

# User Agreement of ZANTEMARK LIMITED

Version **1.5**

**This ZANTEMARK LIMITED User Agreement (hereinafter the Agreement) defines the scope of rights and obligations of the Parties while using YOLOCO service (software product) located on the Internet at <https://app.yoloco.io>. Before starting to use YOLOCO service Client is obliged to look closely at the provisions of the Agreement.**

## 1. General provisions

- 1.1. This Agreement is a written public offer of ZANTEMARK LIMITED (company number HE 426044, registered at Themistokli Dervi, 5 Elenion Building, 1066, Nicosia, Cyprus) hereinafter referred to as the "Contractor", addressed to individuals with full legal capacity, individual entrepreneurs, as well as legal entities hereinafter referred to as the "Client" , on providing an opportunity of using the YOLOCO service on conditions and in order established by the Agreement provisions.
- 1.2. The Contractor and the Client are jointly referred to as the "Parties" and individually as the "Party". The Parties guarantee to each other that they have the necessary legal or dispositive capacity, as well as all rights and powers necessary and sufficient for the conclusion and execution of the terms of this Agreement.
- 1.3. The current version of the Agreement is always posted on the Site and is offered to the Client for review before the Client accepts it.
- 1.4. Services, stipulated by the present Agreement, including those indicated in the sections of the Site, shall be rendered solely under the terms of the Agreement. Registration on the Site of YOLOCO service or payment for services is an acceptance of this offer by the Client which means complete and unconditional acceptance of all below-mentioned conditions of the Agreement that are not subject to change.

## 2. Terms and definitions

- "Account" means a unique identifier (login) and password of the Client used for access to the personal account of the Site. The email address specified by the Client during registration shall be used as the login.
- "Client" (or "User") means individuals and legal entities who are users of the Software and have made an acceptance of the offer.
- "License" means a set of rights to use the Software or a separate software product, granted to the User, determined by the term and allowable amounts of the Software use.
- "Report" means the maximum number of reports generated by the Contractor used for the "Blogger Analytics" service.
- "Offer" means a public offer by the Contractor.
- "Personal data" - any information relating to a certain or determined on the basis of such information to an individual (subject of personal data), including his surname, first name, patronymic, year, month, date and place of birth, postal address, email address, telephone number, family, social, property status, education, profession, income, other information.
- "Software" means a set of software products of the Contractor consisting of server and client part placed on the Site.
- "Site" means the website located on the Internet at <https://app.yoloco.io>, which is also the platform of the Contractor, where the services provided in this Agreement are to be provided by the Contractor.
- "Services" means the direct provision of services by the Contractor, including those implying access to the Site to use the functionality of the Software.
- "Processor" means an online service for accepting payments on the Contractor's Site.
- "Recurring payments" means automatic renewal of subscription to the tariff plan.

## 3. Subject of the Agreement

- 3.1. The Contractor shall provide the Services to provide access to the Contractor's Software. The Services shall be provided in accordance with the terms and conditions and applicable tariffs specified in this Agreement. In accordance with the terms and conditions of this Agreement the User is granted the right (license) to use the client part of the Software.
- 3.2. Provision of access to the service is carried out after the registration on the Site and receipt by the Client of login and password, for the safety of which the Client is responsible.
- 3.3. The Contractor provides the correct functioning of the Site round the clock and undertakes to solve arising

problems as soon as possible based on the received Client's appeal.

The Client's appeal shall be considered within 3 (three) business days from the date of its receipt. The Parties mean the business days from Monday to Friday in the period from 9:00 a.m. to 6:00 p.m.

- 3.4. The Client undertakes to pay for the services of the Contractor on conditions of 100% prepayment in the order stipulated by the conditions of this Agreement.

#### **4. Procedure for provision of services by the Contractor**

- 4.1. The Contractor establishes the following limitations on the number of personal Accounts on the Site for the Client (including employees of his company):
- Tariff "Standard"
    - 1 account;
  - Tariff "Business"
    - 1 account.
- 4.2. Restriction on the number of added social media accounts for the "Blogger Analytics" section:
- Tariff "Standard" - from 1 to 60 accounts;
  - Tariff "Business" - from 1 to 1000 accounts.
- 4.3. Access of third parties to the registered User Account as well as the use of the Account of third party is forbidden. In case of violation of this condition the Contractor has a right to deactivate the registered User Account without warning. In this case monetary funds for the current usage period are not returned to the Client and are withheld as a penalty.
- 4.4. The limit on the number of resultant searches (searches for bloggers that show results in the form of a list of bloggers) is one hundred (100) per minute;
- 4.5. In addition, the Contractor may impose other restrictions of a technical nature related to the operation of social networks.

