or later.

The User can withdraw his consent to the processing of his personal data by sending an application to the Administration in accordance with the legislation of the Russian Federation, to the postal address of the Administration specified in this Agreement.

The Administration has the right to continue processing personal data without the consent of the User if there are grounds that fall under the conditions specified in paragraphs 2-11 of Part 1 of Article 6 in Federal Law No. 152-FZ "On Personal Data" dated July 27, 2006. In case of withdrawal of consent to the processing of personal data, this withdrawal of consent is regarded as the User's refusal of all agreements concluded by the Administration from the date of such withdrawal, which entails the deletion of the User's registration in the Mobile Application. By using the Mobile application, the User also gives his consent to the processing of personal data for the following purposes, in accordance with the Privacy Policy of the Administration:

- the execution of the Agreement or taking measures to conclude an agreement on the use of the Mobile Application;
- the provision of functioning of the Mobile Application;
- compliance by the Administration with the requirements of the current legislation of the Russian Federation;
- the registration and management of the administrator account;
- the organization of support on the use of the Mobile application;
- the performance of depersonalized statistical researches

to improve the quality of Services;

- the provision of service information about products or Services of the Administration relating to the operation of various products or Services of the Administration.

Consent is given to the processing of the following personal data: name, surname, gender, contact phone number, email, date of birth, city, information about the category of the device from which the Mobile Application is accessed, body type, height, weight, information from social networks (Facebook; VKontakte; Odnoklassniki) and health data collection system services such as Apple Health, Google Fit, etc.), as well as:

- passive collection of personal data about the current connection in terms of statistical information, such as:
 - the User's country;
 - the User's region;
 - the time zone set on the User's device;
 - the User's provider;
 - the list of supported languages on the User's device;
 - the processor architecture of the User's device;
 - the operating system of the User's device;
 - the parameters of the screen (resolution, colour depth, page layout options);

During the processing of personal data, the following actions will be performed: collection; record; systematization; accumulation; storage; clarification (update, change); extraction; usage; transfer (provision, access); blocking; removal; destruction.

The Operator's Policy regarding the processing of personal data can be found at the link: https://momslab.app/public/legal/USER_AGREEMENT.PDF

2. Rights and Obligations of Parties

2.1. The Administration shall:

2.1.1. Provide Users with access to the Mobile Application, provided they have paid for information services, in accordance with the terms of this Agreement.

2.1.2. In case of detection of errors / shortcomings in the technological part of the Mobile application, eliminate the detected errors / shortcomings on its own and at its own expense.

2.1.3. Provide Users with the possibility to send informational messages to each other.

2.2. The Administration is entitled:

2.2.1. The Administration has the right at any time, at its discretion, without giving reasons, to delete the Questionnaire, any other information about the User or refuse to post it, as well as delete or block the User's account (profile), if there is any doubt about the User's violation of the terms of this Agreement or in case of receipt of complaints from other Users.

2.2.2. The Administration has the right to send information messages to the User about the events held by the Administrator, about the services of the Administration and other information, including advertising (in accordance with Part 1, Article 18 of the Federal Law "On Advertising") at any time and without prior notification through a personal account or to an e-mail address, by phone number, via telecommunication networks. The User agrees to receive advertising messages. The User has the right to refuse to receive such advertising messages by using the corresponding functionality of the Mobile Application or by sending a letter to the Administration at the postal address specified in this Agreement.

2.2.3. The Administration has the right at any time to impose requirements related to the clarification, visual presentation and structuring of data on the content of the Questionnaires posted by

Users in the Mobile Application. If the User fails to comply with the requirements of the Administration, presented by it in accordance with the terms and conditions of this Agreement, the Administration has the right to refuse to post such materials.

2.2.4. The Administration reserves the right to require the User to confirm the data specified during registration in the Mobile Application or later, and to request in this regard supporting documents (in particular, identity documents) at any time, failure to provide which, at the discretion of the Administration, may be tantamount to providing false information and entail negative consequences for other Users and / or in case of receiving a relevant request from law enforcement agencies. If the User's data specified in the documents provided by him do not correspond to the data specified during registration in the Mobile Application or later, as well as in the case when the data specified during registration in the Mobile Application or entered by the User later do not allow the User to be identified, the Administration has the right to refuse the User access to the Mobile Application.

