

# Terms of use

Welcome to Pick ("Company"). Please take a few moments to read our Terms of Use ("Terms"), because once you access, view or use the Pick application or its website (collectively or separately the "Service"), you are legally bound by these Terms. If you do not agree to these Terms you must not access or use the Service.

## 1. Creating an account

Before you can use our Service, you will need to create an account ("Account"). In order to create an account you must:

1. Have a Facebook or VK.com account;
2. Be at least 13 years old;
3. Be legally permitted to use the Service by the laws of your home country; and
4. Warrant that you have never been convicted of, nor are subject to any court order relating to assault, violence, sexual misconduct or harassment.

You represent and warrant that all information that you submit upon creation of your account, including information submitted from your Facebook account, is accurate and truthful and that you will promptly update any information provided by you that subsequently becomes inaccurate, incomplete, misleading or false.

You are responsible for maintaining the confidentiality of the username and password you designate during the registration process, and you are solely responsible for all activities that occur under your username and password. If you suspect that someone has gained access to your account, you must let us know immediately. You must also immediately change your username and password. The Company reserves the right to suspend or terminate your account if you violate our rules on keeping your username and password secure.

## 2. Content posted by you

You are able to post all sorts of things, including photographs, messages and other content ("Content") on Service, but we have to impose restrictions (prohibit) on certain content which:

- impersonates any person;

- contains language which could be deemed offensive or is likely to harass, upset, embarrass, alarm or annoy any other person;
- is obscene, pornographic or otherwise may offend human dignity;
- is abusive, insulting or threatening, or which promotes racism, bigotry, sexism, hatred or physical harm of any kind against any group or individual;
- encourages any illegal activity including, without limitation, terrorism, inciting racial hatred or the submission of which in itself constitutes committing a criminal offence;
- is defamatory;
- promotes commercial activities (including, without limitation, sales, competitions and advertising, links to other websites or premium line telephone numbers)
- involves the transmission of "junk" mail or "spam";
- contains viruses, Trojan horses, worms or other harmful or disruptive codes, components or devices;
- itself, or the posting of which, infringes any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- shows another person which was created or distributed without that person's consent.

You are solely responsible and liable for the content that you post. You understand and agree that the Company may, but are not obliged to monitor or review any Content you post as part of the Service. The Company may delete any Content that in the sole judgement of the Company violates these Terms or may harm the Company and the Service. The Company may investigate and take any available legal action in response to illegal and/or unauthorized uses of the Service.

You may not display any personal contact or banking information on your individual profile page whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you do choose to reveal any personal information about yourself to other users, whether via email or otherwise, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would under any other circumstances.

You agree that any Content you place on the Service may be viewed by other users and may be viewed by any person visiting or participating in the Service.

### **3. Content ownership**

By uploading Content on the Service, you represent and warrant to the Company that you have all necessary rights and licenses to do so, and automatically grant to the Company, its affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, transferable, sub-licensable, fully paid-up, worldwide right and license to use Content in any way (including, without limitation, copy, store, perform, display, play, record, reproduce, adapt, modify, distribute, translate, create derivative works from, incorporate into other works and grant and authorized sublicenses of the foregoing in any media currently known or hereafter created). We have the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Service constitutes a violation of their intellectual property rights or of their right to privacy or any other law.

Other than in relation to the Content posted by you on the Service, you do not have any rights in relation to the Content on the Service and you agree that you will not use any Content in any manner which may infringe any third party's rights. Without limitation to the foregoing, this means that you agree that you will not modify, adapt, distribute, copy, publish or sell all or any part of the Content (other than the Content submitted by you) to anyone else.

All text, graphics, user interfaces, trademarks, logos, sounds and artwork on the Service are owned, controlled or licensed by the Company and are protected by copyright, trademark and other intellectual property law rights.

### **4. Access to the service**

The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

You are responsible for making all the necessary arrangements to ensure you can access the Service (including, but not limited for internet provider and mobile internet provider fees and any other charges associated with such access). The Company shall not be held responsible for any reduced functionality you may encounter as result of or in connection with accessing the Service through mobile services or any similar service currently known or developed in the future.

## **5. Reporting abuse**

You can report any abuse or complain about Content by contacting us, outlining the abuse or complaint. You can also report a user directly from a profile, by clicking the “Report” button on their profile.

