

# User Agreement

## Hello World SAS

**128 rue de la Boétie 75008 Paris**

**Effective Date: February 2, 2019**

This web page represents a binding legal document and is the Terms and Conditions (hereinafter referred to as “Agreement”) for our video-chat application – LuckyCrush (hereinafter referred to as “Application”). The term “Application” also includes and refers to web-sites <https://www.luckycrush.live>.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. YOU SHOULD READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY BEFORE ACCESSING THE APPLICATION, AS USING, ACCESSING, AND/OR BROWSING THE APPLICATION CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT THE APPLICATION IMMEDIATELY AND DO NOT USE, ACCESS, AND/OR BROWSE IT FURTHER.

## 1. Definitions

1.1. The terms “us”, “we”, and “our” refer to Hello World, the owner of this Application (hereinafter referred to as “Company”).

1.2. A “Visitor” is someone who merely uses the Application without registration.

1.3. A “Member” is someone who has registered with the Application. The term “Membership” is to be construed accordingly.

1.4. The term “User” is a collective identifier that refers to either a Visitor or a Member.

1.5. The term “Service” refers to any services provided by us and related to the use of the Application.

1.6. The term “Product” refers to any products we sell or give away.

1.7. All text, information, graphics, design, and data offered or made available through our Application and/or Services, whether produced by our Users or by us, are collectively known as our “Content”. We distinguish content offered or made available by our Users as “User Content”.

## **2. Acceptance of this Agreement**

2.1. This Agreement is between you and the Company (collectively – “Parties”).

2.2. By using the Application, you affirm that you have read all the terms and conditions of this Agreement and agree to fully comply with and be bound by it each time you use the Application. You also agree to ensure compliance with the terms of this Agreement by any person using the Application on your PC and/or any other devices, including, but not limited to mobile phones, tablets and so on.

2.3. Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and the Company and supersedes all other Agreements, representations, warranties, and understandings with respect to our Application, Services, and the subject matter contained herein. However, for you to use our Application and/or Services, you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

## **3. Limited License**

3.1. The Company grants you a nonexclusive non-sub licensable revocable license to access and use our Application and/or Services strictly in accordance with this Agreement. Your rights under this Agreement are not transferable or assignable and is such transfer shall be void or voidable where appropriate.

3.2. Your use of our Application and/or Services is solely for internal, personal, noncommercial purposes unless otherwise provided for in this Agreement.

3.3. No printout or electronic version of any part of our Application may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

## **4. Our Relationship to You**

4.1. This Agreement in no way creates any agency, partnership, joint venture, or employee-employer or franchisor-franchisee relationship between you and the Company.

## **5. Using the Application: Eligibility and Registration**

5.1. You must be 18 (eighteen) (or the legal age in your state, country or locality if greater than 18) to register with, use or access this Application. Any registration with, use of, or access to our Application by anyone under that age is unauthorized, unlicensed, and in violation of these Terms and Conditions.

5.2. Organizations and any other artificial entities are not eligible to register as Application Users or use the Application for any purpose.

5.3. The registration, use or access by specifically defined groups of persons shall be considered void if it is prohibited by any applicable law.

5.4. By registering with, using or accessing the Application, you represent and warrant the following:

(a) That you have the right, authority and capacity to enter into this Agreement and to abide by all the terms and conditions of this Agreement;

(b) That you are already considered a person of full legal age according to the laws of your state, country or locality and/or the state, country or locality you currently live in.

The Company has sole right and discretion to determine whether to accept a Member and may reject a User's registration with or without explanation.

## **6. Using the Application: Security Measures**

6.1. During the registration process, you will be required to come up with a password and certain account information that will allow you to access our Application and/or Services. You agree to maintain the confidentiality of your password and account information.

6.2. You also acknowledge that you are personally responsible for the security of the device you use to connect to the Internet.

6.3. You acknowledge and agree that neither the Company nor the Application users, nor any other third party shall be liable for the losses incurred by you because of your negligent attitude to the safety of the device you use to connect to the Internet, or because you have disclosed/entrusted the information about your password or account to other persons or stored it improperly.

6.4. You agree to immediately notify us of any unauthorized use of your password and account information or any other breach of security.

## **7. Using the Application: Your Legal Compliance Obligations**

7.1. You agree to comply with any applicable domestic and international laws, statutes, ordinances, and regulations regarding your use of our Application, Content, Services, and any software provided therein.