2.2.5. The Administration has the right to change the price of information services for providing access to the Mobile Application (subscription), subject to the terms of this Agreement. Until the end of the period for the provision of services paid by the User, the change in the price of services for such a User is not carried out. The Administration has the right to refund on the price of information services for providing access to the Mobile Application (subscription) within 60 days from the date of submitting an application by the User. Refunds are made only for the remaining (not passed) period of paid access. The conditions for submitting such an application are described in paragraph 2.4.5 hereof.

2.2.6. The Administration reserves the right to place

advertising and information messages about projects, products, activities and other services in the Mobile Application. Advertising and information messages are placed in the form of full-screen layouts or animated videos with the user's ability to click/go to a website or minimize/close such a message.

2.2.7. The Administration has the right to suspend the operation of the Mobile Application to carry out the necessary scheduled preventive and repair work on the technical resources of the Administration, as well as unscheduled work in emergency situations.

2.2.8. The Administration has the right to interrupt the operation of the Mobile Application, if this, in particular, is due to the impossibility of using information channels that are not the Administration's own resources, or the action and / or inaction of third parties, if this directly affects the operation of the Mobile Application, including in case of an emergency. The Administration does not bear any responsibility to the Users and does not reimburse the Users for any losses and / or lost profits, incl. incurred by the User and / or third parties due to disclosure, loss by the User or theft of the User's account / registration data, as well as the User's actual losses or potential losses due to delays, interruptions in work and the inability to fully use the resources and services of the User arising from the above reasons.

2.2.9. The Administration has the right to make changes and amendments to this Agreement, in accordance with its terms.

2.2.10. The Administration has the right to update the content and functionality of the Mobile Application at any time at its sole discretion. At the same time, the Administration shall take all reasonable measures to carry out work on such an update in the evening, weekends and / or holidays, in order to avoid interruptions

in the operation of the Mobile Application.

2.2.11. The Administration has the right to delete all the data provided by him in the Mobile Application without the possibility of their recovery at any time without notification and agreement with the User. The Administration is released from any obligations related to the User's data.

2.2.12. In order to enhance the quality of the provision of the functions of the Mobile Application, the Administration has the right to collect opinions and feedback from Users on various issues by sending an information message the next time the User visits the Mobile Application. The collected opinions and feedback may be used to generate statistics that may be used in the Mobile Application. The reviews left by the User through his account can also be published on websites or in services owned by persons affiliated with the Administration, both with the User name (login) or without. When writing reviews, the User undertakes to be guided by the requirements of this Agreement.

2.2.13. With regard to registered Users, the Administration may collect information about the use of ports on Users' devices in order to detect suspicious activity and protect the personal accounts of Users.

2.2.14. The Administration does not guarantee that the software, servers and computer networks used by the Mobile Application are free from errors and computer viruses. If the use of the Mobile application results in the loss of data or damage to the equipment of the User, the Administration shall not be held liable for this.

2.2.15. The Mobile Application may contain links to other sites on the Internet (third party sites). These third parties and their content are not screened by the Administration for compliance with

certain requirements (authenticity, completeness, legality, etc.). The Administration is not responsible for any information, materials posted on third-party websites that the User accesses using the Mobile Application, including any opinions or statements expressed on third-party websites, advertising, etc., and also for the availability of such sites or content and the consequences of their use by the User.

2.3. The User shall:

2.3.1. Timely provide complete, reliable and true information about yourself and in relation to any data posted by the User in the Mobile Application.

2.3.2. Pay for the services of the Administration for the use of the Mobile application and its functions timely and fully.

2.3.3. The User undertakes not to upload, publish, distribute any materials and information that defames third parties, and otherwise violates the legal rights (for example, privacy rights, intellectual and copyright, etc.) of third parties. The User is obliged to use the Mobile Application and its contents in good faith, without violating the legislation of the Russian Federation, the rights and freedoms of third parties, the norms of morality and ethics. The User undertakes not to publish, post, distribute any materials and information recognized by the Administration as obscene and/or pornographic. The User undertakes not to publish, post, distribute any materials and information that incite hatred towards groups of people based on race, social status, religion, gender, age and (or) sexual orientation. The User undertakes not to publish, post, distribute any materials and information that could mislead third parties. The User undertakes not to use the Mobile Application to promote suicide, to download, store and distribute information containing a description of the methods of suicide and any

incitement to commit it; information on narcotic and psychotropic substances, including information on the distribution of drugs, recipes for their manufacture and advice on their use, as well as indicate the location of materials containing signs of such propaganda or specified information in any manner (including by posting a link) in the Mobile Application.

