

1. General Provisions

The present agreement is a formal document, which governs relationships between the Owners of Heaven Date mobile application and its Users.

It is strongly recommended for Users to read carefully the following conditions before they start usage of mobile application, as well as its content, or other related products. By using the mentioned products, you acknowledge your consent to use mobile application Heaven Date in accordance with terms herein. If Users do not accept fully or partially the terms of present agreement, they should terminate or not to start the usage of mobile application.

In case if the usage of this mobile application contradicts with any applicable jurisdiction – the Users shall not start or shall terminate the usage of the mobile application thereof. In connection with the terms of Privacy Policy, the present agreement constitutes a legally binding contract between the Owner of mobile application Heaven Date and its User, from the moment when User provides his acceptance (hereinafter - Agreement).

2. Terms and Definitions

Mobile application Heaven Date means computer program, supported by mini-computers running on iOS operational system, as well as content, and other linked products (hereinafter - Heaven Date App, App, Heaven Date). Heaven Date App is launched and operates on the Platform's principles.

Platform means an online marketplace, which is used by App's Owners for the purposes of deployment and running of Heaven Date App functionality.

Creation of User's Account means the process when User provides App with data, as a condition to start usage of the Heaven Date App and allows User's identification within the App.

Service means a set of opportunities which Heaven Date App offers based on its functionality. It may include with no limitation: posting of User data via Heaven Date App, uploading and storage of data by Users within their accounts, etc. for the purposes of network and further personal communications.

Owners of Heaven Date App (hereinafter - Owners) mean developers of Heaven Date App, founders of Entrepreneur Pieliiev P.A., the UK, as well as any person, granted by developers with full scope of substantial intellectual property rights with respect to Heaven Date App.

User means a capable person who has reached the age of 18, has registered an account and authorized within the Heaven Date App.

User information or User data means any information, which is accumulated and uploaded directly by User, transmitted, received or distributed by User by means Heaven Date App, as well as information about User himself.

Third-Party Materials mean data, products, content, intellectual property created, published or otherwise received from third parties, other than User and/or Owner.

3. The moment of acceptance of Agreement

By starting the usage of Heaven Date App User confirms his acknowledgment and acceptance of terms herein in full and with no exemptions. The fact of usage of Heaven Date App, in particular, is acknowledged by registering within Heaven Date App. This Agreement becomes legally binding for each User from the moment of registration within the Heaven Date App.

4. Subject of regulation. Service Description

Heaven Date App enables Users' acquaintance with each other by means of receiving of their real contact details globally, around the world.

Uploading of Heaven Date App is charge free; however, the part of functionality is available only after registration, which is payable. Heaven Date App becomes available for Users from the moment of registration and authorization within Heaven Date App.

Heaven Date App is targeted to enable personal communications between Users exclusively for personal and non-commercial purposes. To achieve the above-mentioned purpose Heaven Date App contains unique technics for authorization and authentication of Users, which utmost excludes the possibility to create "fake" accounts.

For the purposes of the Heaven Date App functioning, personal non-commercial communications shall mean exclusively, as follows: planning of social activities, joint travelling and free mutually respectful communications. Heaven Date App has no other purposes in course of facilitation of contact search and network between the Users.

Heaven Date App runs on the principles of Platform, which accumulates the User data and facilitates the possibility of other Users to find it. The availability of User information relates on the tariff, which User choses, **however, the possibility to find phone numbers of other Users is anyway a part of paid functionality of the App.**

Under any circumstances Owners should not be regarded as intermediaries and/or participants of the process of meetings planning, acquaintance, direct communications between Users and do not bear any responsibility as to the type of relationships between them beyond the functionality of the App. However, the Owners are entitled to suspend those Users from the App, with respect to whom they have received the claims as to the conduct or actions, which violate public order, rights, interests, honor and dignity of any third persons, without any explanations.

Heaven Date App constitutes intellectual property, created on the territory of Ukraine, the full and explicit scope of intellectual property rights in which belongs to Owners. Therefore, Owners grant Users with limited, non-exclusive license for the Heaven Date App, with no sublicense rights, in order to use it exclusively for personal and non-commercial purposes, for facilitation of further personal communications and for transmission of personal non-commercial non-confidential information. Users are not permitted to carry out actions aimed to copy, adapt, modify, decompile, disassemble, decrypt, or in any other form to exploit the source code, the navigation structure of the App, related technical documentation on Heaven Date App, as well as not to use App or its particular components for any commercial and other purposes, other than those listed herein.

