

# User Agreement for YOWAY mobile application

Kyiv

“01” September 2024

This Agreement defines the terms and conditions of use of the YOWAY mobile application (hereinafter referred to as the Mobile Application, YOWAY).

The Agreement is a legal document that defines the terms and conditions for using the «YOWAY» mobile application and is concluded between the individual entrepreneur Oleksandr Nechyporenko (hereinafter referred to as the «Administrator»), the owner of the mobile application, and any person who has accepted the offer, i.e. has become a user of the YOWAY mobile application (hereinafter referred to as the «User»).

Please read these terms and conditions carefully before using «YOWAY». If you continue to use the mobile application, you thereby confirm that you have fully and unconditionally accepted all the terms and conditions of this Agreement, confirm that you understand these terms and conditions, and enter into a public agreement with the sole proprietor Oleksandr Nechyporenko.

## TERMS

**The User** is a person who has installed the Mobile Application on his/her mobile device, has accepted the terms of this Agreement, and is using the Mobile Application in accordance with this Agreement. Users in YOWAY can also have the status of Route Author. Users - authors (hereinafter referred to as Author, Authors, User-Authors) of routes can create their own routes, which are made available to other Users, as well as create their own audio materials.

**Administrator** - an individual entrepreneur Oleksandr Nechyporenko, who is the owner of the Mobile Application, is engaged in the administration and development of the Mobile Application; **YOWAY** (and/or the Mobile Application) - a mobile application to which the Administrator provides access for download in the App Store and Google Play and which can be downloaded and used by the User. All rights to the Mobile Application are owned by the Administrator.

## 1. GENERAL PROVISIONS. SUBJECT MATTER OF THE AGREEMENT

1.1. YOWAY is a mobile application that allows the User to create personalized walks (Routes) according to his or her preferences or to select ready-made Routes of any duration, in accordance with the terms of this Agreement. With the help of YOWAY, the User can access existing routes or create his own private route or a public route that can be used by other Users.

The YOWAY Services are a platform that allows the User to create and/or use Routes, to add Routes and/or locations to his Favourites, to save the best Routes and locations and also to

distribute them to other Users, to edit his details, to upload photos and audio files. Accordingly, the subject matter of this Agreement is to provide Users with access to and the ability to use the information contained in the Mobile Application.

1.2. By registering with YOWAY, the User accepts all the terms and conditions of this Agreement. If the User does not agree with the terms and conditions of this Agreement (in whole or in part), he/she must stop using the Mobile Application and the information and services provided in the Mobile Application.

1.3. This Agreement is a contract of adhesion in accordance with the provisions of Article 634 of the Civil Code of Ukraine. Registration with YOWAY constitutes acceptance of the terms of this Agreement. This Agreement becomes binding for the User upon registration in the Mobile Application.

1.4. The Administrator has the right to unilaterally amend, supplement or otherwise change the text of this Agreement without prior notice to the User. Amendments to this Agreement shall be effective from the date of their publication in the Mobile Application. From that date the User is deemed to have read the terms of this Agreement. The User's continued use of the Mobile Application and the services provided in the Mobile Application after the Administrator has made changes and additions to the Agreement shall constitute the User's full, unconditional and unreserved acceptance of such changes (additions). The obligation to monitor changes in the terms of this Agreement shall be performed by the User independently, and in case of any disagreement or dispute, the User shall not be entitled to invoke the fact that he/she did not or could not know about the changes in this Agreement.

1.5. The Mobile Application may contain links to other third party resources. The Administrator is not responsible for such resources, in particular for their availability and for the legality, completeness and accuracy of the information disseminated on them. In addition, the Mobile Application uses open data from the third party resource OpenStreetMap (<https://www.openstreetmap.org/about>) and is not responsible for the content and information, the collection of information, the processing of personal data and the privacy policy of the said resource.

## **2. REGISTRATION IN THE MOBILE APPLICATION**

2.1. The User registers in the Mobile Application after downloading and installing the Mobile Application from Google Play or the App Store and after authorisation by filling in the suggested registration form. When registering with YOWAY, the User must provide the following information: username, email address and password. The User may also use existing Google, Facebook, Apple ID accounts for registration. The User is responsible for the correctness and accuracy of the data and information provided during registration.

2.2. The User shall be granted access to use YOWAY immediately upon completion of

registration in the Mobile Application.

2.3. The User fully accepts that he/she is fully responsible for all information, data, text, photo/audio material that is published or partially transmitted via the Mobile Application.

### **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

#### **3.1. The Administrator has the right to:**

- unilaterally amend this Agreement;
- restrict, suspend or terminate the User's access to the Mobile Application or any of its features in case of breach of the terms of this Agreement by the User without giving any reason;
- place advertisements and offers in the Mobile Application;
- delete routes, posted information, links, photo/audio material created by the User.

