

Terms and Conditions of Use

THIS IS A SUBSCRIPTION SERVICE THAT AUTOMATICALLY RENEWS.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY (IN PARTICULAR, SECTION 5 "SUBSCRIPTION FEES, PAYMENTS, CREDIT BALANCE AND REFUNDS") BEFORE STARTING A FREE TRIAL OR COMPLETING A PURCHASE FOR BOBKI AUTO-RENEWING SUBSCRIPTION SERVICE OR ANY OTHER PURCHASE. **TO AVOID BEING CHARGED YOU MUST AFFIRMATIVELY CANCEL A SUBSCRIPTION OR A FREE TRIAL IN YOUR APP STORE'S ACCOUNT SETTINGS AT LEAST 24 HOURS BEFORE THE END OF THE FREE TRIAL OR THE CURRENT SUBSCRIPTION PERIOD.**

IF YOU ARE UNSURE HOW TO CANCEL A SUBSCRIPTION OR A FREE TRIAL, PLEASE VISIT THE [APPLE SUPPORT WEBSITE](#), [GOOGLE PLAY HELP](#) (OR ANY OTHER APP STORES SUPPORT PAGES). DELETING THE APP DOES NOT CANCEL YOUR SUBSCRIPTIONS AND FREE TRIALS. YOU MAY WISH TO MAKE A PRINTSCREEN OF THIS INFORMATION FOR YOUR REFERENCE.

1. ACCEPTANCE OF TERMS

1.1. Mobile application BOBKI (the "App") and content available via the App or our emails ("Content") are distributed by IP STREMOUKHOVA OLESYA SERGEEVNA, a legal entity incorporated under the laws of the Russia, having it registered address at 125480, Russia, Moscow, Planernaya str., 7, building 1, apt. 11,

or other company as stated in an app store ("we" "us" "our" or the "Company"). The App, together with the Content, tools, transactions and

other services available by using the App, are collectively referred to as the "Service".

1.2. Your access and use of the Service constitutes your agreement to be bound by these Terms and Conditions of Use (the "Terms"), which establishes a legally binding contractual relationship between you and the Company. For this reason, PLEASE READ THE TERMS CAREFULLY BEFORE USING THE SERVICE.

1.3. Please review also our Privacy Policy. The terms of the Privacy Policy and other supplemental terms, policies or documents that may be posted on the Service from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason.

1.4. Unless otherwise expressly provided herein, we will alert you about any changes by updating the "Last updated" date of these Terms and you waive any right to receive specific notice of each such change.

1.5. THESE TERMS CONTAIN IMPORTANT DISCLAIMERS (SECTION 2), DISCLAIMERS OF WARRANTIES (SECTION 7), LIMITATION OF LIABILITY (SECTION 8), AS WELL AS PROVISIONS THAT WAIVE YOUR RIGHT TO A JURY TRIAL, RIGHT TO A COURT HEARING AND RIGHT TO PARTICIPATE IN A CLASS ACTION (ARBITRATION AND CLASS ACTION WAIVER). UNLESS YOU OPT OUT WITHIN 30 DAYS OF FIRST USE OF OUR SERVICE AS PROVIDED FOR IN SECTION 13, ARBITRATION IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES AND IS MANDATORY EXCEPT AS SPECIFIED BELOW IN SECTION 12.

1.6. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO BE BOUND BY THESE TERMS, THEN DO NOT DOWNLOAD THE APP OR OTHERWISE ACCESS OR USE THE SERVICE.

2. IMPORTANT DISCLAIMERS

2.1. WE MAKE NO GUARANTEES THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR WILL PROVIDE ANY BENEFIT.

2.2. NOT ALL INFORMATION DESCRIBED IN THE APP ARE SUITABLE FOR EVERYONE. THE SERVICE IS INTENDED ONLY AS A TOOL WHICH MAY BE USEFUL IN ACHIEVING YOUR OVERALL LIFESTYLE GOALS. YOU ACKNOWLEDGE THAT IF YOUR ACTIVITIES ENCOURAGED OR INSPIRED BY THE SERVICE INVOLVE ANY RISKS, YOU ASSUME THOSE RISKS AND UNDERSTAND AND AGREE THAT YOU TAKE FULL RESPONSIBILITY FOR YOUR HEALTH, LIFE AND WELL-BEING, AS WELL AS THE HEALTH, LIVES AND WELL-BEING OF YOUR FAMILY, CHILDREN (BORN AND UNBORN, AS APPLICABLE) AND PET'S, AND ALL DECISIONS NOW OR IN THE FUTURE.

