

# TERMS AND CONDITIONS

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You have agreed to and are deemed to have agreed to these **Terms and Conditions** (alternately the “**Agreement**”). If you used any of the Services and/or the Website then You expressly acknowledged and agreed that You are entering into this **binding legal agreement** with the Company.

The Company reserves the right to modify the terms of this Agreement at any time. You should check these Terms and Conditions periodically for changes. By using the Website and/ or provided Services after the Company post any changes to these Terms and Conditions, You agree to accept those changes, whether or not You have reviewed them.

The Company Privacy Policy is incorporated into this Agreement and shall be considered part of these Terms and Conditions.

Any attempt by You to supplement or modify the Agreement will be considered an attempted material alteration of the Agreement and such attempted material alteration is therefore null and void.

## 1. USED TERMS

Company (“**Company**”, “**Developer**”, “**Developers**”) refers to CryptoRaven OÜ, Roosikrantsi tn 2-K138, Tallinn city, Harju county, 10119, the owner and operator both of this Website and Services provided within.

The Website (“**Website**”, “**Websites**”) refers to all of the websites, any of its/ their subdomains, which belongs to the Company.

The Services ( “**Service**”, “**Services**”, “**App**”, “**Apps**”) refer to provided services and available applications by Company on the Website and Apple App Store.

“**You**”, “**User**”, “**Users**” refer to any user of the Website and/or Applications, including but not limited to all Users as well as any purchaser or subscribers to any of the products or services of the Company.

By:

- i Visiting and using this Website;
- ii Subscribing to, accepting, or creating a membership, account or profile on the Website or with COMPANY;
- iii Purchasing any products and services provided by COMPANY
- iv Otherwise indicating that You are agreeing to these Terms and Conditions.

## **2. INTELLECTUAL PROPERTY**

The Service itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it belong to the CryptoRaven OÜ only.

You are not allowed to copy, or modify the Website and Service, any part of it, or the Trademarks in any way. You are not allowed to attempt to extract the source code of the Service, and you are also forbidden to translate the Service into other languages, or make derivative versions.

The Company, the Website, the Services provided and the Developer’s data providers / Developer’s backend providers **are not affiliated** with Facebook inc., Instagram inc., Tumblr inc., Google inc., Twitter inc.

### **3. ACCEPTABLE USE**

You are allowed to use the Website in only acceptable way described herein.

You can use the Services in only acceptable way described separately in the instruction of the Service available on Service site on Apple App Store and/or in Service itself.

You are forbidden to take any actions which may distract or/and change the functionality of Website and Services.

If use of the Website or/and Services provided may break any other applicable laws of Third Parties, you are forbidden to use both Website and Services.

### **4. THIRD PARTY CONTENT, LINKS AND SERVICES**

The Website may contain links to websites maintained by third parties (“**Third Party**”), including service providers. Such links to Third Party Websites are provided for Your convenience and reference only. The Company does not operate or control and is not responsible for, any content, software, products or services available on Third Party Websites. The Company’s inclusion of links to Third Party Websites does not imply endorsement, warranty, guarantee or recommendation of them, or of the content, property, products or services of the sponsoring organization thereof.

Services provided are data aggregators of content supplied by third parties and users and assumes no obligation to exercise editorial control over the opinions, advice, statements, services, offers or other content provided by third parties, including by users. Nevertheless, the Company reserves the right to screen, review, edit or remove content if it does not comply with laws, rules, regulations, or these Terms and Conditions, or for any other reason the Company deems relevant in its sole discretion.

Descriptions of products or services for sale by other users or third parties, and other information appearing on the Services or on Third Party Websites have not been verified by the Company, and are not intended to be and are not binding on Company. All prices and terms are subject to change without notice.

You acknowledge and agree that Your purchase and/or use of any product or service in connection with the Website and Apple App Store shall be subject to the terms of a separate agreement between You and the applicable provider and that the Company has no liability to You in relation to Your dealings with, or the acts or omissions of, that party.