#### **3.2. The Administrator is obliged to:**

- ensure the security of confidential information of Users;
- monitor the placement of reliable and up-to-date information in the Mobile Application that does not violate the rights of third parties;

#### **3.2. The User has the right to:**

- create their own Routes and/or recommend Routes of other Users;
- receive revenue within the Mobile Application by creating their own Routes or recommending Routes of other Users;
- purchase another User's Route for a fee;
- add new locations, upload photos of locations, suggest changes to location details.

#### **3.3. The User is obliged to:**

- read and comply with the terms and conditions of this Agreement;
- respect the property and non-property rights of the Administrator, Users and other rights holders when using the Mobile Application;
- not to take any action that may cause the Mobile Application to malfunction; - not to use the Mobile Application to disseminate advertising information, except with the consent of the Administrator;

#### **3.4. The User is prohibited from:**

- modify, copy, reverse engineer or decompile the code of the Mobile Application; - use any third party software or any other technical means that may affect the operation of the Mobile Application or interfere with the proper functioning of the Mobile Application;
- use the Mobile Application to download content that is illegal, violates third party rights, contains inaccurate information and/or insults certain persons, the Administrator and/or Users;
- use the Mobile Application and its content for any purpose prohibited by law.

## **4. PAYMENT**

4.1. Access to the Mobile Application, registration, use, search and viewing of information and routes is free of charge. Some functionalities of the Mobile Application are subject to payment.

4.2. User-Authors can receive revenue from the Mobile Application for creating their own routes and audio material. Other users can pay for and use paid routes.

4.3. The cost of a Route is set automatically by the Mobile Application and depends on the number of "Likes" of the Route by Users and the number of "Likes" of other Routes by the Author. The current cost of the Routes is displayed in the Mobile Application and is set by the Administrator.

4.4. Payment for the Route is made by the User using one of the payment methods available in the Mobile Application.

4.5. In the case of payment (purchase of Routes) via the App Store and/or Play Market up to 30 (thirty) percent of the Route amount will be automatically charged via these platforms. 4.6. The Route Author will be calculated 50 (fifty) % of the sale of each paid Route. The funds accrued to the Author are stored on the YOWAY account, after which the Author can withdraw these funds to his/her account.

4.7. The user who has purchased a paid route in the mobile application can recommend this route to other users using the "Share" function of the application.

4.7.1. Another User may also purchase such a recommended Route using one of the payment methods available in the Mobile Application.

4.7.2. In this case, YOWAY calculates 50 (fifty) % of the sale to the author of the route and 5 (five) % of the cost of the route to the User who shared the route. 4.7.3. In the event that

several Users have used the "Share" function for the same route, 5 (five) % of the cost of the route will be calculated to the User whose link was used first. 4.7.4. The User who has made recommendations and received calculates in accordance with the terms of the Agreement may withdraw funds from his/her account.

## **5. WITHDRAWAL OF FUNDS**

5.1. Any User may withdraw the income received from the Mobile Application to their personal bank account opened at a financial institution in Ukraine.

5.2. To withdraw funds, the User must provide the bank account details opened at a financial institution in Ukraine (recipient's name, tax ID code, IBAN) in the "Profile", "Rewards Balance" section of the Mobile Application. Withdrawals are made in non-cash form, in the national currency of Ukraine - the hryvnia.

5.2.1. In the event that the User specifies the details of an individual's bank account, the Administrator of the Mobile Application acts as a tax agent that accrues (pays, provides) taxable income to the benefit of the User and is therefore obligated to withhold taxes from the amount of

such income on behalf of the User. As a result, the User will receive the amount to their individual bank account after the deduction of taxes at a rate of 20 (twenty) percent.

5.2.2. In the event that the User specifies the details of a sole proprietor's bank account, the User receives the income and independently bears responsibility for the payment of their own taxes and fees.

5.3. Bank fees for transferring funds to the User's account are borne by the User.

5.4. The User is solely responsible for the accuracy of the bank details they provide.

5.5. The Administrator is not responsible for the quality or speed of the services provided by the financial institution and/or payment systems through which the funds are paid to the User.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. Intellectual property rights in the Mobile Application:

6.1.1. The Mobile Application is developed and owned by the Administrator, i.e. the Administrator is the sole owner of all intellectual property rights relating to the Mobile Application.

6.1.2. Except as provided in this Agreement and applicable laws of Ukraine, the Mobile Application, its design, source code and other intellectual property may not be copied (reproduced), processed, distributed, published, downloaded, transferred, sold or otherwise used, in whole or in part, without the prior written consent of the legal owner (Administrator).

6.2. Intellectual property rights of the Author in the created routes and audio material: 5.2.1. The Author guarantees that he/she owns the intellectual property rights to all routes and audio materials placed in the Mobile Application. The Author guarantees that, at the time of accepting the terms of this Agreement, he/she is not bound by any contract or agreement with third parties that could in any way prevent the Author from fulfilling any and/or all of the terms of this Agreement.