7.2. You are responsible for complying with all applicable domestic and international copyright and trademark laws for your content. You warrant that you will not use our Application and/or Services to infringe the intellectual property rights of others in any way.

## **8. Using the Application: Intellectual Property**

(a) Intellectual Property Rights

8.1. All objects made available through the Application, including design elements, text, graphic images, illustrations, videos, scripts, software, music, sounds and other objects and their collections (all the mentioned objects shall be considered as included in the definition of “Content” given above) are subject to exclusive rights of the Company, Users and other rights holders, all rights in these objects being reserved.

8.2. Except as provided by these Terms and Conditions as well as by any relevant laws, no Content may be copied (reproduced), processed, distributed, displayed in the frame, published, downloaded, transferred, sold or otherwise used in full or in part without the prior permission of the right owner, unless the right owner has expressly agreed to free use of the Content by any person. Reproducing, copying, collecting, systemizing, storing and transferring the Content in order to create a database whether for commercial and/or non-commercial purpose and/or using the Content in whole or its part regardless of the way of use is not allowed without the Company's consent.

8.3. By making their lawfully owned Content available through the Application, the User grants other Users a non-exclusive right to use it in the framework of the functional provided by the Site by viewing, reproducing (including copying) and other rights exclusively for the purpose of personal non-commercial use, except where such use infringes or may infringe the right owner's interests protected by law.

8.4. The Content made available exclusively for the purpose of personal non-commercial use may be used by the User on the condition that all copyright marks or other authorship notices, name of the author and the work remain unchanged.

8.5. The User grants to the Company a non-exclusive right to use on a free of charge basis the Content made available through the Application and which lawfully belongs to them, so that we may maintain the operation of the Application in the amount established by its architecture and functionality. The User also grants the Company a non-exclusive right to use their Content by copying, public performance, reproduction, processing, translation and distribution for or in connection with the purposes of the Site, including for the purpose of increasing its popularity. For these purposes, we may produce derivative works as well as take any other reasonably appropriate actions. The User also grants us a non-exclusive right to copy their Content in order to streamline and facilitate the publication and storage of the User Content.

8.6. The said non-exclusive right is granted for the period while the Content is available through the Application and extends to the territory of the countries all over the world. The end of this period (when the Content is no longer available through the Application – for example, removed by the User) and/or the end of the non-exclusive right duration do not carry a necessity of deletion by us of our promotional content including the said Content in any way (including its removal from the Internet). We have a right to transfer the rights described in this clause to third-parties. The User accepts that we have a right to use functional and technical capabilities of the Application that provide displaying of the published Content, including for the purpose of showing said Content as well as advertising.

8.7. If the User deletes their Content from the Application, the non-exclusive rights mentioned above will be automatically revoked. We reserve the right to keep backup and archive copies of the User Content during the required period of time, if needed due to technical peculiarities necessitating the normal functioning and performance of the Application.

8.8. Except for their own Content, the User is not entitled to upload or otherwise make available to the public any content taken from other applications, sites, databases as well as other intellectual property without the express consent of the respective intellectual property owners.

8.9. Any use of the Application or Content, except as permitted herein or except when the intellectual property owner expressly consents to such use in writing, without the prior written permission of the intellectual property owner is strictly prohibited.

8.10. Unless otherwise expressly provided for in these Terms and Conditions, no term may be interpreted as granting any intellectual property related rights to the Content.

8.11. The Application may contain our service marks and/or trademarks as well as those of our affiliates or other companies in the form of words, graphics, logos, etc. Your use of our Application and/or Services does not constitute any right or license for you to use our service marks and/or trademarks and/or those of third parties without the prior written permission of the Company or any respective third-party intellectual property owners.

(b) Intellectual Property Rights Infringement

8.12. The User bears personal liability for any Content or other information they upload or otherwise make available on or via the Application. The User does not have the right to upload, transfer, publish or otherwise make available Content through the Application unless they have the appropriate rights to do so, such rights being acquired by or transferred to them in accordance with any relevant legislation. Upon detecting any intellectual property rights violations, please file a complaint with us via our Customer Support.

8.13. We have a right but are not obliged to check the Application for prohibited Content and can delete or remove (with or without giving appropriate notice) any Content at our own discretion if it is not in conformity with these Terms and Conditions.

## **9. Links to Other Websites or Applications**

9.1. Our Application may from time to time contain links to other web-sites and/or applications (“Third Parties’ Websites and Applications”). The Company has no control over the legal documents and privacy practices of third-party websites; you access any third-party websites at your own risk. We recommend that you review the privacy notice and terms and conditions of those websites to fully understand what information is collected and how it is used.