## **5. TECHNICAL REQUIREMENTS**

Some Services may be provided only on specified devices and/or softwares and specific softwares versions, therefore you should make sure that you will be able to use it on your own.

The Service can only be used via Apple devices and iOS, which are specified separately in Information provided on Service site on Apple App Store.

The Service requires to have an active internet connection. The connection can be Wi-Fi, or provided by User mobile network provider, but the Developers do not take any responsibility for the Service not working at its functionality if User does not have access to Wi-Fi.

At some point Developers may wish to update the App. The requirements may change, and you'll need to download the updates if you want to keep using the Service. The Developers do not promise that will always update the app so that it is relevant to you and/or works with the iOS version that you have installed on your device.

You are not permitted to use the Service if device/devices you downloaded the App was/ is jailbroken.

In order to provide certain Services, User is obligated to make any necessary changes, which are included in instructions added to all provided Services, separately or applied to the certain group of Service.

The Developer does not take any responsibility of a way User use the App.

## **6. SERVICES PROVIDED**

The Service gives User access to certain tools. Functions of the Services are clearly described in the site separately or sites in general of Service on Apple App Store or/and on the Service itself in general or/and separately.

In some parts of Service other Users are involved, therefore you agree that other Users can take actions, only restricted to the function you choose of the Service, with the content you put to the Service.

The Service may contain links to third-party services. The Developer does not take any responsibility for third-party services. It is strongly recommended to You to read any other terms and conditions and privacy policies of any third-party service.

You use the Service fully on your responsibility.

The Developer does not sell likes, followers, or other, on other services and platforms. The Developer does offer position in feed across the Service.

## 7. SERVICE TERMINOLOGY

Coins ( called also tokens, credits, which may be different in every App) (“**Coins**”) are funds which you can use to have access only to some functions of the some specified Services itself.

Coins belong only to one account and they are not possible to transfer. However, you are allowed to contact Support Mail and ask for manual transfer through Services. In such situation you must provide email addresses for account you have Coins in and account you want transfer Coins to. By doing so, you declare that you are an owner of those accounts. The Developer can refuse transfer without giving any reason and without prior notice.

You can earn Coins by doing actions described in every Service. Using some functions of the Service require payments in Coins. By choosing those functions, you agree to pay in Coins.

You are not allowed to require refund of Coins after you use the Service. You understand and agree that only way to spend your Coins is using the certain functions of the Service.

Your Coins balance will be charged in the exact prize of function you choose. In-app purchases are the fastest way to increase your Coins balance. Current offers and prizes of Coins are displayed in every App.

Payments are possible only by accessing iTunes, and are only in the safe way. You must make sure how many Coins you want to buy. You understand and agree that you should protect access to the App as any person which have access to your device where the App is downloaded does not make in-app purchase without your permission.

The Developer does not take any responsibility for inappropriate use of in-app purchases of the Service.

Order (“**Order**” / “**Orders**”) is function you buy using Coins. Orders specify for what you used function to. This specification may vary depending on a part of the Service or currently using version of the Service by you.

The Developer does not guarantee the time of delivery your Order. When you place your Order, you will see it on tab “Check your order’s progress” ( name of the tab may be differ regarding App and version of it, however it usually mention “Order”/“Orders” in its label) .

When your order is proceed by the Service, you see communicate “pending” or “in progress” near every visible Order. Numbers displayed during the process of delivering your Order may differ from actual once on original site where content of your Order is displayed. You understand and agree that time of some functions in the Service depend from speed of actions of other Users.

Once Order is delivered, the Developer does not give any guarantee of durability. As some functions depend from actions taking by other Users, the Developer does not take any responsibility of their actions on content provided by you.

Final numbers which are reflected in completed Orders may be differ from numbers reflected on the original site where your content is uploaded. However, you can contact the Developer via Support Mail and may receive some information regarding your Orders.