#### **5. Tariff plans of the Contractor**

- 5.1. The cost of the Contractor's services is set for one calendar month and varies depending on the selected tariff plan:
- Plan "Standard" – 40 USD;
  - Plan "Business" – 150 USD;
  - Plan "Agency" – 550 USD;
  - The "Enterprise" tariff is agreed upon individually.
- 5.2. The Contractor has set the cost of services for the provision of Reports in the amount of:
- Tariff "Reports only" - 3 reports for 6 USD;
  - Tariff "Reports only" - 10 reports for 10 USD;
  - Tariff "Reports only" - 20 reports for 18 USD.
- 5.3. The Client undertakes to additionally familiarize with the detailed description of the tariff plans at <https://app.yoloco.io/tariffs>.
- 5.4. At any time and at its own discretion the Contractor has a right to change the cost of services, and the Client shall be informed accordingly by sending notifications to the e-mail, as well as by a notification within the service.
- 5.5. The cost includes the fee for providing the Software license to the User.

#### **6. Order of payment for the services of the Contractor by the Client**

- 6.1. If the Client is an individual, the Client chooses one of the convenient payment methods offered by the Contractor:
- 6.1.1. Payment by bank cards Visa, MasterCard;
- 6.2. The Client shall make payment for Services by means of Visa, MasterCard cards on the Contractor's Site.
- 6.3. When the Client uses the online payment system, the Contractor guarantees:
- 6.3.1. Personal information provided by the Client (name, surname, gender, contact details: phone number, e-mail) is confidential and is not subject to disclosure.
  - 6.3.2. Data of the bankcard of the Client when the latter makes payment for the services of the Contractor shall not be transferred to the Contractor and shall be under the exclusive control of the payment agent.
  - 6.3.3. In case of any disputes related to write-off of funds from the Client's bankcard, the latter shall have the right to contact the technical support of the Contractor: [support@yoloco.io](mailto:support@yoloco.io).
- 6.4. If the Client is a legal entity, he/she will be offered to sign this Agreement on paper and to make further payment

to the current account of the Contractor in accordance with the invoices issued by the Contractor.

### **7. Recurrent payments**

- 7.1. The Client has the right to set Recurring Payments in personal account, i.e. automatic renewal of the subscription for the selected tariff plan.
- 7.2. Recurring payments are activated if the box "Automatically renew subscription" is ticked during payment. The Client agrees that the automatic subscription renewal checkbox is set by default in the default settings of the Client's personal account.
- 7.3. The recurring payments shall be debited monthly on the tariff plan expiry date or the next day after the tariff plan expiry date. The Client undertakes to ensure availability of funds on the payment date in the amount necessary to pay for the tariff plan for the next month.
- 7.4. In order to disconnect Recurring Payment Service it is necessary to send an appeal to the technical support of the Contractor: [support@yoloco.io](mailto:support@yoloco.io).
- 7.5. The refund for the last write-off is possible by contacting the technical support within 5 (five) calendar days from the date of automatic renewal and write-off of the recurring payments amount. For refund you should contact the technical support of the Contractor: [support@yoloco.io](mailto:support@yoloco.io).

### **8. Processing of personal data**

- 8.1. By accepting the terms of this public offer, the Client expresses his consent to the processing of the following personal data:
  - Name, surname, patronymic;
  - Date of birth;
  - Place of birth;
  - Passport information;
  - Registration address;
  - ID number;
  - Email address;
  - Contact phone numbers.
- 8.2. The Contractor shall be entitled to process the above information to fulfill its obligations to the Client under this Offer. The Contractor recognizes the importance of confidentiality of personal information provided by the Client.
- 8.3. The Contractor shall be entitled to create, collect and store the following documents and information, including those in electronic form, containing data about the Users:
  - Profile, personal account of the user;
  - Application for registration;
  - Contract (public offer);
  - Confirmation of adherence to the contract;
  - Copies of identity documents and other documents provided by the User and containing personal data;
  - Data on payments for goods/services containing the User's payment and other details;
  - Records of telephone conversations and electronic correspondence.
- 8.4. The purpose of personal data processing is to perform a set of actions aimed at achieving the purpose, including
  - Provision of consultative and information services;
  - Other transactions not prohibited by law, as well as a set of actions with personal data required to perform the above transactions;
  - Providing information of a notifying or marketing nature, including new services, promotions and events (for which the User has given its prior consent to receive them);
  - Processing of queries/complaints from Users.
- 8.5. If the User's personal data can only be obtained from a third party, the User must be notified in advance and their consent must be obtained. The third party providing the User's personal data must have the subject's consent to the transfer of personal data to the Contractor. The Contractor shall be obliged to obtain a confirmation from the third party that transfers the User's personal data that the personal data is transferred with its consent. The Contractor shall be obliged, when interacting with third parties, to conclude with them an agreement on confidentiality of information relating to personal data of Users.
- 8.6. By providing his personal information to the Contractor, the Client further in accordance with p. 1 of art. 18 of the Federal Law "On Advertising", agrees to their processing by the Contractor, including to fulfill their obligations to