In case if the normal functioning of Heaven Date App requires to prepare and with no limitations – to update, modify the program code and/or related documentation on Heaven Date App, than new product versions, optimized functional patches, additional plug-ins etc.- can be automatically performed without the prior User consent. In case if such updates are occurred, User therefore is granted with a similar scope of license rights in the updated functionality or versions of the App, unless otherwise is specifically agreed with respect to the newly released versions or functionality. User agrees to use secure hardware and mobile devices for the installation and running of Heaven Date App, and User is solely responsible for any damage, loss that occurs due to non-compliance with mentioned recommendations.

Content of Heaven Date App

All the objects, including, but not limited to - texts, User interfaces, graphics, audio, video components, program code, technical documentation, distribution components, navigation structure and App's architecture, logos, symbols etc. constitute the components of Heaven Date App (whether or not

they are indissoluble elements of the App), as well as intellectual property of the Owners and can be used, therefore, under the same conditions as the App itself.

Data centers and servers, where the Service runs and data is stored, are located in New York and controlled by Owners. However, User agrees that Owner shall not guarantee that App, content or its components will be free of errors, interferences, defects or other technical problems. **App is provided on "as is" basis, and therefore Owner does not provide any guarantees as to its availability for particular purposes, for installation or downloading.** Owner is not responsible for App's non-availability with respect to version limitations, requirements to hardware permits, compatibility, and availability at any given period, as well as for non-infringement of rights in any given jurisdictions. User should also be aware that Heaven Date App is open, can be accessed online, and therefore can potentially be subject to cyber-attacks, viruses, and other similar negative activities. Online access a priori does not guarantee the absolute safety of the App; Heaven Date App Users use it at their own risk and Owners do not bear any responsibility for damage or loss raised from the threats to information and cyber security.

Heaven Date App is based on open API and ensure data encryption in order to preserve the safety of data uploaded by Users.

In case of usage of Third-Party Materials, User warrants that he has all the necessary permits, licenses for exploitation of such Third-Party Materials. Owners do not bear any responsibility for not/using of materials or components thereof, do not enter into any direct or indirect relationships with the licensors of such materials, and therefore do not carry any rights and duties with respect to them, as well as to User from the mentioned perspective. The Owner is not obliged to check and/or control the content of the license agreement between the User and any third party, whose materials are used. The validity of the license agreement is assumed based on User warranties made during the effective period of this Agreement.

In case if any changes to the license agreements with the third parties consequently affect the Heaven Date App usage conditions, the Owner shall not be liable for the consequences of such changes. Owners should neither be responsible for the nature and content of any Third-Party Materials used by means of Heaven Date App.

Heaven Date App may apparently contain materials owned directly by Owner, as well as his partners and/or affiliates. If such content includes copyright, trademarks, commercial designations, other protected signs or special notices with respect to the rights of third parties, the User agrees to consider these notifications, to comply with them, and not to violate them while using Heaven Date App.

5. Limitations for Users (age, disability)

Only legally capable person, who has reached the age of at least 18 years, and has the right to solely enter into contractual relationships can become a User of Heaven Date App. Users are solely responsible for all the actions associated with the use of Heaven Date App, for the safety of personal information, or any other data, transmitted by Users by means of Heaven Date App. Owners reserve the right at any time to clarify, change, as well as with no limitations to shorten the scope of persons, who can possibly become User of Heaven Date App. **It is the sole User's responsibility to ensure App's availability in particular jurisdiction with respect to existing regulations in any given country.**

The Owner should not bear any burden of responsibility for inability to use the App or it's certain options within any jurisdiction, as well as in the event of legal restrictions on the usage of such products under particular regulation.

The usage of this App is restricted for those persons, which were earlier offended or held criminal of administrative liability for the crimes or other offences against Date, health, sexual

immunity, as well as against public order and public morals, in any jurisdiction.

6. Registration and information provided for registration (information requirements)

User's registration is a necessary condition for the start of usage of the App. The User agrees to provide accurate, true, relevant and complete information about himself, as well as about other Users, both during registration and while further using of Heaven Date App. Each User must use the App personally. User is solely responsible for the security of his passwords, email addresses, mobile phone numbers, logins and other identifying and/or personal data. User is also solely responsible for any third party's infringements with respect to the safety/privacy of passwords, email addresses, mobile phone numbers, logins and other identifying and/or personal data, as well as any activity, which involves the usage of passwords, email addresses, numbers of mobile phones, logins and other identifying and/or personal data. User agrees to notify the Owner about any unlawful activity with his/her account immediately.

User agrees to maintain the relevance and accuracy of the information, provided by means of Heaven Date App, and shall be solely responsible for any damages occurred because of non-compliance with these requirements.

The usage of manual or automated processing of data for registration and/or access to App's functionality, including but not limited to - web spiders, robots, scrapers, croppers and the similar, which may infringe, harm, disable, overburden, impair the work of the App and/or particular accounts - is fully restricted.

