

# Terms of Use

Welcome to <https://kids360.app>, the company's official social media site for the mobile app "Kids360 for parents" and "Alli360" created by the "Kids360" Ltd. company (hereinafter - "Company", "We" or "Us"). This agreement discloses the terms in accordance with which the client may use our online services, website and software (in aggregate - "Service). Upon receiving access to the services or by using it the client hereby agrees to the fact that he/she is fully aware, acknowledges and accepts all terms of the present Terms of Services Use agreement (hereinafter - "Agreement"). The present agreement is applied for all potential visitors, clients and other users who use the services (hereinafter - "Users").

Terms of service use is a document that constitutes a public offer i.e an offer to conclude a license agreement providing a right to access and use of the service.

In case you disagree with these terms please do not click the "Continue" button and avoid further use of our services. Following the good faith principles and pursuing one's own interests by clicking "Continue" button (public offer acceptance) you automatically accept and agree with all terms of this agreement and its supplements (acceptance means full and unquestioning understanding) and conclude this license agreement with the service management in accordance with the terms specified in the present offer.

Any kind of dispute based on the unawareness claims as to the existence of the terms right after acceptance of the present agreement cannot be accepted or reviewed.

Service is offered and belongs rightfully to "Kids 360" Ltd.

E-mail: [support@kids360.app](mailto:support@kids360.app)

## 1. Services use

Our service is created in order to allow parents to feel secure about their children.

The client may use the service in accordance with the terms and conditions of this agreement and all applied local, governing, domestic and international laws, rights and supplements. The users under the age of 18 are not allowed to create a profile in frames of "Kids360 for parents" service.

"Kids360" service might be used by any individual specifically referring to their own children or the one who is a statutory representative for children under wardship and who are under the age of 18. The users under the age of 18 are allowed to use "Kids360" with the consent of the parents or his/her official statutory representatives to use the service and give an agreement upon the confidential data use regarding the minor in order to get connected to

the profile. The parent acceptance form can be obtained by the following link: [https://kids360.app/docs/parental\\_consent\\_form\\_ru.pdf](https://kids360.app/docs/parental_consent_form_ru.pdf)

A Child is a person who is under the age of 18 at the moment of installation and usage of the “Kids360” app.

Parent is a person who is over the age of 18 and is using the “Kids360 for parents” app in order to keep in touch with a child who is connected to the parent’s profile.

The service is meant to be used by the citizens of the Russian Federation, United States of America, and European Union countries. Please note that some service features might not be available for use outside the GPS area and wireless data transmission for the phone/device the app is installed on.

## 2. Service regulations

The client is not allowed to: (i) copy, publish or disclose any part of the Service in any media including but not limited to automated or non-automated “duplication”; (ii) use any kind of automated system including apart from everything else “robots” and any of its kind in order to access the Service in a manner allowing to send multiple requests to the Company’s servers rather than an individual can send within the same timeframe using an ordinary web browser; (iii) send spam, chain letters or any other unsuitable content; (iv) disrupt attempts, discredit the system integrity or its security or decipher the data transmitted to the server or from the servers that the service is on; (v) take any actions which can be considered by the Company as leading or possibly leading to disproportionate or meaningless heavy infrastructure load; (vi) upload invalid data, viruses, worms or any other software bots by means of the Service; (vii) collect any personal data including the profile names stored by the Service; (viii) perform non-commercial use of the Service; (ix) take on a different persona or in any other way falsify the belonging to a particular individual or a legal entity, commit fraud, hide or try to conceal your true identity; (x) affect the proper working of the Service; (xi) access to any content in frames of the Service using any technology or any other methods beside those allowed or offered by the Service; or bypassing the measures which can be taken in order to prevent or limit the access to the Service, including but not limited to the features preventing or limiting the usage or copying of any content or set the limits on the Service or its content use.

In accordance with the terms of the present Agreement the Client is offered with an unexceptional, easy-to-use, non-transferable, easily-revoked license to use the Service with the purpose of personal, non-commercial use and in accordance to the possibilities of the Service. The Company reserves the right to terminate such a license at any time and at its sole discretion.

The profiles created during the Service use allow you to access the services and features which can be expanded and maintained at the Company’s sole discretion.

Upon the creation of a profile you must provide the actual and detailed information. The Client bears full responsibility for all actions taken in frames of profile as well as keep all the personal data confidential. The Client shall promptly give notice to the Company of any security violation or any unauthorized use of the Client profile. The Company is not liable for any potential losses caused by any unauthorized use of the Client personal profile.