History of past Orders placed by you are limited to certain amounts, which can be different in any Service. However, this limitations does not equal limitation of Orders you can placed. You can place as many Orders as you can afford to using Coins you have earned or/and buy via in-app purchases.

“**Origin**” refers to the country and/or region where other User is claiming to permanently stay or temporary stay.

**“Initial Account Balance”** - every new Users of certain Services only is granted with 200 Coins / 30 Coins, depending on the App downloaded, when download the App.

User is allowed to use Initial Account Balance in the downloaded App by their own.

The Developer reserves the right to change Initial Account Balance any time without prior notice.

Nevertheless, terminology used in Services and the Website may differ. Therefore you should read the instructions carefully every time when accessing the Website and/or the Services. The Company does not take any responsibility for your misunderstandings of the terminology and functions of the Website and/or Services provided.

## **8. PAYMENTS**

The Service can include in-app purchases, which you are always informed via the Service site on the Website or/and Apple App Store.

Payments are made only by safe and secure way via iTunes, when the Service is available on Apple App Store and/or G2A Pay services provided by G2A.COM Limited.

When you use G2A Pay services provided by G2A.COM Limited (hereinafter referred to as the "G2A Pay services provider") to make a purchase on our website, responsibility over your purchase will first be transferred to G2A.COM Limited before it is delivered to you. G2A Pay services provider assumes primary responsibility, with our assistance, for payment and payment related customer support. The terms between G2A Pay services provider and customers who utilise services of G2A Pay are governed by separate agreements and are not subject to the Terms on this website.



With respect to customers making purchases through G2A Pay services provider checkout, (i) the Privacy Policy of G2A Pay services provider shall apply to all payments and should be reviewed before making any purchase, and (ii) the G2A Pay services provider Refund Policy shall apply to all payments unless notice is expressly provided by the relevant supplier to buyers in advance. In addition the purchase of certain products may also require shoppers to agree to one or more End-User License Agreements (or "EULAs") that may include additional terms set by the product supplier rather than by Us or G2A Pay services provider. You will be bound by any EULA that you agree to.

We and/or entities that sell products on our website by using G2A Pay services are primarily responsible for warranty, maintenance, technical or product support services for those Products. We and/or entities that sell products on our website are primarily responsible to users for any liabilities related to fulfilment of orders, and EULAs entered into by the End-User Customer. G2A Pay services provider is primarily responsible for facilitating your payment.

You are responsible for any fees, taxes or other costs associated with the purchase and delivery of your items resulting from charges imposed by your relationship with payment services providers or the duties and taxes imposed by your local customs officials or other regulatory body.

For customer service inquiries or disputes, You may contact us via contact form on website or within application support/feedback button.

Questions related to payments made through G2A Pay services provider payment should be addressed to [support@g2a.com](mailto:support@g2a.com).

Where possible, we will work with You and/or any user selling on our website, to resolve any disputes arising from your purchase.

You understand and agree that only You can make in-app purchase.

The Developer does not provide refund of payments. However, if you have an issue with the Service in-app purchases, you can contact the Developer via Support Mail and obtain some refund in Coins. The final decision belongs only to the Developer.

You must make your purchases in acceptance with applicable law.

Some Services offered on the Website only can have different prices depending on individual case, thus you should contact the Company via support tab available on the Website.

Any attempt to change and cheat in in-app payments will affect immediately adding negative balance of your Coins and/or ban of using the Service. Ban can be temporary or permanent. The Developers reserve the right to decide in this matter.

## **9. PRIVACY POLICY**

The Service does not store any personal information which are not necessary to provide the Service.

You are obligated to protect by yourself your personal information and access to the Service.

## **10. USER'S CONTENT**

At some point of Services, Users can upload content to the Services.

The Developer does not take any responsibility for these Users content.

You are not permitted to upload any content which promotes services similar to the Service and/ or show the Service in deceitful and harmful way.

You understand and agree that you can not upload any content against applicable law.