3. SERVICE

3.1. You acknowledge that all the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), data, other content, software and materials displayed on the Service or used by the Company to operate the Service (including the App and the Content and excluding any User Content (as defined below)) is proprietary to us or to third parties.

3.2. The Company expressly reserves all rights, including all intellectual property rights, in all of the foregoing, and except as expressly permitted by these Terms, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other exploitation of them is strictly prohibited. The provision of the Service does not transfer to you or any third party any rights, title or interest in or to such intellectual property rights.

3.3. The information you submit to us as part of your registration, and any data, text and other material that you may submit or post to the App ("User Content") remain your intellectual property, and the Company does not claim any ownership of the copyright or other proprietary rights in such registration information and the User Content. Notwithstanding the foregoing, you agree that the Company may retain copies of all registration information and the User Content and use such information and the User Content as reasonably necessary for or incidental to its operation of the Service and as described in these Terms and the Privacy Policy .

3.4. You grant the Company the non-exclusive, worldwide, transferable, perpetual, irrevocable right to publish, distribute, publicly display and perform the User Content in connection with the Service.

3.5. Subject to these Terms, the Company grants you a non-transferable, non-exclusive, license (without the right to sublicense) to (i) use the Service solely for your personal, non-commercial purposes, and (b) install and use the App, solely on your own handheld mobile device (e.g., iPhone, Android, etc. as applicable) and solely for your personal, non-commercial purposes.

3.6. You agree, and represent and warrant, that your use of the Service, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, you agree that you will comply with all applicable laws, regulations and ordinances relating to the Service or your use of it, and you will be solely responsible for your own individual violations of any such laws.

3.7. You are solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith (such as computing devices and Internet service provider and airtime charges).

3.8. We retain the right to implement any changes to the Service (whether to free or paid features) at any time, with or without notice. You acknowledge that a variety of Company's actions may impair or prevent you from accessing the Service at certain times and/or in the same way, for limited periods or permanently, and agree that the Company has no responsibility or liability as a result of any such actions or results, including,

without limitation, for the deletion of, or failure to make available to you, any content or services.

3.9. Your access to and use of the Service is at your own risk. The Company will have no responsibility for any harm to your computing system, loss of data, or other harm to you, your pet's or any third party, including, without limitation, any bodily harm, that results from your access to or use of the Service, or reliance on any information or advice.

3.10. The Company has no obligation to provide you with customer support of any kind. However, the Company may provide you with customer support from time to time, at the Company's sole discretion.

4. APP STORES, THIRD PARTY ADS, OTHER USERS

4.1. You acknowledge and agree that the availability of the App is dependent on the third party from which you received the App, e.g., the Apple iTunes App Store, Google Play, and/or other app stores (collectively, "App Stores" and each, an "App Store").

4.2. You agree to pay all fees charged by the App Stores in connection with the App. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable agreements, terms of use/service, and other policies of the App Stores. You acknowledge that the App Stores (and their subsidiaries) are a third party beneficiary of these Terms and will have the right to enforce these Terms.

4.3. The Service may contain links to third party websites or resources and advertisements for third parties (collectively, "Third Party Ads"). Such Third Party Ads are not under the control of the Company and the Company is not responsible for any Third Party Ads. The Company provides these Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Ads. Advertisements and other information provided by Third Party Sites Ads may not be wholly accurate. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. When you link to a third party site, the applicable service provider's terms and policies, including privacy and data gathering practices govern. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party. Your transactions and other dealings with Third Party Ads that are found on or through the App, including payment and delivery of related goods or services, are solely between you and such merchant or advertiser.

4.4. Each user of the Service is solely responsible for any and all his or her User Content. Because we do not control the User Content, you acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Service users are solely between you and such user. You agree that the Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

4.5. You hereby release us, our officers, employees, agents and successors from claims, demands any and all losses, damages, rights, claims, and actions of any kind including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of any App Store, any other Service users, or any Third Party Ads.

5. SUBSCRIPTION FEES AND PAYMENTS, CREDIT BALANCE AND REFUNDS

5.1. The App is free to download. However, certain features of the Service are offered on a subscription basis for a fee. You will pay an App Store the applicable fees (and any related taxes) as they become due.

5.2. To the maximum extent permitted by applicable laws, we may change subscription fees at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the App and/or by sending you an email notification. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect.