the Client under this Agreement, as well as to promote the Contractor services implemented by the Contractor and (or) Partners Contractor in the ongoing joint marketing activities, by sending mailings promotional information, electronic and SMS polls, contests and etc.

- 8.7. Persons visiting the Site and the Clients agree that in order to perform obligations to the Client, as well as for the purpose of conducting marketing activities, research, analytical reports and other marketing activities, the Contractor may entrust processing of personal data (including, but not limited to, name, gender, e-mail, mobile phone number, data on accounts in social networks, information about the interests) to third parties under an agreement concluded with such persons, subject to compliance with the requirements of the legislation of the Cyprus on ensuring the confidentiality of personal data and the security of personal data during their processing. Processing of personal data means any action performed with or without the use of automated means with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (including transfer to third parties, including cross-border transfer, if the need for it arose in the performance of obligations), depersonalization, blocking, deletion, destruction of personal data.
- 8.8. The Contractor shall be entitled to use "cookies" technology to generate statistics and optimize advertising messages. "Cookies" shall not be used for establishing the Client's identity. Site visitor or Client hereby gives consent to the Contractor to process, including assigning processing to third parties, "cookies" for the above- mentioned purposes. The Client is hereby notified, understands and agrees that when using the Site for the purpose of providing the Client with the functionality of the Site, the following impersonal information is automatically transmitted to the Contractor: Client's device operating system type, browser version and identifier, the Site function usage statistics, device location data (if applicable), as well as other technical information.
- 8.9. The Client agrees that the Contractor has the right to store the above personal information of the Client, as well as the Client's personal information (personal data) for the entire period of the Client's use of the Site and for at least three years from the date of the Client's last use of the Site. Upon expiry of the said period, the consent shall be deemed extended for the next five years, provided there is no information about its revocation by the User.
- 8.10. The condition for termination of personal data processing is the liquidation of the Contractor, as well as the corresponding request of the User. Regarding legal entities, if the Client provides the Contractor with personal data of third parties during the execution of this Agreement, the Client shall additionally provide the Contractor with the consent of the third party for processing of his personal data, that signed in own hand by the third party.
- 8.11. The Contractor shall take the necessary organizational and technical measures to protect personal information of the Client from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties.
- 8.12. Processing of personal data of Users without their consent is carried out in the following cases:
- Personal data, authorized for dissemination by its owner;
  - At the request of authorized government bodies in cases stipulated by the federal law of the EU;
  - Processing of personal data is carried out on the basis of a federal law establishing its purpose, conditions for obtaining personal data and the range of subjects whose personal data is to be processed, as well as defining the operator's powers;
  - Personal data is processed for the purposes of concluding and performing an agreement to which the subject of personal data - the User - is a party;
  - Personal data is processed for statistical purposes and to improve the quality of the operator's service, subject to the obligatory depersonalization of personal data;
  - In other cases stipulated by legislation.
- 8.13. Provider has no right to receive and process personal data of the User about his race, nationality, political views, religious or philosophical beliefs, health status, intimate life.
- 8.14. The subject of personal data (the User) is obliged to provide the Contractor with accurate information about himself.
- 8.15. Only the Contractor's employees admitted to work with the Users' personal data and who signed the Agreement on nondisclosure of the Users' personal data may have access to processing of the Users' personal data. The list of organization employees having access to the Users' personal data shall be determined by the order of the General Director.
- 8.16. Protection of the User's personal data shall be performed at the expense of the Contractor in accordance with the procedure established by the legislation of the Cyprus.
- 8.17. The Contractor shall take all necessary organizational, administrative, legal and technical measures during

protecting personal data of Users, including

- Encryption (cryptographic) tools;
- Antivirus protection;
- Security analysis;
- Intrusion detection and prevention;
- Access control;
- Registration and record keeping;
- Ensuring Integrity;
- Organization of regulatory and procedural local acts governing the protection of Users' personal data.