2.3.4. The User undertakes not to upload or otherwise make public the Works that are the information content (content) of the Mobile Application (content) and other results of intellectual activity of the Administration or other right holders, in the absence of the express written consent of the copyright holder / Administration, as well as , indicate the location of such materials anywhere in any way (including by posting a link).

2.3.5. The User who has accepted this Offer confirms and acknowledges that he has reached the age to conclude this Agreement, and also understands that he shall solely bear all responsibility in case of harm and (or) damage to himself / third parties resulting from the use of the Mobile Application and its content by the User.

2.3.6. The User undertakes to comply with all requirements of the current legislation of the Russian Federation, as well as the requirements of the Administration, in accordance with this Agreement.

2.3.7. Monitor all changes in the terms of this Agreement by reviewing their content available in the Mobile Application.

2.3.8. At each subsequent visit to the Mobile Application, before the start of use, the User undertakes to familiarize himself with the new version of the Agreement, if one has been posted. The continued use of the Mobile Application shall mean the User's consent to the terms of the new version of the Agreement. If the

User does not agree with the terms of the new version of the Agreement, he must stop using the Mobile Application.

2.3.9. The User undertakes not to introduce himself under a false name or on behalf of another person (individual or organization) registered in the Mobile Application, and also undertakes not to mislead other Users and the Administration regarding his identification in any other way.

2.3.10. The User shall not destroy nor change any materials in the Mobile Application, the author of which he is not.

2.3.11. The User undertakes not to print or otherwise copy and use the personal information of other persons or the content of the Administration.

2.3.12. Using the Mobile Application, the User undertakes not to violate or attempt to violate the information security of the Mobile Application, which includes:

- access to data not intended for this User or logging in under a login that does not belong to this User;
- attempts to check the vulnerability of the security system of the Mobile Application, violation of the registration and authorization procedure without the permission of the respective User;
- attempts to interfere with the use of the Mobile Application by other Users, which includes, but is not limited to: distribution of computer viruses, data corruption, constant distribution of repetitive information, simultaneous sending of a large number of e-mails and / or requests to the Mobile Application in order to deliberately disable the server and similar actions that go beyond the normal intended use of the Mobile Application, and that can intentionally or

- negligently cause malfunctions in its operation;
- mailing materials to other Users, to which they did not give their consent, "spam", any letters and advertisements without the permission of the Administration;
 - use or attempt to use any software or procedure to navigate or search in the Mobile Application ;
 - post any materials obtained from the Mobile Application on any other site, other web/resources or anywhere else.

Violation by the User of the security of a system or a computer network or attempts to violate it entails civil and criminal liability. The Administration will investigate all cases of possible security breaches or attempts to breach them by all Users in cooperation with law enforcement agencies in order to prevent such activities.

2.3.13. By using the Mobile Application, the User is obliged to comply with other requirements for working with the Mobile Application set out in this Agreement.

2.4. The User is entitled to:

2.4.1. Receive consulting support on issues related to the operation of the Mobile Application.

2.4.2. Delete his/her account/profile (registration), including all data related to this account (registration), at any time at its own discretion, by sending, through the use of his account information, an appropriate request (a request to delete the account) to the e-mail address specified in this Agreement.

2.4.3. Withdraw his consent to the processing of his personal data, including by independently deleting any or all of his profiles, at any time and at his own discretion.

2.4.5. Request a refund for the remaining (not passed) period of access to the Mobile Application (subscription) within 3 days after

the subscription has been paid.

If the User purchases a subscription through the Apple iTunes Store, Google Play or Huawei AppGallery, the purchase is final and the Administration cannot provide a refund. Such purchase will be subject to applicable Apple and/or Google, Huawei payment policies, which may or may not allow refunds.

In the case of a refusal to refund funds in accordance with the rules of Apple and / or Google, Huawei, the Administration shall provide a one-time refund on the unused part of the paid period (subscription) if the User emails such a request to support@momslab.app within thirty (30) days from the date of purchase. No refunds will apply to requests made outside of the above time period..