6.2.2. The Author agrees that if the route and/or audio material was not created directly by the Author, but by other persons, the Author shall independently obtain all necessary permissions from their copyright holders/creators to use such route and/or audio material. In the event of a dispute regarding the legality of a third party's use of a route and/or audio material, the Author will independently, without the Administrator's involvement, settle such dispute with the third party at the Author's own expense and reimburse the Administrator for any losses incurred as a result of such dispute.

6.2.3. The Author has the right to place in the Mobile Application only routes and audio materials created by his/her own creative work or for which he/she owns all necessary intellectual property rights, and has no right to send for download materials from other Mobile Applications, websites, databases and other results of intellectual activity without the express consent of the respective creator to such actions.

6.3. All intellectual property rights to the Mobile Application belong to the Administrator, and to the routes and audio materials created by the Author and placed in the Mobile

Application belong to the Author.

6.4. Liability for violation of intellectual property rights shall be determined in accordance with current legislation of Ukraine.

## **7. YOWAY PRIVACY POLICY**

7.1 The YOWAY User is obliged to read and accept our Privacy Policy, which is available at <https://yoway.app/privacy-policy/>.

## **8. RESPONSIBILITY**

8.1. The Administrator and YOWAY as a whole shall not be liable for any direct, indirect, unforeseeable, actual or consequential loss, including loss of profit, loss of data or material damage in connection with the use of the Mobile Application. 7.2. The Administrator does not guarantee the uninterrupted, error-free operation of the Mobile Application or the absence of other defects. The Administrator shall not be liable to the User or any third party for any consequences of the use of the Mobile Application.

8.3. The Administrator shall not be liable for the failure of the Mobile Application to meet the User's expectations, as the expectations and satisfaction of each individual are personal and subjective and may not comply with the norms of the current legislation of Ukraine. 7.4. The Administrator shall not be liable for the inability to use the Mobile Application for reasons beyond its control.

8.5. Users agree that they use the Mobile Application at their own risk and under their own responsibility. Users shall be liable for any violation of the provisions of this Agreement and for any violation of the requirements of applicable law when using the Mobile Application.

8.6. The User shall be solely responsible for the security and confidentiality of account logins and passwords and for any losses that may result from unauthorised use of accounts. All actions performed under the User's account shall be deemed to have been performed by the User. The User shall be solely responsible to third parties for all actions taken using the User's account login and password. The Administrator shall not be liable for any unauthorised use of the User's registration data by third parties.

8.7. The Author shall be solely responsible for the routes and/or audio materials placed in the Mobile Application at his/her request, including their content and compliance with the requirements of the applicable law, for the violation of the rights of third parties to the information placed and/or provided by the Author (including, but not limited to, copyrights and/or related rights, rights to means of individualisation, rights to trade secrets and other rights protected by law). The Author shall independently compensate for any losses (including lost profits, moral and other damages) incurred by other Users, third parties or the Administrator as a result of such violations and/or posting of such information in the Mobile Application upon request, as well as other actions in connection with the use of the Mobile Application.

8.8. The Administrator reserves the right to terminate the Mobile Application at any time without notice. The Administrator shall not be liable for any consequences of the termination of the Mobile Application.

8.9. In case of violation of the terms of this Agreement, the User's obligations and prohibitions specified in this Agreement, the clauses of the Intellectual Property Rights section, the User undertakes to fully compensate the Administrator for the losses caused by such actions.

## **9. FINAL PROVISIONS**

9.1. These Terms and Conditions are binding on the use of the Mobile Application. The User has the right to refuse to comply with these Terms and Conditions at any time by deleting the Mobile Application from his/her device.

9.2. The Agreement shall be governed by and construed in accordance with the laws of Ukraine. Issues not governed by this Agreement shall be resolved in accordance with the applicable laws of Ukraine.

9.3. In case of invalidity or unenforceability of any part of this Agreement, the other parts of the Agreement shall remain in force.

9.4. In case of any dispute or disagreement relating to the Mobile Application, the Parties undertake to resolve it by negotiation. If the Parties fail to reach an agreement, the disputes shall be resolved by the courts in accordance with the laws of Ukraine.

9.5. The Mobile Application may contain advertisements and other materials for information and reference purposes only. The Mobile Application may contain links to websites, telegram pages and other sources. The Administrator is not responsible for the content of information published on such links. The Administrator is not responsible for the privacy policy or content of such sources.

9.6. The User agrees that the Administrator has the right to send advertising messages, promotion of services, information materials and other information by any available means of communication. Under the terms of this Agreement, the User agrees to receive information of an advertising and informational nature from the Administrator by sending text messages, including push notifications through the Mobile Application, to the User's mobile phone number and/or by any other means at the sole discretion of the Administrator. 8.7. This Agreement shall be effective for the User from the time of installation of the Mobile Application and shall remain in effect for an indefinite period of time during the User's use of the Mobile Application. This Agreement shall also apply to any subsequent updates/new versions of the Mobile Application.