9.2. The Application may also contain links to Third Parties’ Websites and Applications as well as articles, photos, illustrations, graphic images, music, sound, video, information, applications, software and other content belonging to or originating from said third parties (“Third Parties’ Content”), which is their intellectual property, and which is protected in accordance with any relevant laws.

9.3. Inclusion of links to any website or application in our Application does not mean that we endorse, guarantee, warrant, or recommend the services, information, content, and/or data of such third-party websites or applications.

9.4. We also do not check any Third Parties’ Content for conformity with any legal requirements (truthfulness, completeness, good faith etc.). We do not bear liability for any information on Third Parties’ Websites and Applications to which the User gains access via the Application or Third Parties’ Content, including any opinions or statements expressed on the Third Parties’ Websites and Applications or in their Content.

9.5. The fact that the Application may contain links or instructions for downloading files and/or installing third-party software does not mean that we support and approve of these actions.

9.6. The fact that the Application may contain a link or reference to any site, product, service, information of commercial or non-commercial nature does not mean that we approve of or recommend the above.

9.7. If the User decides to leave the Application for any Third Parties' Websites and Applications (in particular, by using a link which leads to any Third Parties' Websites and Applications) or use or install any third parties' software, they do it at their own risk – the moment the User leaves the Application or starts using or installing any third parties' software, these Terms and Conditions cease to apply to the User (in respect to any Third Parties' Websites and Applications and/or any Third Parties' Content). When taking further actions, the User should follow the applicable documents (Terms of Use, etc.) and policies of the persons whose websites, applications and other content they are going to use.

## **10. Linking to Our Application**

10.1. You may provide links to our Application (including API-embedding and/or other methods) provided that:

- (a) you do not remove or obscure any portion of our Application by framing or otherwise,
- (b) your application or website does not engage in illegal or pornographic activities, and
- (c) you cease providing links to our Application immediately upon our request.

## **11. Code of User Conduct**

11.1. As a User, you may make your Content available through the Application ("User Content"). You understand that by using our Application and/or Services, you may be exposed to content that is offensive, indecent, or objectionable. We have no control over User Content and do not in any way guarantee its quality, accuracy, or integrity. The Company is not responsible for the monitoring or filtering any User Content. Should any User Content be found unlawful (including any Content that violates these Terms and Conditions), the Company may submit all necessary

information to the relevant authorities. Any other suspected fraudulent or criminal acts may also be immediately reported to the relevant authorities.

11.2. If any User Content or any User is found by or is reported to the Company as violating these Terms and Conditions, the Company has full authority to restrict the User's ability to make available User Content and/or use the Application ("temporary ban") and/or to immediately terminate this Agreement, and, therefore, the User's membership with or without notice to the User ("permanent ban").

11.3. For temporary bans the ban periods are determined by us and may be changed from time to time. You agree that the Company shall not be liable to you and other Application Users for any change of ban periods for any kind of violation.

11.4. Without limiting the foregoing, we have sole discretion to remove any Content that violates this Agreement or that is otherwise objectionable (for example, may be offensive, illegal or may violate copyright, harm or threaten the Application's security, as well as our staff and Users, etc.).

**As a User, you agree not to use our Application and/or Services to do any of the following:**

11.5. Upload, post, transmit or otherwise make available any User Content that:

1. Violates any local, state, federal, or international laws;
2. Infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
3. Harms, threatens (including, for example, blackmailing), defames, promotes racism, bigotry, hatred, violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically, or otherwise objectionable and/or unlawful;
4. Pursues or justifies the persecution of another person or an invasion of privacy;
5. Provides the false and misleading information or promotes obscene, threatening, defamatory or indecent behavior;
6. Promotes illegal or unauthorized copies of content created by other person and protected by copyright, namely, provides pirated computer software or links to it, as well as information on how

to hack the devices for copy protection established by the manufacturer, or provides pirated media content or links to files with such media content;