5.3. You authorize the App Stores to charge the applicable fees to the payment card that you submit.

5.4. By signing up for certain subscriptions, you agree that your subscription may be automatically renewed. Unless you cancel your subscription you authorize the App Stores to charge you for the renewal

term. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you on the Service. The renewal rate will be no more than the rate for the immediately prior subscription period, excluding any promotional and discount pricing, unless we notify you of a rate change prior to your auto-renewal. You must cancel your subscription in accordance with the cancellation procedures disclosed to you for the particular subscription. We will not refund fees that may have accrued to your account and will not prorate fees for a cancelled subscription.

5.5. We may offer a free trial subscription for the Service. Free trial provides you access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. We may send you a reminder when your free trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the free trial will end. We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability. We reserve the right to limit your ability to take advantage of multiple free trials.

5.6. The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).

5.7. Please note that you are responsible for all transactions done using your Account. We strongly advise you not to give personal or Account information, including your password, to anyone. If you suspect that your Account has been compromised, please contact us as quickly as possible via our support. If there is evidence that an Account has been stolen or used by an unauthorized third party, further investigation will be made by our staff, during which time the Account may be suspended and you may be unable to access.

5.8. To the maximum extent permitted by applicable laws, we may change subscription fees and other payment terms at any time. We will give you reasonable notice of any such changes by posting the new prices or payment terms on or through the Service and/or by sending you an email notification. If you do not wish to pay the new fees or accept new terms, you can cancel the applicable subscription or payment feature or opt not to make certain payments prior to the change going into effect.

5.9. You authorize the App Stores and us to charge the applicable fees to the Payment Method that you submit.

5.10. Subscriptions purchased via an App Store are subject to such App Store's refund policies. This means we cannot grant refunds. You will have to contact an App Store support.

5.11. To the extent permitted by applicable law, purchases made via our Service are non-refundable and/or non-exchangeable, unless otherwise is stated herein or is required by applicable law.

Note for the EU residents:

If you are an EU user, you have the right to withdraw from service agreement and agreement for digital goods without charge and without giving any reason within fourteen (14) days from the date of such agreement conclusion. The withdrawal right does not apply if the performance of the agreement has begun with your prior express consent and your acknowledgment that you thereby lose your right of withdrawal.

YOU HEREBY EXPRESSLY CONSENT TO THE IMMEDIATE PERFORMANCE OF THE AGREEMENT AND ACKNOWLEDGE THAT YOU WILL LOSE YOUR RIGHT OF WITHDRAWAL FROM THE AGREEMENT ONCE OUR SERVERS VALIDATE YOUR PURCHASE AND THE APPLICABLE PURCHASE IS SUCCESSFULLY DELIVERED TO YOU. Therefore, unless the Service is defective, you will not be eligible to a refund in relation to digital goods, and will only be eligible to a proportional refund in relation to digital service.

6. USER REPRESENTATIONS AND RESTRICTIONS

6.1. By using the Service, you represent and warrant that:

6.1.1. you have the legal capacity and you agree to comply with these Terms;

6.1.2. you are not under the age of 16;

6.1.3. you will not access the Service through automated or non-human means, whether through a bot, script or otherwise;

6.1.4. you will not use the Service for any illegal or unauthorized purpose;

6.1.5. you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country;

6.1.6. you are not listed on any U.S. government list of prohibited or restricted parties; and

6.1.7. your use of the Service will not violate any applicable law or regulation.

6.2. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to refuse any and all current or future use of the Service (or any portion thereof).

6.3. You may not access or use the Service for any purpose other than that for which we make the Service available. The Service may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

6.4. As a user of the Service, you agree not to:

6.4.1. systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;

6.4.2. make any unauthorized use of the Service;

6.4.3. make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Service;

6.4.4. use the Service for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;

6.4.5. make the Service available over a network or other environment permitting access or use by multiple devices or users at the same time;

6.4.6. use the Service for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Service;

6.4.7. use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Service;

6.4.8. circumvent, disable, or otherwise interfere with security-related features of the Service;

6.4.9. engage in unauthorized framing of or linking to the Service;

6.4.10. interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service;

6.4.11. decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Service;

6.4.12. attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service;

6.4.13. upload or distribute in any way files that contain viruses, worms, trojans, corrupted files, or any other similar software or programs that may damage the operation of another's computer;

6.4.14. use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software;

6.4.15. use the Service to send automated queries to any website or to send any unsolicited commercial e-mail;

6.4.16. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service;

6.4.17. use the Service in a manner inconsistent with any applicable laws or regulations; or

6.4.18. otherwise infringe these Terms.