The Client has the right to manage his/her personal profile and the way how one interacts with the Service by changing the available settings.

### 3. Mobile software

Within frames of the Service the Company offers the mobile software and/or apps developed for the mobile devices use (hereinafter – “Mobile software”). In order to use a mobile software, the Client must have a mobile device compatible with the Mobile software. The Company does not guarantee that the Mobile software is fully compatible with the device the Client has. Hereby the Company grants the Client an unexceptional, non-transferrable, revocable license allowing the use of a compiled coded copy of Mobile software per one registered profile that belongs to or loaned exclusively by the Client for personal use only.

The Client is not allowed to: (i) modify, decompile or reconstruct the Mobile software; (ii) sublicense and spread or otherwise provide any other third party with an access to Mobile software or use Mobile software in order to provide sharing use for any third party as well; (iii) make any copy of Mobile software; (iv) remove, avoid, switch off, harm or by any other means influence the functioning of the Mobile software or (v) remove the copyrights notification and any other property rights for Mobile software. The Client agrees to the fact that the Company from time to time might release updated versions of Mobile software and may automatically update the web version of Mobile software which is installed on the mobile device. The Client agrees to the possibility of automatic updates on the mobile device as well as to the fact that the terms of present Agreement are to be applied for all kinds of such updates. Any other software that is developed by a third party and might be integrated to Mobile software is distributed on the open license basis or by means of an external client agreement unless otherwise specified in the terms of Mobile software use. The Company reserves the rights not specified in the present Agreement.

### 4. Feedback

Upon providing an e-mail address and cellphone number to the Company, the Client agrees to the fact that the Company uses the e-mail address or phone number in order to send notifications regarding the services including any kind of other notifications, claims required by the laws instead of sending letters via post. The Company also reserves the right to use the registered email address to send other notifications regarding functional changes to the Service and special offers. In case the Client does not want to receive advertisement messages via e-mail the Client is able to disable the mailing option. Please note that the

disabling of mailing options might cause the lack of information such as the notification regarding updates, modifications or offers.

## 5. Our proprietary rights

Apart from the User generated content, the Service, all materials and information specified in it or the data which is generated, collected or transferred by means of the Service or Mobile software use, pictures, text, design, illustrations, logos, patents, trademarks, service marks, copyrights, photos, audio files, videos, music and user content which belong to other users and the rights related to intellectual property are the exclusive ownership of the Company and its licensors (including other Users who allocate the User content for the Service). Except in cases explicit in the present agreement nothing in the present Agreement must be considered as the license creation, therefore the Client agrees not to sell, reproduce, share, demonstrate or execute publicly, publish, adopt, modify or perform dereliction work of any kind of Content. The Company's Content use for any purposes which are not allowed by the present Agreement are strictly prohibited.

## 6. Service features

The Service includes two interrelated programs "Kids360 for parents" which is installed on the parental mobile device and "Kids360" which is installed on the child's mobile device. To activate the access to the Service for "Kids360" app it is required to enter the access code that is sent to the parent who uses the Service "Kids360 for parents".

"Kids360 for parents" app includes the following list of features:

- statistics of the applications' usage on the child's device with the installed application "Kids360" - information in the form: "the application's name on the child's device - the usage percentage for a certain period"

By using the Service, the Client agrees access to the following data: information about app time usage on the child's device is available only on the parental device.

In case the Client refuses to give access to the aforementioned data the Service cannot fully provide you with the services, thus, the access to the Service will be limited.

## 7. Price determination and payment terms

The Company offers the free trial of the Service for appraisal of the App by the Client. In case the Client decides to use priced features of the Service (hereinafter – "Subscription features"), the Client agrees to the price determination and payment terms.

All paid subscriptions and fees for accessing the subscription features are prepaid (on a prepaid basis). The Company is not responsible for any kind of additional expenses or expenses the Client might have to cover as a result by issuing the payment order by the Company in accordance with the present Agreement (for example, commissions, taxes and fees and etc.). The order and subscription fees are determined in accordance with Internet resource terms from which the Client downloads "Kids360" and/or "Kids360 for parents" mobile apps.