7. Otherwise links directly or indirectly to any materials to which you do not have a right to link;
8. Demonstrates a pornographic or sexual, commercial and noncommercial content;
9. Demonstrates the content of a sexual or violent exploitation of persons under 18 years or requests any personal information of such persons;
10. Contains foul words, profanity, false information about sex, information about incest, rape, necrophilia, as well as any personal data of another registered user and threat of suicide or harm oneself or others, promiscuity;
11. Provides instructional information on illegal activities such as manufacturing or buying illegal weapons, drugs, invading someone's privacy, etc.;
12. Requests passwords or any personal information from other users for commercial and/or unlawful purposes;
13. Distributes advertisements in chat rooms and private text messages;
14. Involves any unauthorized commercial activities, including contests, sweepstakes, exchange, advertising and pyramid schemes;
15. Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and bank card numbers;
16. Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our Application and/or Services;
17. Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, or any other form of solicitation;
18. In the sole judgment of the Company is objectionable or restricts or inhibits any other person from using or enjoying our Application and/or Services, or which may expose the Company, our affiliates, or our Users to any harm or liability of any type.

#### 11.6. Use our Content to:

1. Develop a competing application or website;
2. Create compilations or derivative works;
3. Redistribute it in any manner, including, but not limited to, sale, license, lease, rental, subscription, or any other distribution mechanism;
4. Decompile, disassemble, or reverse engineer our Application, Services, and any related software;

5. Use our Application and/or Services in any manner that violates this Agreement or any local, state, federal, or international laws.

**As a User, you also:**

11.7. Agree not to use any device or software to inflict any damage to the Application and to bypass, to interfere or attempt to interfere with the normal functioning of the Application.

11.8. Agree not to perform any fraudulent or other unlawful acts involving the use of the Application, as well as any other actions that we or any other Application User may consider objectionable with regard to this Agreement, including, but not limited to unauthorized API-embedding, links posting, spam messaging, etc.

11.9. Attention: we reserve the right to take reasonable measures to prevent the sending of spam messages to Members.

11.10. Agree not to take any action that will impose an excessive or disproportionately heavy load on our servers. If you find out that someone prepares a cyber-attack on the Application, you agree to inform the Company about the fact.

11.11. Agree not to engage in advertising or persuading other Users to buy or sell any products or services.

11.12. Agree to use the available parental control tools (software for blocking and filtering specific applications and resources) in order to exclude the minors' access to the Application.

11.13. Agree that you will not allow minors to use the Application and will not allow minors to communicate through the Application, or perform any other actions, which can be done through the Application.

11.14. Agree that you will not go half-naked or nude in front of the camera, expose your genitals to other Users, send other Users any kind of visual images and descriptions of nudity as well as verbal and written descriptions and audio-video content of an erotic/pornographic nature.

11.15. In case if another User goes before you half-naked or nude in front of the camera or sends you visual images of any kind and/or descriptions of nudity, verbal and written descriptions and/or audio/video content of erotic/pornographic nature, represent and warrant that:

(a) You will not allow persons under the age of majority to access any content listed above or to see the half-naked/nude Application Users;

(b) You will immediately notify the us about the above-mentioned by clicking the “Abuse” button and break off any relationship with this User.

11.16. Represent and warrant that you will not use the Application in places, countries or regions where such action could be considered a violation of any law, regulation, rule, resolution, decree or custom.

11.17. Represent and warrant that you will not record or capture in any manner any interactions with other Users (for example, what happens during your video or text chatting sessions), personal conversations as well as other personal and/or confidential information and upload it to the Internet and/or disclose it in any other way unless you are permitted or obligated to do so under relevant domestic and international laws.

11.18. Represent and warrant that you will not record and/or use in any way (including subsequent viewing, downloading, copying, broadcasting, etc.) the content specified in paragraph

11.19 of this Agreement.

11.20. Please note that we do not monitor any chat conversations between our Users. You understand that some Users may exhibit certain kinds of abusive and inappropriate behavior, including, but not limited to exposing their genitals on the camera. You agree to immediately stop using the Application if you think that this kind of behavior can lead to any kind of nervous or mental disorders or insult your religious beliefs. If you choose to continue using the Application, you agree to bear all the risks and all the responsibility related to communicating with other Users.

## **12. Unlawful Activities**

12.1. We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information relating to your profile, that is necessary or appropriate to such persons or entities, including e-mail addresses, usage history, IP addresses, traffic information, etc.

## 13. Minutes

13.1. The User may be able to use the video chat for free. We reserve the right to modify or limit this free access at any time and at our sole discretion. We are free to require the user to register or purchase additional minutes ("Extra Minutes") at any time to continue accessing the video chat or any of the site features.

13.2. Outside the context of free minutes, a User should have prepaid Minutes on one's account in order to use the video chat feature.