## **6. Disclaimer**

We expressly disclaim any and all responsibility and liability for your conduct or the conduct of any other user of the Service, and expressly disclaim any liability for Content uploaded by you or by any other user. The Company expressly excludes:

1. all conditions, representations, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
2. any liability incurred by you arising from use of the Service, including without limitation for any claims, charges, demands, damages, liabilities, losses or expenses of whatever nature and howsoever direct, indirect, incidental, special, exemplary, punitive or consequential damages (however arising including negligence), loss of use, loss of data, loss caused by a computer or electronic virus, loss of income or profit, loss of or damage to property, wasted management or office time, breach of contract or claims of third parties or other losses of any kind or character, even if the Company has been advised of the possibility of such damages or losses, arising out of or in connection with the use of the Service. This limitation on liability applies to, but is not limited to, the transmission of any disabling device or virus that may infect your equipment, failure of mechanical or electrical equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet service provider), unauthorized access, theft, bodily injury (other than caused by our negligence), property damage, operator errors, strikes or other labor problems or any act of god in connection with Service including, without limitation, any liability for loss of revenue or income, loss of profits or contracts, loss of business, loss of anticipated savings, loss of goodwill, loss of data, wasted management or office time and any other loss or damage of any kind, however arising and whether caused by tort (including, but not limited to, negligence), breach of contract or otherwise, even if foreseeable whether arising directly or indirectly.

## **7. Indemnity**

You agree to hold harmless and indemnify the Company and its officers, directors, employees, agents, representatives and licensors from any losses, liabilities, claims, demands, costs and expenses (including reasonable solicitor's fees), made by any third party due to or arising out of your breach of or failure to comply with Terms (including any breach of your representations and warranties contained herein), any postings or Content you post in the Service, including any infringement by you of the copyright or intellectual property rights of any third party, and the violation of any law or regulation by you. The Company reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. If we ask, you will co-operate fully and reasonably as required by us in the defence of any relevant claim.

## **8. Miscellaneous**

The Company has taken reasonable steps to ensure the currency, availability, correctness and completeness of the information contained on the Service and provides that information on an "as is", "as available" basis. The Company does not give or make any warranty or representation of any kind about the information contained on the Service, whether express or implied. Use of the Service and the materials available on it is at your sole risk. The Company cannot be held responsible for any loss arising from the transmission, use of data, or inaccurate Content posted by users. You are responsible for taking all necessary precautions to ensure that any material you may obtain from the Service is free of viruses or other harmful components. You accept that the Service will not be provided uninterrupted or error free, that defects may not be corrected or the Service, or the server that makes it available, are free of viruses or bugs, spyware, Trojan horses or any similar malicious software. The Company is not responsible for any damage to your software or other equipment or technology including, but without limitation damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line or network failure or any other technical or other malfunction.

To the fullest extent permitted by applicable law, in no event the Company will be liable to you for any direct, indirect, incidental or consequential damages resulting

from the Services, including the Content, any unauthorised access to our servers and personal information stored therein, any loss of data or Content.

We reserve the right to modify the Terms at any time (“Change”). If we do this then the Changes will be posted on this page and we will indicate the effective date of the updates at the bottom of the Terms. In certain circumstances, we may send an email to you notifying you of any Change. You should regularly check this page to take notice of any Changes. Your continued use of the Service following any Change constitutes your acceptance of the Change and you will be legally bound by the new updated Terms. If you do not accept any Changes to the Terms, you should stop using the Service immediately and delete your account.

If, for any reason, any of the Terms are declared illegal, invalid or otherwise unenforceable by a court of a competent jurisdiction, then to the extent that term is illegal, invalid or unenforceable, it shall be severed and deleted from the Terms and the remainder of the Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

No failure or delay in exercising any right, power or privilege under the Terms shall operate as a waiver of such right or acceptance of any variation of the Terms and nor shall any single or partial exercise by either party of any right, power or privilege preclude any further exercise of the right or the exercise of any other right, power or privilege.

## **9. Privacy**

For information about how the Company collects, uses and shares your information, please check out our Privacy Policy. By using Service you agree to such processing. Privacy Policy and the Terms all constitute the entire agreement between you and us concerning the Services.