7. DISCLAIMER OF WARRANTIES

THE APP, CONTENT AND OTHER ASPECTS OF THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE APP, CONTENT AND OTHER ASPECTS OF THE SERVICE ARE PROVIDED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE COMPANY AND ITS AFFILIATES, LICENSORS AND SUPPLIERS DO NOT WARRANT THAT: (I) THE SERVICE, CONTENT OR OTHER INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (II) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (III) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (IV) THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (V) ANY RESULT OR OUTCOME CAN BE ACHIEVED. The service is not a licensed medical facility. Any information about the health and conditions of pets is for informational purposes only, the purpose of which is to encourage users to monitor the health of their pets more closely and

regularly visit licensed veterinary and medical institutions to take care of their pets.

8. LIMITATION OF LIABILITY

8.1. IN NO EVENT SHALL WE (AND OUR AFFILIATES) BE LIABLE TO YOU, YOUR PET'S OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE (INCLUDING THE APP OR CONTENT), OR THIRD PARTY ADS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE (INCLUDING THE APP, CONTENT AND USER CONTENT), AND THIRD PARTY ADS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTING SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

8.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, YOU AGREE THAT THE AGGREGATE LIABILITY OF THE COMPANY TO YOU FOR ANY AND ALL CLAIMS ARISING FROM THE USE OF THE APP, CONTENT OR SERVICE IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO THE COMPANY FOR ACCESS TO AND USE OF THE SERVICE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE TERMS BETWEEN THE COMPANY AND YOU.

8.3. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

9. INDEMNITY

You agree to indemnify and hold the Company, its successors, subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (i) your use of the Service, (ii) your User Content, or (iii) your violation of these Terms. The Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of the Company. The Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

10. INTERNATIONAL USE

The Company makes no representation that the Service is accessible, appropriate or legally available for use in your jurisdiction, and accessing and using the Service is prohibited from territories where doing so would be

illegal. You access the Service at your own initiative and are responsible for compliance with local laws.

11. MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

11.1. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE IN THE FUTURE MUST BE RESOLVED THROUGH FINAL AND BINDING CONFIDENTIAL ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. THE RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST.

11.2. YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF (LEAD OR OTHERWISE) OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU FURTHER AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

11.3. YOU AND THE COMPANY, AND EACH OF ITS RESPECTIVE AGENTS, CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, AND ASSIGNS, AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE

TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICE, OR THE PRIVACY POLICY, UNLESS YOU ARE LOCATED IN A JURISDICTION THAT PROHIBITS THE EXCLUSIVE USE OF ARBITRATION FOR DISPUTE RESOLUTION.

12. GOVERNING LAW

12.1. Governing law: The laws of Russia, excluding its conflicts of law principles, govern these Terms and your use of the Service.

12.2. To the extent that any action relating to any dispute hereunder is permitted to be brought in a court of law, such action will be subject to the exclusive jurisdiction of:

12.2.1. the state and federal courts in the City of Moscow;

and you hereby irrevocably submit to personal jurisdiction and venue in such courts, and waive any defense of improper venue or inconvenient forum.

13. MISCELLANEOUS PROVISIONS

13.1. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to these Terms will

impair any such right or be construed to be a waiver thereof, and a waiver by the Company of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained.

13.2. Subject to Section 12,11, if any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law.

13.3. Except as otherwise expressly provided herein, these Terms set forth the entire agreement between you and the Company regarding its subject matter, and supersede all prior promises, agreements or representations, whether written or oral, regarding such subject matter.

13.4. The Company may transfer or assign any and all of its rights and obligations under these Terms to any other person, by any way, including by novation, and by accepting these Terms you give the Company consent to any such assignment and transfer. You confirm that placing on the Service of a version of these Terms indicating another person as a party to the Terms shall constitute valid notice to you of the transfer of Company's rights and obligations under the Agreement (unless otherwise is expressly indicated).

13.5. All information communicated on the Service is considered an electronic communication. When you communicate with us through or on the Service or via other forms of electronic media, such as e-mail, you are communicating with us electronically. You agree that we may communicate

electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication. You further acknowledge and agree that by clicking on a button labeled "SUBMIT", "CONTINUE", "REGISTER", "I AGREE" or similar links or buttons, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by these Terms. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.

13.6. In no event shall the Company be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside the Company's reasonable control.

14. CONTACT

If you want to send any notice under these Terms or have any questions regarding the Service, you may contact us via our support.

<https://bobki.space>

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE
PROVISIONS CONTAINED ABOVE