Upon the registration the number of subscription features might be provided to the Client in trial mode which starts from the moment of first profile login and is available during the period of validity in accordance with the chosen tariff by the Client. The Client is able to delete his/her profile at any time. It is possible to change the profile type by the Client at any time (before or after the trial period). The Client is limited with one trial period per profile. In case the Client does not cancel/delete the profile during the trial period, the subscription fee is to be charged in accordance with the tariff terms chosen by the Client during the registration. In order to cancel the function of Subscription features at any moment please send a request to [support@kids360.app](mailto:support@kids360.app)

The Company does not make any refunds for any unused time during the subscription use, any license or subscription fee for any part of the Service, any content or data related to your profile, or any other returns if you refuse to use the Service, close your account or otherwise. Upon the cancellation of any subscription features, your subscription is valid until the end of your prepaid period.

All information provided in relation to a purchase or transaction, or any other interaction by means of the cash transactions with the Service, must be accurate, complete and current.

## 8. Profile closure

In order to cancel your subscription features please send a request to [support@kids360.app](mailto:support@kids360.app). If you send an email, specify your name, the registered email address and a phone number we can contact you back. Your account is to be closed within 5 business days after receiving the confirmation of your request.

## 9. Third-party links

The Service may contain the links to third-party websites, advertisers, services, special offers or any other events or actions which are not owned or controlled by the Company. The company is not responsible for any such third-party sites, information, materials, products or services contained at such websites. In case you access the website of a third party from the Service, you do so at your own risk and understand that this Agreement is not applied in case of visiting such websites. The Client acquits the Company from any liability arising from the use of any third-party website, service or its content. In addition to this, all relationships or promotion advertisers found on the Service, including the payment and

goods delivery as well as any other terms (e.g. guarantees) are solely between you and such advertisers. The Client agrees to the fact that the Company is not responsible for any kind of loss or damage related to your cooperation with such advertisers.

## 10. Indemnification and liability

You agree on indemnifying the Company for losses caused by violating the terms of this Agreement, including but not limited to, violating any statements and warranties specified here; the violation of any third-party rights, including but not limited to the right on privacy or intellectual property rights, the violation of any applicable law or regulation; access to any other party and use of the Service using the unique username, password or other appropriate security code.

Unless otherwise specified, all materials specified in the Service are for the individual's use only

The service is provided by the Company "as it is". The Company does not guarantee the compliance of the Service with the aims and expectations of the Users, its uninterrupted and error-free working process, the geographical coordinates determining accuracy. The Company is not responsible and does not compensate for any damage, direct or indirect, caused to the User of the Service or to third parties because of the use of or inability to use the Service.

The User bears full responsibility before the third parties for all actions when using the Service, including the fact that they comply with the requirements of the law and do not violate the rights and legitimate interests of third parties. The User independently and at his/her own expense undertakes to settle all claims of third parties related to the actions of the User when using the Service.

The Company is not responsible for the loss of gadgets (mobile devices and GPS-watch) and does not share the information to third parties about the gadget's location.

## 11. Applicable law

This Agreement is governed by the internal substantive and procedural law of the Russian Federation without observing the principles of a conflict of laws.

All disputes are resolved by sending the claims to the Company, in case it is impossible to settle the disputes within 60 calendar days from the date of receiving such claim, the Company and / or the User reserves the right to take legal action in court in accordance with the Company registration location.

## 12. General provisions

This Agreement and any rights and licenses granted upon this Agreement may not be transferred by you to any third parties. Any attempt to transfer or assign the rights of violation of this document is invalid.

The company may send notifications whether or not they are required by the law or intended for marketing or other business-related purposes, to your email, in written or in printed form, or by posting such notice on the website or on the mobile app. The company reserves the right to determine the form and means of providing the notifications to the users. The Company may, at its sole discretion, modify or update this Agreement, from time to time, and, therefore, you should periodically check this page. When we change the Agreement materially, we will update the latest modified date at the bottom of this page. Your further use of the Service after any such changes constitutes your acceptance of the new Terms of Use.

This Agreement, together with any changes and any additional agreements that you may enter into with the Company regarding the Service use, constitutes the entire agreement between you and the Company in relation to the Service. If any provision of this Agreement is considered invalid by a court of competent jurisdiction, the invalidity of such provision does not affect the validity of the remaining provisions of this Agreement, which remain in full force and effect.

## Contact details:

Contact us at [support@kids360.app](mailto:support@kids360.app) with any questions regarding this Agreement.

The latest Agreement Terms of Service use was modified on November 13, 2020.