13.3. From time to time, there are events in the Application (for example, promotional events). If the event represents a gift for the registration, then it is meant only for the new users, who create an account with the system for the first time. Changing or creating a new account does not grant you the right to get the respective bonuses and discounts.

13.4. Currently, there are the following Extra Minute Packages on our site:

- (a) 20 min - 16.67 USD (One time purchase)
- (b) 60 min – 49,90 USD (One time purchase)
- (c) 120 min – 99,90 USD (One time purchase)

13.5. When the Extra Minute Package is paid in a different currency, the money is converted at your Bank's current exchange rate.

13.6. After you have used all of your free Minutes, you can still buy Extra Minutes to continue using the video chat or the video chat messenger.

13.7. The available Extra Minute Packages are available on the payment page. The Extra Minutes packages can be changed by us from time to time. You agree that the Company shall not be liable to you or other Application users for any changes made to the number of Minutes or the price.

13.8. Only purchased Minutes will allow you to use the video chat and the video without time restrictions.

13.9. We reserve the right to delete your Extra Minutes after 365 days of inactivity.

## **14. Payments and Refunds**

14.1. There are several ways to replenish the account balance. The ways of account replenishment can be changed by us. You agree that the Company is not liable to you for changing the replenishment methods.

14.2. The minimum amount of money you can replenish your Application account with is determined according to the chosen replenishment method and may also be changed from time to time. You agree that the Company shall not be liable to you or other Application Users for any changes made to replenishment methods list, or any changes made to the minimum amount of Coins to be deposited to the Application account balance.

14.3. The funds deposited to your Application account balance cannot be refunded.

14.4. Extra Minute Packages purchases are one time purchases.

14.5. If you have any further questions about billing and payment systems you will need to contact us at [hello@luckycrush.live](mailto:hello@luckycrush.live).

14.8. If you disagree with the amount deducted from your bank card you agree to contact us before you contact your bank card issuer to cancel the payment ("chargeback"). You agree to contact our Customer Support and specify the reason why you disagree with the amount deducted from your bank card. We will review your claim within 24 hours and refund the disputed amount to your bank card if your claim is considered valid. The refund (if your claim is approved)

may take up to 15 (fifteen) business days. In case we have declined your chargeback request, you then may proceed with further action and contact your bank card issuer.

14.9. The money charged from your bank card or any other method will not be refunded despite of any reason specified in your refund request if you dispute the amount charged after you have run out of Minutes.

14.10. In case you have any questions related to your account balance replenishment or if you disagree with the amount deducted from your account, you can contact our Customer Support.

14.11. If you purchase something from us, you also represent and warrant that:

- (a) Any payment information you supply is true and complete,
- (b) Charges incurred by you will be honored by your bank or credit card company,
- (c) You will pay the charges incurred by you at the posted prices, including any applicable taxes, and
- (d) If your initial payment method is dishonored, you will still pay the incurred charges, including any surcharge we may incur due to the dishonored payment.

14.13. We use third-party services for processing payments. We use our commercially reasonable efforts to make sure your credit card number is kept strictly confidential by using only third-party billing services that are GDPR compliant and use industry-standard encryption technology to protect your credit card number from unauthorized use. However, you understand and agree that we are in no way responsible for any misuse of your credit card number.

## **15. Minutes Deduction**

15.1. It is strictly prohibited in the video chat to:

- (a) Appear naked or semi-naked in front of the camera;
- (b) Show your genitals;
- (c) Touch your genitals even through clothes;
- (d) Show your underwear;
- (e) Use obscenities or other language offensive to your chat partner;
- (f) Switch off your webcam or point it away from your face.

15.2. In regard to those Users who will be repetitively banned (at least twice) for the above-mentioned violations, as well as for other violations of this Agreement – we reserve the right to deduct all Minutes from their accounts, regardless of the Minutes' number.

15.3. In case you believe that you were banned inequitably, you will need to contact us at [hello@luckycrush.live](mailto:hello@luckycrush.live) to file a claim. Your claim will be reviewed within 24 hours. The Minutes will be returned to your account balance if your claim is considered valid.

## **16. Payments Verification Data and Other Data We May Use**

16.1. The Company is entitled to request data from Users in order to verify payments. This data can be either your bank card data (e.g., photo of the last six digits of your card, or a photo of a User holding a card, etc.), passport details, or another ID. The data may also be used as evidence that the Application was actually used by the User in case a dispute arises between us and the User.

