

# Terms of Use

Effective as of January 1, 2020

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These Terms of Use (this “Agreement”) is a legal agreement between you (“you”) and Logtime, Inc., (“Company,” “we” or “us”) for use of the Logtime mobile application, the website (logtime.ru and logtime.ru/en and app.logtime.ru), the servers used by the application, the computer files stored on such servers, and all related services, and all related services, features and content offered by the Company (collectively, the “App”). This Agreement is not concluded with Apple, Inc., any of its subsidiaries, Google, Inc., any of its subsidiaries, or any other entity as may apply.

## 1. Acceptance of terms

Please read this Agreement carefully. By creating an account or accessing or using the App, you acknowledge that you accept and agree to be bound by the terms of this Agreement. **IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE APP.**

We may modify this Agreement from time to time. We will notify you by email, through the App, or by presenting you with a new version of the Agreement for you to accept if we make modifications that materially change your rights. Your continued use of the App after the effective date of an updated version of the Agreement will indicate your acceptance of the Agreement as modified.

## 2. Registration and eligibility

To use the App, you may be required to create or update an account (“Account”) and will be asked to provide certain personal information, which may include your name and e- mail address. This information will be held and used in accordance with our privacy policy, which can be found at [logtime.ru/policy.pdf](http://logtime.ru/policy.pdf) (“Privacy Policy”). You agree that you will supply accurate and complete information to the Company, and that you will update that information promptly after it changes.

To create an Account and access the App, you must be at least 13 years old (16 years old in EU) and not barred from using the App under applicable law. If you are under 18, your parent or guardian must review and accept the terms of this Agreement, and by using the App, you confirm that your parent or guardian has so reviewed and accepted this Agreement. We reserve the right to limit the availability to users under the age of 18 of certain content in the App, in our sole discretion.

### **3. Your use of the App**

Any content you submit through the App is governed by the Company's Privacy Policy [logtime.ru/policy.pdf](https://logtime.ru/policy.pdf). To the extent there is an inconsistency between this Agreement and the Company's Privacy Policy, these Terms shall govern. If you submit a question or response, you are solely responsible for your own communications, the consequences of posting those communications, and your reliance on any communications found in the public areas. The Company and its licensors are not responsible for the consequences of any communications in the public areas. As a condition of using the App, you agree not to use the App for any purpose that is prohibited by this Agreement. You are responsible for all of your activity in connection with the App and you shall abide by all local, state, national, and international laws and regulations and any applicable regulatory codes. You agree that if you take any of the following actions, you will be materially breaching this Agreement, and you agree that you **SHALL NOT:**

- a. resell, rent, lease, loan, sublicense, distribute, or otherwise transfer rights to the App;
- b. modify, reverse engineer, decompile or disassemble the App;
- c. copy, adapt, alter, modify, translate, or create derivative works of the App without the written authorization of the Company;
- d. permit other individuals to use the App, including but not limited to shared use via a network connection, except under the terms of this Agreement;
- e. circumvent or disable any technological features or measures in the App for protection of intellectual property rights;
- f. use the App in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction;
- g. use or access the App to compile data in a manner that is used or usable by a competitive product or service;
- h. use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e- mail or repetitive messages to anyone;
- i. use your Account to engage in any illegal conduct;

- j. upload to transmit any communications that infringe or violate the rights of any party;
  - k. upload media 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 this Agreement and the Company's Privacy Policy; or
  - l. upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this website.
- Any such forbidden use shall immediately terminate your license to use the App.

## **4. Children's privacy and age restrictions**

We are committed to protecting the privacy of children.

You should be aware that this App is not intended or designed to attract children under the age of 13. We do not collect personal data from any person we actually know is a child under the age of 13.

If you are a European Union resident, you shall be at least 16 years old in order to use the App. To the extent prohibited by applicable law, we do not allow the use of the

App by European Union residents younger than 16 years old.

You must be at least 18 years old to use some features of the App (e.g., some courses, content, or discussion topics in Secret Chats).