- 8.18. Personal data of the Users in electronic form shall be stored in the protected local computer network of the Contractor, in electronic folders and files on the personal computers of employees of the Contractor, who admitted to the processing of personal data of Users.
- 8.19. Paper documents containing Users' personal data shall be kept in lockers (safes) ensuring protection against unauthorized access. At the end of each business day, all documents containing personal data of the Users shall be placed in lockers (safes) ensuring protection against unauthorized access.
- 8.20. Protection of access to electronic databases containing personal data of Users is ensured:
  - Use of licensed anti-virus and anti-hacking software that prevents unauthorized access to the Contractor's local network.
  - Delimiting access rights using an account.
  - two-stage password system: at the local computer network level and at the database level. Passwords shall be set by the Contractor's system administrator and communicated individually to the employees having access to the Users' personal data.
- 8.21. All electronic folders and files containing personal data of Users are password protected.
- 8.22. Responses to written inquiries from other organizations and institutions about the User's personal data shall be provided only with the User's consent, unless otherwise stipulated by RF legislation. Responses shall be made in writing on the Contractor's letterhead and to the extent, which does not allow disclosure of excessive amounts of the User's personal data.
- 8.26. Blocking of the User's personal data is performed upon written application of the User and implies the following:
  - Prohibit personal data editing.
  - Prohibit the dissemination of personal data by any means (e-mail, mobile communications, tangible media, etc.)
  - Prohibition of the use of personal data in mass mailings (sms, e-mail, mail, etc.)
  - Removing paper documents relating to the User, containing the User's personal data from the Contractor's internal document flow, and prohibiting their use.
- 8.27. The User's repeated consent to the processing of their personal data (if required) will result in the unblocking of their personal data.
- 8.28. Transfer of the User's personal data means distribution of information via communication channels and on tangible media.
- 8.29. Personal data of Users shall be processed and stored in information systems, as well as in hard copy in the Contractor's organization. Personal data of Users shall also be stored electronically: in the Contractor's local computer network, in electronic folders and files in PCs of employees admitted to processing of personal data of Users.
- 8.30. Retention period of the documents containing personal data of the Users, as well as documents accompanying their conclusion and execution - 3 years from the date of termination of the relationship between the User and the Contractor.
- 8.31. Personal data cannot be anonymized or destroyed during the retention period.
- 8.32. Upon expiration of the retention period, personal data may be anonymized in information systems and destroyed on paper in the order prescribed by applicable laws of the Cyprus.
- 8.33. Upon the User's application via email [support@voloco.io](mailto:support@voloco.io) the personal data of such User can be deleted/retracted by the Contractor within two business days from the date of receipt of the application.
- 8.34. Employees of the Contractor, who guilty in violation of the rules governing the receipt, processing and protection of personal data shall be disciplinary, administrative, civil or criminal liability in accordance with applicable law of the Cyprus and the internal local acts of the Contractor.

## **9. License**

- 9.1. The Contractor gives to the Client for the term of use (payment) of Services non-exclusive license for the right to use programs installed on the Site. Exclusive rights for the Site and for the software created by the Contractor belong only to the Contractor.
- 9.2. Provider allows the User to view and download information from the Site solely for personal use. It is forbidden to modify the information obtained on the Site. Any use of information on other Sites or computer networks is prohibited.
- 9.3. The User agrees not to reproduce, duplicate or copy any portion of the Software.
- 9.4. The rights of use are granted to the User from the moment of granting the possibility of using the Software by authorization of the data - login and password.
- 9.5. The basis for granting the User the rights to use the Software is the payment received to the Contractor's current account (except when a test (demo) period is provided to the User - in these cases the basis for providing the User with access to the Software is the User's registration on the Site and acceptance of the respective offer to activate the test (demo) period).
- 9.6. Termination of the license (suspension of the license) is the basis for terminating the User's access to the Software.
- 9.7. The Contractor is entitled to change the composition of the Software (elements of the Software - software products), to change the interface, the order of access to the Software, the main functionalities of the Software. Information about the changes and special conditions of use of the Software are brought to the notice of the User by posting on the Site.
- 9.8. The Contractor shall be entitled to provide the User with a test (demo) period, during which the User may use the Software without paying a license fee, but within the limits of the powers defined in this Agreement, information about the validity period of the test (demo) period is posted by the Company on the Site or provided to the User in electronic form. The right of the test (demo) period to use the Software is granted once to a particular User and in respect of a particular information resource.
- 9.9. If the User abuses its right to use the Software during the test (demo) period, the Company is entitled to terminate the User's access to the Software, equally to exclude the possibility of using the Software on information resources.
- 9.10. The Contractor independently and unilaterally determines the procedure and terms of granting to the User the rights to use the test (demo) period, and has the right to change them at any time.
- 9.11. The User undertakes to indicate the source of the data received from the Provider's Site in the materials created by the User and intended for third parties (presentations, reports, etc.).
- 9.12. The Client may not sublicense, lease or lend its rights to the Software, Documentation provided under the terms of this Agreement to any third party without obtaining prior written consent from the Contractor.