16.2. If you want to make sure that it is the Company who requests the data from you, you can contact us at [EMAIL].

16.3. In case any dispute arises between the Company and the User, the Company also reserves the right to use as evidence confirming that you were actually using the Application (in some cases – as evidence of you being the real account owner) and provide to the relevant authority the following information: your Avatar; screenshots made by the system when you were searching for interlocutors; your IP-address; your country, region and city; type of browser and operation system that you were using.

16.4. To see how we process your data in more detail (for example, for how long we store your data, what we do with it and why), please, refer to our Privacy Policy.

## **17. Disclaimer: Errors and Corrections**

17.1. WE DO NOT REPRESENT OR OTHERWISE WARRANT THAT OUR APPLICATION WILL BE ERROR-FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR

THAT WE WILL CORRECT ANY ERRORS. WE DO NOT REPRESENT OR OTHERWISE WARRANT THAT THE INFORMATION AVAILABLE ON OR THROUGH OUR APPLICATION WILL BE CORRECT, ACCURATE, TIMELY, OR OTHERWISE RELIABLE.

## **18. Disclaimer: Third-Party Content, Goods and/or Services**

18.1. CONTENT SUPPLIED BY THIRD PARTIES (FOR EXAMPLE, BY OTHER USERS, ETC.) WILL BECOME AVAILABLE TO YOU WHEN YOU USE THE APPLICATION. THE COMPANY HAS NO EDITORIAL OR OTHER CONTROL OVER SUCH CONTENT. ANY OPINIONS OR OTHER INFORMATION OR CONTENT EXPRESSED OR MADE AVAILABLE BY SUCH THIRD PARTIES, ARE THOSE OF THE RESPECTIVE AUTHOR(S) AND OWNER(S) AND NOT OF OUR COMPANY. THE COMPANY DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE NOR THE LEGALITY OF ANY CONTENT PROVIDED BY ANY OF THESE PARTIES.

18.2. YOU UNDERSTAND THAT WE DO NOT OPERATE OR CONTROL THE PRODUCTS OR SERVICES OFFERED BY THIRD-PARTIES. THESE PARTIES ARE RESPONSIBLE FOR ALL ASPECTS OF ORDER PROCESSING, FULFILLMENT, BILLING, AND CUSTOMER SERVICE, AS WELL AS FOR ANY OTHER ASPECTS RELATING TO THEIR PRODUCTS OR SERVICES. WE ARE NOT A PARTY TO THE TRANSACTIONS BETWEEN YOU AND SUCH THIRD PARTIES. YOU AGREE THAT USE OF THIRD-PARTY SERVICES OR PURCHASE FROM ANY THIRD PARTIES IS AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY US. ALL RULES, LEGAL DOCUMENTS (INCLUDING PRIVACY POLICIES), AND OPERATING PROCEDURES OF ANY THIRD PARTY WILL APPLY TO YOU WHILE ON ANY OF THEIR WEBSITES OR WHILE USING ANY OF THEIR APPLICATIONS.

18.3. YOU HEREBY ACKNOWLEDGE THAT NOTHING CONTAINED IN OUR APPLICATION (INCLUDING ANY CONTENT SUPPLIED BY US OR BY ANY THIRD PARTY) WILL CONSTITUTE FINANCIAL, INVESTMENT, LEGAL, AND/OR OTHER PROFESSIONAL ADVICE AND THAT NO PROFESSIONAL RELATIONSHIP OF ANY KIND IS CREATED BETWEEN YOU AND THE COMPANY OR OUR USERS. YOU HEREBY AGREE THAT YOU WILL NOT MAKE ANY FINANCIAL, INVESTMENT, LEGAL, AND/OR OTHER DECISION BASED IN WHOLE OR IN PART ON ANYTHING CONTAINED IN OUR APPLICATION OR SERVICES.

## **19. Disclaimer: Warranties and Liability**

19.1. THE COMPANY IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CONTENT MADE AVAILABLE OR OFFERED THROUGH OUR APPLICATION OR IN CONNECTION WITH OUR SERVICES BY USERS OF OUR APPLICATION. ALTHOUGH WE MAY PROVIDE RULES FOR USER CONDUCT AND POSTINGS, WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR WHAT USERS POST, TRANSMIT, OR SHARE THROUGH OUR APPLICATION AND/OR SERVICES, AND ARE NOT LIABLE FOR ANY OFFENSIVE, INAPPROPRIATE, OBSCENE, UNLAWFUL, COPYRIGHT INFRINGING OR OTHERWISE OBJECTIONABLE CONTENT YOU MAY ENCOUNTER WHEN USING OUR APPLICATION AND/OR SERVICES.