If you are aware of anyone that does not comply with these limitations, please contact us at [hello@logtime.ru](mailto:hello@logtime.ru) , and we will take steps to delete or terminate her account.

## **5. Export and economic sanctions control**

The software that supports the App may be subject to U.S. export and reexport control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department’s Office of Foreign Assets Control (“OFAC”), and the International Traffic in Arms Regulations (“ITAR”) maintained by the Department of State. You represent and warrant that you are (1) not located in any country or region that is subject to a U.S. government embargo, and (2) are not a denied party as specified in the regulations listed above.

You agree to comply with all U.S. and foreign export laws and regulations to ensure that neither the App nor any technical data related thereto nor any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

## **6. Limited License to the App**

We grant you a personal, worldwide, revocable, non-transferable and non-exclusive license to access and use the App for personal and non-commercial purposes in accordance with the terms of this Agreement.

All rights, title, and interest in and to the App not expressly granted in this Agreement are reserved by the Company. If you wish to use the Company's software, title, trade name, trademark, service mark, logo, domain name and/or any other identification with notable brand features or other content owned by the Company, you must obtain written permission from the Company. Permission requests may be sent to [hello@logtime.ru](mailto:hello@logtime.ru).

To avoid any doubt, the Company owns all the text, images, photos, audio, video, location data, and all other forms of data or communication that the Company creates and makes available in connection with the App, including but not limited to visual interfaces, interactive features, graphics, design, compilation of User Content, and the compilation of aggregate user review ratings and all other elements and components of the App, excluding User Content (as defined below). Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the App and the Company's Content are retained by us.



## **7. License to User Content**

The App enables you to input personal notes, tasks, goals, upload pictures, submit content and log certain information into the App (“User Content”). You retain all rights to such User Content that you post or log in the App.

By providing your User Content to the App, you (a) grant the Company a non-exclusive, transferable, sublicensable, worldwide, 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 App and related services and/or for the Company’s promotional purposes (for example, by displaying on our website, within the App, in social media, on any website or platform in the internet as we may deem appropriate), subject to the Privacy Policy; and (b) you agree to indemnify the Company and its affiliates, directors, officers, and employees and hold them harmless from any and all claims and expenses, including attorneys’ fees, arising from the media and/or your failure to comply with the terms described in this Agreement.

The Company reserves the right to review all User Content prior to submission to the App and to remove any media for any reason, at any time, without prior notice, at our sole discretion.

## 8. Subscriptions

**Logtime Premium subscription.** The mobile application offers the Premium subscription that grants you access to features like adding notes, tasks, goals, useful content. Some of our subscriptions include a free trial period, where you can experience the mobile application at no cost. Subscription with the free trial period will automatically renew to a paid subscription once your free trial expires. If you decide to unsubscribe from a paid subscription before we start charging your payment method, cancel the subscription before the free trial ends. We offer monthly and annual subscription options. Payment will be charged to your credit/debit card through your iTunes Account or Google Play after you choose one of our subscriptions and confirm your purchase. Paid subscriptions automatically renew unless auto-renew is turned off, until cancelled in the Manage Subscriptions section of your account settings. We will notify you if the price of subscription increases and, if required, seek your

consent to continue. You will be charged no more than 24 hours prior to the start of the latest paid subscription period.

Paid subscriptions automatically renew, unless auto-renew is turned off, until cancelled by contacting our support team [hello@logtime.ru](mailto:hello@logtime.ru). We will notify you if the price of subscription increases and, if required, seek your consent to continue.

## 9. Passwords

You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your App passwords or account. It is your sole responsibility to (1) control the dissemination and use of sign-in name, screen name and passwords; (2) authorize, monitor, and control access to and use of your App account and password; (3) promptly inform the Company if you believe your account or password has been compromised or if there is any other reason you need to deactivate a password.

Send us an email at [hello@logtime.ru](mailto:hello@logtime.ru). You grant the Company and all other persons or entities involved in the operation of the App the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the App. The Company cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the App.