## **10. About us**

Pick is an app and site (pick.cosmoshark.com) owned and operated by the Company.

## **11. General**

The Terms and any dispute or claim arising out of them or in connection with them or the Services (including non-contractual disputes or claims) are governed by and

construed in accordance with Russian law and are to be subject to the exclusive jurisdiction of the Russian Courts.

Deletion (suspension) of your account, including by you or the Company, does not release you from the liabilities and responsibilities undertaken by these Terms.

## **12. Effective date**

The Terms were last updated on 18 February 2019.

# Privacy Policy

Welcome to Pick (“Pick”, “Company”, “we”, “us”). This Privacy Policy (“Policy”) describes the information we collect, how this information may be used, with whom it may be shared and how we protect information we store. We suggest you read it in conjunction with our Terms of Use. By using our website or application (“Service”), you are accepting the practices described in this Policy.

The personal information provided to or collected by our Services is controlled by the Company in accordance with Russian law.

The Company is also a data keeper and an operator under the Russian law.

If you do not accept and agree with our Policy than you must stop using the Service immediately.

## 1. Collection of information

We may collect information that can identify you such as your name and email address (“personal information”) and other information that does not identify you. We may collect this information through a mobile application. By using the Service, you are authorizing us to gather, parse and retain data related to the provision of the Service.

### Information you provide

In order to register as a user of the Service, you will be asked to sign in using your Facebook login. If you do so, you authorize us to access certain Facebook account information, such as your public Facebook profile: your full name, email address, gender, date of birth, interests, your location details, photos, personal description and friend list. You will also be asked to allow Pick to collect your location information from your device when you download or use the Service. In addition, we



may collect and store any personal information you provide while using our Service. You may also provide us photos, a personal description and preferences for recommendations, such as search distance, age range and gender. If you chat with other Service users, you provide us the content of your chats. If you contact our customer support team, we will receive your email address and information you send to us to help resolve your query. We will keep records of our communication with you, including any complaints that we receive from you about other users.

We recommend and encourage you to think carefully about the information you disclose about yourself to other users. We also do not recommend that you put email addresses, URLs, instant messaging details, phone numbers, full names or addresses, credit card details, national identity numbers, drivers' licence details and other sensitive information on your profile which may be misused or abused.

When you post information about yourself or use the chat, the amount of personal information you share is at your own risk. If you post anything that is inconsistent with our Terms of Use, we reserve the right to suspend or terminate your account.

### **Information collected automatically**

We automatically record information from your device created by your use of the Service. This information may include your IP address, device ID and type, device model and language, the operating system used by your device, MAC address, access times, pages visited, your mobile carrier, your mobile device's geographic location while our application is actively running, the referring domains, and interactions with advertisements.

### **Cookies**

When you visit our Service, we may assign your device one or more cookies to facilitate access to our Service and to personalize your experience. Through the use of a cookie, we also may automatically collect information about your activity on our Service, such as the pages you visit, the time and date of your visits and the links

you click. If we advertise, we (or third parties) may use certain data collected on our Service to show you Pick advertisements on other sites or applications.

If for any reason you decide that you do not want all of your Service activities to be stored you may set your browser and mobile settings to block cookies and local storage device, but please remember that if you do so, you may not be able to access all of the features offered by the Service.

### **Geolocation information**

If you turn these features on, we may collect your device's geolocation data and save your device's coordinates to offer certain features to you. We may also use your device's geolocation information to personalize the Service and make it easier for you to interact with other users. You can control your location information settings in your Account settings and switch them off. Even if you have disabled location services, we may still determine your city and country location based on your IP address (but not your exact location).

## **2. Use of information**

We may use information that we collect about you to:

- offer you the Service, and manage our business;
- personalize the product and the content we deliver to you;
- contact you with information about products and services that may be of interest to you;
- conduct research and analytics about how you use and interact with the Service;
- manage your account and provide you with customer support;
- investigate, prevent, or take action regarding illegal activities;
- enforce or exercise any rights in our Terms of Use.

### **3. With whom we share your information**

#### **Information shared with other users**

When you register as a user of the Service, your profile will be viewable by other users of the Service. Other users will be able to view information you have provided to us directly or through Facebook, such as your photos, any additional photos, your first name. If you chat with other users, they will see the content of your chat. If you like other users, they will get notifications that you like them.