In case of purchasing through the <https://momslab.app> website, the Administration shall provide a one-time refund on the unused part of the paid period (subscription) if the User emails such request to support@momslab.app within thirty (30) days from date of purchase. No refunds will apply to requests made outside of the above time period.

2.5 Declarations and Guarantees of User:

2.5.1. He has read and agreed to the terms and conditions of this Agreement and the Privacy Policy posted in the Mobile Application.

2.5.2. He has agreed and therefore cannot refer to the impossibility of proper fulfilling his obligations under this Agreement, or the impossibility of receiving services from the Administration within the framework of using the Mobile Application on the basis of disagreement with the terms of this Offer and / or the Privacy Policy due to their failure to be executed in writing, affixed with the signatures and seals of the Parties.

2.5.3. He has unconditionally agreed and acknowledge that the statistical data on the User's access generated by the relevant software of the Mobile Application shall be sufficient and lawful confirmation of the fact of the provision of any service by the Administration provided through the Mobile Application .

2.5.4. The User confirms his agreement that following a link and (or) pressing a key, as well as entering information and other actions through the authentication and other sections of the Mobile Application provided by the Administration, including the personal account using the User's data, means that the User takes implicative actions for registration, authorization and (or) input of necessary data etc. associated with the User. All actions performed with the use of the User's data and through his personal account are deemed to be the actions of the User himself, which is indisputable proof of the will of the User.

3. Procedure for Provision of Information Services

3.1. The Administration provides Users with information services to provide access to the Mobile Application and workout schedule, nutrition plan and other content, including the opportunity to consult with the Administration's specialists, on the terms of payment for the corresponding subscription. Such services, paid by the User, are considered rendered after the expiration of the subscription (access) period paid by the User. The services specified in this clause are considered to be rendered properly and accepted by the User, if within 3 (three) business days from the end of the subscription period, the User has not raised reasoned objections to the quality and scope of such services by sending a message through his personal account or emailing a corresponding claim to the address of the Administration specified in this Agreement.

3.2. The User has access to the function of non-cash payment

for a subscription from a bank card using an App store/Google Play Market/App Gallery account.

3.3. With non-cash payment in accordance with clause 3.2. of this Agreement, the cash receipt is sent to the User directly by Apple/Google/Huawei services. For questions related to the inability to receive a cash receipt, the User can contact the support of these services (contacts are listed on the Apple/Google/Huawei websites).

3.7. At the time of granting access to the Mobile Application, the information services are considered to be rendered to the User in full.

4. Intellectual Property and Materials of Mobile App

4.1. All rights to the results of intellectual activity (Mobile Application, photographs, any information, content of the Mobile Application and software developed and implemented by the Administration) belong to the Administration and / or its affiliates and partners. The use of the Mobile Application, its content and other software tools and (or) software developed by the Administration does not mean the transfer of exclusive rights and (or) ownership rights to the specified results of intellectual activity in any volume (in whole or in part) to the User and (or) third parties. No rights to any content of the Mobile Application, including, but not limited to, audiovisual works, text and graphic materials, software, trademarks, are transferred to the User or third parties as a result of using the Mobile Application and accepting the terms of this Agreement.

4.2. Once the User has accepted this Offer and paid the subscription, the Administration grants the User the right to use the functions and content of the Mobile Application under the terms of a simple (non-exclusive) license in order to gain access to the content of the Mobile Application, use the Mobile Application and its

content for its functional purpose, get acquainted with its contents.

4.2.1. The User May Not:

- Adapt and (or) otherwise modify (make any changes) the Mobile Application and its content and (or) other software of the Administration;
- Offer personal data available in the Mobile Application to third parties, as well as post the personal data of other Users on other sites and mobile applications;
- Reproduce the software and (or) the Mobile application and its content and (or) other software of the Administration in any form and by any means, including by recording to the computer memory;
- Reproduce and (or) distribute (including by selling copies or rentals) the Mobile Application and its content and (or) other software of the Administration (including for a fee), including as part of collections of software products;
- Give third parties the right to access and / or use the functionality of the Mobile Application and its contents and (or) other software of the Administration ;
- Translate, process (make changes, decompile, disassemble, decrypt and perform other actions with the object code and (or) other elements of the software and (or) the Mobile Application and its content, aimed at obtaining information about the implementation of the algorithms used in the software);
- Modify the internal protection mechanism of the software and (or) the Mobile Application and its content in any way;
- Copying the software and (or) the Mobile Application

and its content with a knowingly eliminated or corrupted internal protection mechanism, as well as the use of such software, is illegal and entails liability;