## **10. Warranty disclaimer**

The Company controls and operates the App from various locations and makes no representation that the App is appropriate or available for use in all locations. The App or certain features of it may not be available in your location or may vary across locations.

**THE APP IS PROVIDED “AS IS”, “AS AVAILABLE” AND IS PROVIDED WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, SAVE TO THE EXTENT REQUIRED BY LAW. THE COMPANY, AND ITS DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE APP WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE APP IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (D) THE RESULTS OF USING THE APP WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE APP IS SOLELY AT YOUR OWN RISK; OR, (E) THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THE CONTENT, TEXT, IMAGES, SOFTWARE, GRAPHICS, OR COMMUNICATIONS PROVIDED BY THIRD PARTIES ON**

**OR THROUGH THE APP, INCLUDING IN SECRET CHATS. SOME STATES / COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

## **11. Limitation of liability**

IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES, ADVERTISERS, OR DATA PROVIDERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA) WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EQUITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS APP. IN NO EVENT WILL THE COMPANY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE APP NOT EXCEED THE AMOUNTS YOU HAVE PAID TO THE COMPANY .IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO THE COMPANY, AS APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE COMPANY, OR ANY THIRD PARTIES MENTIONED ON THE APP ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, CAUSED BY YOUR USE OR MISUSE OF THE APP.

## **12. Use of mobile devices**

Please note that your carrier's normal rates and fees, such as data charges, will still apply if you are using the App on a mobile device.

## **13. Third-Party Services**

The App may give you access to links to third-party websites, apps, or other products or services (“Third Party Services”). The Company does not control Third Party Services in any manner and, accordingly, does not assume any liability associated with such Third Party Services. You need to take appropriate steps to determine whether accessing a Third Party Service is appropriate, including protecting your personal information and privacy in using any such Third Party Services and complying with relevant agreements.

## **14. Your feedback**

We welcome your feedback about the App. Unless otherwise expressly declared, any communications you send to us or publish in app stores are deemed to be submitted on a non-confidential basis. You agree that we may decide to publicize such contents at our own discretion. You agree to authorize us to make use of such contents for free, and revise, modify, adjust and change contextually, or make any other changes as we deem appropriate.



## **15. Enforcement rights**

We are not obligated to monitor access or use of the App. However, we reserve the right to do so for purposes of operating and maintaining the App, ensuring your compliance with this Agreement, and complying with applicable legal requirements. We may disclose unlawful conduct to law enforcement authorities, and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable any content posted to the App or access to App at any time and without notice, and at our sole discretion if we determine in our sole discretion that your content or use of the App is objectionable or in violation this Agreement.

The Company has no liability or responsibility to users of the App or any other person or entity for performance or nonperformance of the aforementioned activities.

## **16. Changes to the App**

From time to time and without prior notice to you, we may change, expand, and improve the App. We may also, at any time, cease to continue operating part or all of the App or selectively disable certain features of the App. Your use of the App does not entitle you to the continued provision or availability of the App. Any modification or elimination of the App or any particular features will be done in our sole and absolute discretion and without an ongoing obligation or liability to you.

## **17. Indemnity**

You agree to defend, indemnify, and hold the Company, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of this Agreement.

# **18. Notice and takedown procedures**

If you believe any materials accessible on or from the App infringe your copyright, you may request removal of those materials (or access thereto) from this App by contacting the Company and providing the following information:

- a. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and, where possible, include a copy or the location (e.g., App page) of an authorized version of the work.
- b. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- c. Your name, address, telephone number and (if available) e-mail address.
- d. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
- e. A statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf.

f. A signature or the electronic equivalent from the copyright holder or authorized representative.

In an effort to protect the rights of copyright owners, the Company maintains a policy for the termination, in appropriate circumstances, of subscribers and account holders of the App who are repeat infringers.

## **Questions and comments**

If you have any comments or questions on any part of the App or any part of these Terms of Use, require support, or have any claims, please contact us at [hello@logtime.ru](mailto:hello@logtime.ru).