You are free to upload any content as long as it does not violate this Agreement.

The Company has the right, but not the obligation, to remove any content from Services provided by You when the Company has a good faith belief is incorrect, misleading, or in violation of law and the Agreement without prior notice and any notice to You.

## **11. TERMINATION**

The Developer reserves the right to terminate your access to the Service without any prior notice.

Unless the Developer inform you, otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the App, and (if needed) delete it from your device.

No refund or partial refund of any fees paid hereunder or any other fees will be made for any reason.

## **12. CONTACT**

If you need support regarding the Service or want to contact the Company regarding business matters, you can email :

- a) support@cryptoraven.com
- b) use “**Contact Us**” tab on the Website
- c) use “**Send Us Feedback**” / “**Contact Us**” tab on the Service used

The email (“**Support Mail**”) and other ways to contact the Company included in Terms and Conditions are only valid ways to contact Developer.

It is strongly recommended to ask questions regarding the Service or the Website if you have any problems or issues related to the Service.

If you are interested in purchasing individual services listed in the Website or have similar need associated with Services provided, contact the Company via Contact Us tab or Support Mail to receive more information.

You are not permitted to obtain any confidential info and sending demands regarding it.

If you need support, you must provide necessary info regarding your issue, such as, but not limited to, URL links, screenshots from the Service. Refusing to provide content asked via Support Mail can affect that you will not receive any support help.

You are not permitted to include in mail to Support Mail any harmful content, such as malware, fishing attack, or any personal insults.

You are not allowed to modify requested information. Such behaviour will affect that You will be not able to receive any support or/and have added negative Coins balance or/and temporary blocked from using the Service or/and permanently blocked from using the Service.

The Company is not obligated to respond you in any restricted time or at all. However, the majority of Users receive reply from Support Mail in no longer than 24 hours.

### **13. COPYRIGHTS , TRADEMARK, OWNERSHIP OF THE WEBSITE AND SERVICES PROVIDED**

All content included on this Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of the Company or its content suppliers and protected by Republic of Estonia and international copyright laws.

The compilation of all content on this Website is the exclusive property of the Company and protected by Republic of Estonia and international copyright laws.

The Company name and other Company logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of the Company or its affiliates in the Republic of Estonia and/or other countries.

Company's trademarks and trade dress may not be used in connection with any product or service that is not that of the Company, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits the Company.

All other trademarks not owned by the Company or its affiliates that appear on the Website or the Services are the property of their respective owners, who may or may not be connected to or sponsored by the Company or its affiliates .

The Website is and shall remain the sole and exclusive property of the Company. You shall have only the limited rights with respect to the Website as expressly granted in this Agreement, and all rights not expressly granted herein are reserved by the Company.

You acknowledge and agree that only the Company shall have the right to alter, maintain, enhance or otherwise modify the Website, or its products or Services.

The Company reserves the right to modify or to discontinue the Website and any products or services provided by the Company hereunder, with or without notice to You.

The Company shall not be liable to You in the any event.

Any unauthorized use, distribution or reproduction of the product or services of the Company are not permitted, shall constitute a violation of law, and shall entitle Company to, in addition to any other remedy at law or equity, injunctive relief.

You agree to take all reasonable steps to prevent the materials of Company which you have access to from being copied or used in an unauthorized manner.

#### **14. INDEMNIFICATION**

**YOU AGREE THAT YOU WILL INDEMNIFY, DEFEND AND HOLD THE COMPANY AND THE COMPANY'S PARENTS, AFFILIATES, SUBSIDIARIES, RELATED ENTITIES, OFFICERS, DIRECTORS, AND OTHER REPRESENTATIVES, AND CUSTOMERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES, INCURRED BY THE COMPANY AND THE INDEMNIFIED PARTIES**

#### **15. GOVERNING LAW, DISPUTES, BINDING ARBITRATION**

This Agreement is governed in accordance with the laws of Republic of Estonia, without regard to its conflict of law provisions. The Developer's failure to enforce any right or provision of these Agreement will not be considered a waiver of those rights. If any provision of these Agreement is

held to be invalid or unenforceable by a court, the remaining provisions of these Agreement will remain in effect. These Agreement constitute the entire agreement between the Developer regarding the Service, and supersede and replace any prior agreements the Developer might have regarding the Service.