- Use the Mobile application and its content and (or) other software of the Administration in such a way that violates international laws or the laws of the Russian Federation. Any such action will be the sole liability of the person doing it;
- Use any automated devices, programs, algorithms, methods that perform functions similar to the functions of accessing, copying or monitoring any part of the software and (or) the Mobile Application and its content;
- Carry out actions aimed at destabilizing the operation of the Mobile Application and its content, attempt unauthorized access to the management of the specified software components and tools or their closed sections (including sections to which only the Administration is allowed access), as well as perform any other similar actions;
- Copy and/or distribute any information (including parts and components of photographs, text materials and other content (Works) without limitation) obtained in the Mobile Application, unless such a function is expressly provided by the Mobile Application;
- Use the information received from the Mobile application for commercial activities, profit, or for use in a way contrary to the law;
- Post personal data of third parties in the Mobile Application without their consent, including home addresses, telephone numbers, passport details, emails;

- Place commercial advertisements, commercial offers, promotional information and any other intrusive information in the Mobile Application, except when the placement of such information is agreed with the Administration.
- Insult and otherwise violate the rights and freedoms of other users of the Mobile Application, third parties, as well as groups of persons;
- Use obscene language, distribute information containing calls for mass riots, extremist activities, participation in mass (public) events held in violation of the established procedures, disseminate information necessary to obtain the results of intellectual activity.

4.2.2. Except for the use in the scope and manner expressly provided for in clause 4.2. hereof, the User is not entitled to use the Mobile Application and its content and (or) its parts.

4.3. This Agreement is not a sale agreement nor an agreement on granting rights to use. The software of the Mobile Application and its content without limitation, including all revisions, corrections, modifications, additions, updates and/or improvements and additions, and related technical/operational documentation is not intended for sale, and remains the exclusive property of the Administration.

4.4. If the User fails to comply with these terms and conditions, the User loses the granted rights to use the specified results of the intellectual activity of the Administration and the Mobile Application itself from the moment of such violation, and the Administration has the right to demand compensation for damage.

5. Liability and Warranties

5.1. With regard to all issues not governed by this Offer, as well

as in resolving disputes that might arise in the process of its execution, the parties shall be guided by the current legislation of the Russian Federation.

5.2. The Administration shall not have legal, financial or other responsibility for the content, quality, relevance of information, materials, nutrition/training plans provided through the Mobile Application and their compliance with current legislation. The Administration shall not be involved in legal disputes between Users and/or third parties, on either side and under no circumstances. The User is solely responsible to third parties in the event of any claims from the latter. The Administration shall not be held liable for any types of losses that occurred as a result of the User's use of the Mobile Application or its individual parts/functions; under any circumstances, the liability of the Administration, subject to Article 15 of the Civil Code of the Russian Federation, is limited to the cost of providing information services (a subscription paid by the User) by the Administration only if there is fault in its actions.

5.3. The Administration is not responsible for the quality of the connection to the Internet, related to the quality of the functioning of the networks of Internet providers, the functioning of the equipment and software of the User and other circumstances that are beyond the competence of the Administration.

5.4. The User confirms that this Agreement and its execution in no way entail the transfer to the User of any rights to the Mobile Application and its content belonging to the Administration.

5.5. If the User violates the terms of this Agreement, the Administration reserves the right to deactivate and remove the User's access to his personal account, as well as block the User's access to the Mobile Application.

5.6. The User guarantees the submission of true and accurate

information under this Agreement.

5.7. The User guarantees that at the time of the conclusion of this Agreement he is not bound by any contract or agreement with third parties that could in one way or another interfere with the full or partial fulfillment of all the provisions of this Agreement by the Parties.

5.8. The User guarantees that in the event of claims or disputes regarding the violation of the rights of third parties, in connection with the User's use of the Mobile Application, he shall settle such claims or lawsuits on his own and at his own expense, take all necessary actions that exclude the incurrance of losses and expenses for the Administration.