## **10. Responsibility**

- 10.1. For non-fulfillment and/or improper fulfillment of the obligations assumed under this Agreement the Parties shall be liable in accordance with the legislation of the Cyprus and EU and the terms and conditions of this Agreement.
- 10.2. A Party shall be excused from liability for failure to perform or improper performance of its obligations under this Agreement if such failure is caused by force majeure arising after the conclusion of the Agreement between the Parties.
- 10.3. Force majeure circumstances include extraordinary and unavoidable circumstances under the given conditions, such as strikes, floods, earthquakes and other natural disasters, war and military actions, as well as other circumstances of an objective nature that are beyond the will and control of the Parties.
- 10.4. The Contractor shall not be liable for possible unlawful acts of the User against third parties, or third parties against the User.
- 10.5. If third parties gain access to the information stored in the Software in an illegal way, including through breaking of source protection or information storage locations (despite the measures taken by the Contractor to protect against unauthorized access), it is not the reason to hold the Contractor liable, nor the reason to compensate any losses by the Contractor.
- 10.6. The Contractor shall not be liable for any damage, losses or costs (actual or possible) arising in connection with this Site, its use or inability to use it.
- 10.7. Provider is not responsible for the User's loss of access to his account on the Site.
- 10.8. The Contractor is not responsible for incomplete, inaccurate, incorrect data provided by the User when creating the User's account.
- 10.9. Restriction of access to the information resource, on which the Software is used, by the acts of public authorities is not a breach of Contractor's obligations under the Agreement and is not the basis for refunding the money paid by the User.

- 10.10. User hereby acknowledges and agrees that the Software is not free from software errors and malfunctions. The Contractor shall not be liable to the User for possible losses of the latter caused by the said failures (errors).
- 10.11. Responsibility for actions (omissions) performed by the User by means of the Software is fully borne by the User. The User shall independently and at its own expense consider and, if necessary, satisfy claims (applications, statements of claim, demands) made to the User (Company) due to violation of third parties' rights when using the Software by the User.

#### **11. Dispute resolution**

- 11.1. All disputes or disagreements arising in connection with the performance and (or) non-performance and (or) improper performance of the provisions of this Agreement shall be resolved in accordance with the claim procedure.
- 11.2. Before going to court with a claim for disputes arising from the relationship between the User and the Contractor, it is mandatory to submit a claim (written offer to voluntarily resolve the dispute).
- 11.3. The Party, that consider its rights to be violated, shall send to the other Party a claim in a simple written form with duly certified documents, substantiating the stated requirements, within 5 (five) days from the moment of the dispute. In case of breach of the 5-day period for sending the claim, the claim shall not be considered.
- 11.4. The recipient of the claim within 30 calendar days from the date of receipt of the claim, shall notify the applicant of the claim in writing of the results of consideration of the claim.
- 11.5. If no agreement is reached, the dispute may be submitted for consideration to a judicial authority in accordance with the current legislation at the location of the Contractor.

#### **12. Final provisions**

- 12.1. The Client has the right to unilaterally and extrajudicially refuse to perform this Agreement at any time by sending a written notice to the Contractor's technical support address: [support@yoloco.io](mailto:support@yoloco.io), at the same time:
  - 12.1.1. The Client retains access to the Account until the end of the current month in which the notice of cancellation of services is submitted.
  - 12.1.2. The funds shall be returned to the Client's current account within 5 (five) business days from the date of receipt of the Client's notification of refusal to use the services.
  - 12.1.3. Funds are refunded for the entire subsequent and previously paid by the Client period following the end of the current month in which the notice of refusal to use the services is submitted.
- 12.2. The Contractor shall have the right to unilaterally modify the terms and conditions of this Agreement at any time during its validity. The amended Agreement is subject to immediate posting on the Site. The Client shall independently check the release of updated versions of the Agreement. The use of the Software by the User after the changes in the text of this Agreement means the acceptance of this Agreement taking into account the changes made.
- 12.3. In all matters not regulated by the provisions of this Agreement, the Offer, as well as in the settlement of disputes arising in the course of its execution, the Parties shall be governed by the current legislation of the Cyprus.
- 12.4. All annexes to this Agreement available on the Site shall form an integral part of such Agreement and shall be the official documents of the Contractor.
- 12.5. The Agreement comes into force from the moment of its posting on the Site and is valid until its revision or cancellation.