19.2. OUR APPLICATION AND/OR SERVICES MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. THE COMPANY ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION, UNAUTHORIZED ACCESS TO, OR ALTERATION OF USER COMMUNICATIONS.

19.3. THE COMPANY IS NOT RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OR OTHER PROBLEMS OF ANY TELEPHONE NETWORK OR SERVICE, COMPUTER SYSTEM, SERVER OR PROVIDER, COMPUTER OR MOBILE PHONE EQUIPMENT, OR SOFTWARE, OR FOR ANY FAILURE OF EMAIL ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, OR FOR ANY COMBINATION THEREOF – INCLUDING INJURY OR DAMAGE TO USERS' OR ANY OTHER PERSON'S COMPUTER, MOBILE PHONE, OR OTHER HARDWARE OR SOFTWARE – RELATED TO OR RESULTING FROM THE USE OF OUR APPLICATION AND/OR SERVICES.

19.4. UNDER NO CIRCUMSTANCES WILL THE COMPANY (INCLUDING ALL OUR AFFILIATES) BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING ANY LOSS OR DAMAGE, PERSONAL INJURY, OR DEATH RESULTING FROM ANYONE'S USE OR INABILITY TO ACCESS OR USE OUR APPLICATION AND/OR SERVICES, OR ANY INTERACTIONS BETWEEN USERS OF OUR APPLICATION AND/OR SERVICES, WHETHER ONLINE OR OFFLINE.

19.5. THE INFORMATION AND CONTENT FROM OR THROUGH OUR APPLICATION IS PROVIDED 'AS-IS', 'AS AVAILABLE', WITH 'ALL FAULTS', AND ALL EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED. OUR APPLICATION AND/OR SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS.

19.6. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF OUR APPLICATION AND/OR SERVICES. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT OUR CONTENT AND/OR SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE OF ANY SUCH CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO OUR CONTENT, SERVICES, AND RELATED SOFTWARE IS DISCLAIMED.

19.7. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT IF YOU OBTAIN CONTENT FROM OR THROUGH OUR APPLICATION (FOR EXAMPLE, BY DOWNLOADING A FILE SENT TO YOU BY ANOTHER USER) AND/OR SERVICES, YOU DO THAT AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE AND ALL OUR AFFILIATES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

19.8. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE SUBSTANTIAL ELEMENTS OF THE CONTRACT BETWEEN YOU AND THE COMPANY – OUR APPLICATION AND/OR SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR APPLICATION AND/OR SERVICES WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

19.9. REFERENCE TO ANY PRODUCTS, SERVICES, PROCESSES, OR OTHER INFORMATION BY TRADE NAME, TRADEMARK, MANUFACTURER, SUPPLIER, OR OTHERWISE DOES NOT CONSTITUTE OR IMPLY ENDORSEMENT, SPONSORSHIP, RECOMMENDATION, OR ANY AFFILIATION WITH US OR OUR APPLICATION.

## **20. Limitation of Liability**

20.1. IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR APPLICATION, CONTENT, SERVICES, OR ANY RELATED SOFTWARE ACCESSED THROUGH OR DOWNLOADED FROM OUR APPLICATION AND/OR SERVICES, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT WHICH IS EQUIVALENT TO THE NUMBER OF MINUTES AVAILABLE AT THE USER'S APPLICATION ACCOUNT BALANCE AT THE MOMENT OF FILING THE CLAIM. MINUTES'S VALUE IS CALCULATED ACCORDING TO THE METHOD OF PAYMENT THAT WAS SELECTED BY THE USER WHEN PURCHASING THE MINUTES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

## **21. Indemnity**

21.1. You hereby agree to defend and indemnify the Company, its parent, subsidiaries and affiliates against and from any third-party claims, liabilities, losses, injuries, damages, costs or expenses incurred by us arising out of or from your use of the Application or any specific Services or features associated therewith (for example, including, but not limited to User Content, etc.).

## **22. Equitable Remedies**

22.1. You agree that we would be irreparably damaged if the terms of this Agreement were not specifically followed and enforced. In such an event, you agree that we shall be entitled, without bond or other security, or proof of damages, to appropriate equitable relief in the event you breach this Agreement; and that the awarding of equitable relief to us will not limit our ability to receive remedies that are otherwise available to us under applicable laws.