#### **Personal information**

Our policy is not to share your personal information that you yourself have not chosen to share with third persons, including other users of the Service, except in the limited circumstances described here:

- We may share or disclose your non-private, aggregated, non-personal data with third parties for industry analysis and demographic profiling and to deliver targeted advertising about other products and services and for marketing and promotional purposes.
- We may disclose any of your information, if we believe that it is reasonably necessary to comply with a law, regulation, or legal request; to protect the safety of any person; to address fraud, security or technical issues; or to protect our rights or property.
- In the event that Pick or any of our affiliates undergoes a business transition or change of ownership, such as merger, acquisition by another company, re-organization, or sale of all or a portion of its assets, we may be required to disclose your personal information.
- We engage certain trusted third parties to perform functions and provide services to us. We may share your personal information with these third parties, but only for the purposes of performing these functions and providing such services.

## 4. Your rights

You may review and update your personal information you provided or permanently delete your account at any time by opening your account and going to settings. If you delete your account, we will retain certain information associated with your account for analytical purposes and recordkeeping integrity, as well as to prevent fraud, enforce our Terms of Use, take actions we deem necessary to protect the integrity of our Service or our users, or take other actions otherwise permitted by law. Even after you remove information from your profile or delete your account, copies of that information may still be viewable and/or accessed to the extent such information has been previously shared with others, or copied or stored by other users. If certain information has already been provided to third parties as described in this Policy, retention of that information will be subject to those third parties policies.

You can choose not to provide us with certain information, but that may result in you being unable to use the Service or certain features of our Service because such information may be required in order for you to register as user; purchase products or services; or initiate other transactions.

Our Service may also deliver notifications to your phone or mobile device. You can disable these notifications by deleting the relevant Service or by changing the settings on your mobile device.

You have a right to request a copy of the information we hold about you (we reserve the right to charge the statutory fee to process such a request). Such a request must be in writing. We will contact you to let you know what else we need from you before we send you a copy of your personal information. If explicitly provided by the applicable mandatory law, you have a right to request in writing information regarding third parties to whom we have disclosed your personal information (if any) for their direct marketing purposes in the previous calendar year. Unless the applicable mandatory statutory provisions restrict it, we reserve the right to charge the fee to process such a request.

Your Pick account is non-transferable and any rights to your profile or content within your account will be cancelled upon your death.

## **5. Data storage**

The Service is provided globally and operates through servers located in a number of countries around the world, including the United States of America. Therefore your residence country's laws and regulations concerning data protection might differ from the server's location country's laws and regulations and your personal data might not enjoy the same protection as provided in your country of residence. By submitting your personal information, you agree to the transfer of your personal information to, and storage and processing of your personal information in any such countries and destinations.

## **6. Security**

We have put in place appropriate physical, electronic, and managerial procedures to safeguard and help prevent unauthorized access to your information and to maintain data security. These safeguards take into account the sensitivity of the information that we collect, process and store and the current state of technology.

Although we take appropriate measures to safeguard against unauthorized disclosures of information we cannot guarantee that unauthorised access, hacking, data loss, or other breaches will never occur. We urge you to take steps to keep your personal information safe (including your Facebook details) and to log out of your account after use.

You may not disclose your login details (username and password) to any third parties or share it with any third parties. If you lose your login details or give them out, your personal information may be compromised. If that happens, you must change your login details immediately. Mint cannot be held responsible for your

failure to keep your login details secure and failure to do so may violate our Terms of Use.

## **7. Children's privacy**

We restrict the use of our service to individuals age 13 and above. We do not knowingly collect, maintain, or use personal information from children, minors, or anyone under the age of 13.

## **8. Change to this policy**

We may revise this Policy from time to time. When we post changes to this Policy, we will revise the "effective date" at the bottom of this Policy. We recommend that you check our Service from time to time to inform yourself of any changes in this Policy. By continuing to access and use the Service after those changes become effective, you agree to be bound by the revised Policy.

## **9. How to contact us**

If you have any questions, comments, or concerns regarding our Policy or practices, please contact us by email ([support@cosmoshark.com](mailto:support@cosmoshark.com)).

## **10. Effective date**

**This Privacy Policy was last updated on 18 February 2019.**