5.9. The User is responsible for any of his actions and (or) omissions to acts, whether deliberate and unintentional, as well as for any actions and/or omissions of persons who use his account data related to the posting and/or distribution of information on the Internet, obtaining an access to resources of third parties through use of the resources of the Administration that have caused and / or may cause a violation of any legislation of the Russian Federation, as well as for any damage caused to the Administration and third parties by the above actions and/or omissions to act. The Administration is not responsible for such actions and / or inaction of the User or persons using his account data, as well as the consequences of such actions and / or inaction.

5.10. The Administration shall not be financially liable to the User and shall not return the funds paid by the User if the information services have not been provided due to the fault of the User, in particular his failure to comply with the terms and conditions hereof.

5.11. The Administration shall not be held liable, in the cases provided for by this Agreement, for the non-fulfillment or improper

fulfillment of its obligations hereunder and possible damages resulting from:

- illegal actions of Internet users aimed at violating the information security or the normal functioning of the Mobile Application and (or) other software;
- failures in the operation of the Mobile Application and (or) other software caused by errors in the code, computer viruses and other extraneous code fragments in the software;
- absence (impossibility of establishment, termination, etc.) of Internet connections;
- carrying out domestic intelligence activities and associated activities by state and municipal bodies, as well as other organizations;
- the establishment of state regulation (or regulation by other organizations) of the economic activities of commercial organizations on the Internet and / or the establishment by the specified entities of one-time restrictions that make it difficult or impossible to fulfill this Agreement;
- other cases related to actions (inaction) of Internet users and/or other entities aimed at worsening the overall situation with the use of the Internet and/or computer equipment;
- following recommendations on the nutrition/training plan received by the User as a result of using the Mobile Application;
- use (impossibility of use) and any consequences of use (impossibility of use) of the specific form of payment for services chosen by the User under the Agreement.

5.12. If the User fails to comply with the terms of this Agreement, the Administration may suspend the provision of the Services until the User cures such violations and fully indemnifies the Administration against all losses caused by his failure. At the same time, the violation of the terms of the Agreement by the User, which entailed adverse consequences for the Administration (damage, administrative and other liability, warnings from law enforcement and other executive authorities, claims of third parties), constitutes a ground for the Administration to terminate the User's access to the contents of the Mobile Application while retaining the Mobile App subscription (access) payments made by the User as a penalty for the User's actions in addition to other losses.

5.13. In the event of any damage to individuals related to the User's failure to comply with the requirements of the Federal Law No. of July 27, 2006 "On Personal Data" in relation to personal data, the responsibility for such damage lies entirely with the User.

6. Miscellaneous

6.1. By using information from the Mobile Application, the User is aware of and accepts the risks associated with the possible inaccuracy of the information posted in the Mobile Application, as well as the fact that some information may seem to him as threatening, offensive, slanderous, knowingly false, rude, and obscene. If this happens, the User must immediately stop using the Mobile Application and inform the Administration about the presence of such information.

6.2. Unless otherwise expressly provided therein, any notifications, requests or other messages (correspondence) submitted by the Parties to each other must be in writing and sent to the receiving Party by mail, registered mail, e-mail (to/from the

address of the Administration specified in this Agreement to/from the address of the User specified during registration) or by courier, as deemed appropriate. The date of receipt of correspondence is the moment of receipt of notification about the delivery of a postal item, including registered mail, electronic confirmation of delivery when sent by e-mail (or in the absence of such, the moment of sending the message), or the day of delivery in the case of sending correspondence by courier. When considering disputes in court, the correspondence of the Parties made via e-mail and the personal account shall be recognized as sufficient evidence by the Parties.

6.3. If one or more provisions of this Agreement are for any reason invalid, unenforceable, such invalidity does not affect the validity of any other provisions of the Offer (Agreement).

6.4. Neither Party may transfer their respective rights hereunder to a third party without the written consent of the other Party.

6.5. All disputes regarding the execution of this Agreement that have arisen between the Parties shall be resolved through negotiations.

6.6. If the Parties failed to reach to an agreement through negotiations, the unsettled dispute shall be submitted to a court at the location of the Administration.

6.7. To contact the Administration, the User can use a special feedback form in the Mobile Application or write to the Administration by e-mail: support@momslab.app