## **23. Alterations**

### **(a) Our Rights**

23.1. We may change or modify this Agreement (each a “New Agreement”) as our business and the law evolves.

### **(b) New Agreements**

23.2. This Agreement will terminate immediately upon the introduction (publication) of a New Agreement or a New Privacy Policy. New Agreements will not be applied retroactively. You will be given an opportunity to review the New Agreement before choosing to accept or reject its terms: we will notify you of any changes or modifications by providing special notice. If you do not object, by ceasing any use of the Application, to the amended Agreement within 4 (four) weeks following the special notice, your continued use of the Application will mean that you accept the amended Agreement. With this notice, we will remind you that your continued use after the expiration of 4 (four) weeks following the special notice means that you accept any and all changes.

1. Acceptance. If you accept the New Agreement, you will be able to continue using the Application, subject to the terms of the New Agreement.

2. Rejection. If you decline to accept the New Agreement, or if you cannot comply with the terms of the New Agreement, you will no longer be permitted to use the Application and your right to access and use the Application will be revoked.

### **(c) Alterations to the Application**

23.3. We may change, modify, suspend, or discontinue any aspect of the Application (for example, redesign the Application, change the Content, change and/or add the software tools and applications used by or stored on web servers and Application servers, etc.) at any time without notice or liability. We may also impose limits on certain features or restrict your access to parts or all of the Application without notice or liability.

## 24. Term and Termination

### (a) Term

24.1. This Agreement is effective upon the date you start using the Application and shall remain in force until it is terminated or superseded by a New Agreement, or, if neither of the foregoing events occur, as long as you continue using the Application. In the event that the Company chooses to cease providing the Application, or license to a third party the right to provide the Application, we shall provide you with no less than 7 (seven) days prior notice.

### (b) Termination

24.2. You are entitled to terminate this Agreement at any time by appropriately notifying us by email at [hello@luckycrush.live](mailto:hello@luckycrush.live) or by contacting our Customer Support. Appropriate notification should allow us to properly identify you.

24.3. We reserve the right to terminate this Agreement at any time for any reason, or for no reason, with or without notice to you.

24.4. If any User Content or any User is found by or is reported to the Company as violating these Terms and Conditions, the Company is entitled to immediately terminate this Agreement, and, therefore, the User's membership, with or without appropriate notice to the User ("permanent ban"). In the event of termination of this Agreement, your right to access and use the Application will be revoked. Any rights you may have had to any pre-purchased Application assets, such as Minutes or any other subscription, are forfeit, and you agree and acknowledge that you are not entitled to any refund for any amounts which were pre-purchased on your account prior to any termination of this Agreement.

24.5. Attention: it is worth noting, however, that if you get temporary banned, you will not necessarily lose your Minutes. Minutes deposited to the Application User's balance just will not be charged back – regardless of the Minutes number and the duration of the ban period.

24.6. In case of minor violations of this Agreement, we may also provide you with a prior warning and/or temporarily ban you due to your non-compliance prior to terminating the Agreement and revoking your membership.

## **25. Severability and Survival**

25.1. If any part of this Agreement is determined to be invalid or unenforceable, then that portion shall be severed, and the remainder of this Agreement shall be given full force and effect. To the extent that any Content is in conflict or inconsistent with this Agreement, this Agreement will take precedence. Our failure to enforce any provision of this Agreement will not be deemed a waiver of such a provision, nor of the right to enforce such a provision. Our rights as well as certain other provisions (for example, copyright, indemnity, trademarks, limitation of liability, warranty, and jurisdictional provisions) under this Agreement will survive any termination of this Agreement.

## **26. Choice of Law, Jurisdiction and Dispute Resolution**

26.1. This Agreement will be governed by and construed in accordance with the laws of France, without regard to conflict of laws principles.

26.2. In case any dispute arises between the Company and the User in connection with the use of our Application and/or our Services, the Parties must undertake all the efforts possible to resolve the dispute peacefully without resorting to litigation. If settling the dispute through negotiation is impossible, the Parties agree to submit to the personal jurisdiction and venue of the courts of France. Any cause of action by you with respect to our Application and/or our Services must be instituted within 1 (one) year after the cause of action arose or be forever waived and barred.

26.3 This document is written in English. In case of doubt and/or disagreement regarding the content of the document and/or its interpretation, execution, settlement of disputes, plus any other issues directly or indirectly arising from this document, the English version will take priority.