You agree that any claim or controversy arising out of or relating to the use of the Website, its content, or the property, products or services of the Company, or to any acts or omissions for which You may contend Company or its employees or directors are liable, including but not limited to any claim or controversy (“**Disputes**”), shall be finally and exclusively settled by arbitration in Republic of Estonia, and that said arbitration shall be governed by Estonian law. You and the Company agree that the arbitrator shall have limited authority to award damages such that the arbitrator shall not have the power to award damages in excess of those permitted under the Agreement and in no event more than actual compensatory damages. **YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED BY BINDING ARBITRATION IN REPUBLIC OF ESTONIA. THUS, YOU GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS AND GIVE UP YOUR RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS AND TO SERVE AS A PRIVATE ATTORNEY GENERAL OR IN ANY OTHER REPRESENTATIVE CAPACITY IN CONNECTION WITH A DISPUTE. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY.** You also acknowledge and understand that, with respect to any Dispute, in the event the Company incurs attorney fees or expenses in connection with the collection of sums owed to the Company by You under this Agreement, the Company shall be entitled to recovery of those fees and expenses from You.

## **16. DISCLAIMERS TO LIABILITY**

**THE WEBSITE, ITS CONTENT, THE PRODUCTS AND SERVICES OF THE COMPANY AND OTHERS, INCLUDING BUT NOT LIMITED TO THAT**

**LISTED ON THE WEBSITE, ARE PROVIDED “AS IS” AND “AS AVAILABLE”. COMPANY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER RELATING TO THE WEBSITE, ITS CONTENT, THE PRODUCTS AND/OR SERVICES OF COMPANY, AND THE PRODUCTS, SERVICES AND PROPERTY OF OTHERS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON INFRINGEMENT. COMPANY MAKES NO GUARANTEE THAT THE CONTENT OF THE WEBSITE IS UP-TO-DATE, ACCURATE OR COMPLETE, AND YOU SHOULD NOT RELY ON OR ASSUME ITS ACCURACY FOR ANY DECISION OR TO TAKE ANY ACTION. COMPANY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT LOSS OF YOUR DATA WILL NOT OCCUR. COMPANY HEREBY DISCLAIMS ANY WARRANTY THAT THE WEBSITE, ITS CONTENT, THE PRODUCTS AND SERVICES OF COMPANY, OR THE PRODUCTS AND SERVICES OF OTHERS WILL BE FREE OF INTERRUPTION OR DEFECTS, OR THAT THE WEBSITE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT HAS CONTAMINATING OR DESTRUCTIVE PROPERTIES.**

**IN NO EVENT WILL THE COMPANY AND / OR COMPANY’S DATA / BACKEND PROVIDERS/ SHAREHOLDERS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY, FOR LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, FOR BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR PERSONAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SERVICE.**



**BY YOUR USE OF THE WEBSITE, ITS CONTENT, OR THE PRODUCTS OR SERVICES OF COMPANY, YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF SUCH IS AT YOUR OWN RISK. NEITHER COMPANY NOR ITS EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS OR OTHER REPRESENTATIVES OR ASSOCIATES ARE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHER INJURY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WEBSITE, ITS CONTENT OR THE USE OF THE PRODUCTS OR SERVICES OF COMPANY, OR WITH DELAY OR INABILITY TO USE THE WEBSITE (INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA), WHETHER ARISING FROM CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND REGARDLESS OF WHETHER OR NOT YOU KNOW, SUSPECT OR HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.**

CryptoRaven OÜ

Last updated: 17.10.2017

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