The Owner shall not bear any burden of responsibility for the consequences of such activities, which occurred, in particular, because of User's non-compliance with the measures to minimize risks listed above.

7. Start of usage and rules of User's conduct

Only registered Users can use the App. The usage of mechanisms for automatic collection of information, as well as devices, programs, algorithms in order to get unauthorized access to data, content or other functionality of Heaven Date Apps, including but not limited to - for exploitation of App and/or its functionality for any purposes other than directly expressed herein is strictly prohibited.

Registration of Users is executed in form of questionnaire. In order to register in the Heaven Date App, User fully and explicitly agrees to provide the following data:

- mobile phone number;
- true name of the User or the pseudonym, which enables to personalize the User;
- two personal photos from the phone memory; and
- one selfie, made directly within the functionality of Heaven Date App as the mean of verification of the before mentioned photos.

Registration deems to be finalized from the moment, when moderator verifies the details, photos, and phone number thereof. Moderator is entitled to reject the User's registration in case if provided details are not correct, without further explanations.

In order to continue the usage of certain functionality of the App, by User's discretion, User fully and explicitly agrees to provide the following data:

- country/city of living; and
- personal characteristics (growth, weight etc.).

User is solely responsible for all the risks to the safety of User information, the risks of transmission or other forms of dissemination, access to the data by other persons. User is solely responsible for the accuracy of User information, its truthfulness, and relevance at any given period.

The Heaven Date App collects only those pieces of information that are required for:

- registration and authorization;
- performance of User's tasks; and
- analytics based on depersonalized information in order to improve and optimize the quality of service, but only if Users express a full and explicit consent for the collection and processing of such data. By accepting this Agreement, as well as by using Heaven Date App, the User confirms that the above data will be collected, processed and stored on the Owner's servers, in particular - when User sets relevant tasks within Heaven Date App and only for the purpose of better performance of these tasks.

User also agrees that the accumulated User information can be used for the analytics of Heaven Date App functionality and consequent improvements of provided service, but only in the aggregated and anonymized form, in order not to make User's personal data directly involved in the analytics.

The collection, storage, processing, or any other form of usage of information for the purposes, other than directly specified herein, is strictly prohibited. No one may distribute, publish or otherwise exploit the User information in any way, as well as to violate or potentially violate the rights of third parties, or other Users.

User acknowledges and agrees that any form of online data transmission, in particular, within Heaven Date App, cannot be completely secure from unauthorized access by third parties, even if the data is properly encrypted. In this regard, the Owner cannot guarantee the absolute security of the data collected, in particular, but not limited to - in the event of cyber-attacks, external threats to the server information security, raising risks of unauthorized access to the User information, as well as safety of Heaven Date App itself from the threats of this type.

Data transmission by Users and privacy

User undertakes to respect the confidentiality of personal data and security of User information, not to transfer personal data, the data for authorization in the App, and User information to third parties. User agrees that after sharing of User data, such information ceases to be confidential. The App cannot be used for the collection, sale or distribution of confidential personal data, as well as User information. To ensure the security of the App Owners undertake reasonable organizational, administrative and technical measures in order to prevent violations of safety and confidentiality of personal data. In particular, Heaven Date App contains functionality, which enables the utmost verification of User's photo. Additionally, the verification of phone numbers is executed, as well. However, the Owner cannot guarantee the impossibility of unauthorized access to information and personal data from hackers, cyber criminals and other persons, who attempt to steal, collect, access, or otherwise affect User's information.

Through registration, setting the tasks and/or uploading certain data within Heaven Date App, User gives the Owner non-exclusive, irrevocable, free and open license without limitations of territory and time periods, with the ability to sub-license, to collect, store, process and use personal data and User information for the purposes of Service provision, including but not limited - to make backups of data as well as to transfer the data between Users in accordance with User's tasks, to fix bugs with respect to claims sent to the customer support services, or for blocking illicit use of User's account.

User agrees to solely bear the risks of choosing of particular addressee to transfer the data, and to share personal data and information. Owners are not liable for the improper use of shared materials by addressee.

Privacy Policy constitute an integral part of this Agreement.

The usage of Third-Party Materials is the subject to the terms, provided by these third parties and thus should be regulated by agreements between the licensors of such materials and the User directly.

Owner is not responsible for the collection, processing, storage or other use of materials, executed by any third party, whose services User consumes, in connection with Heaven Date App.

Guarantees and User obligations (rules of conduct)

User undertakes to use Heaven Date App considering all the risks of unauthorized or unlawful access to the User account and in compliance with the following requirements:

- use Heaven Date App responsibly and take into account the risks associated with the transfer of User data online;

- to use Heaven Date App in full compliance with rules of public order and morals, in those manner of self-performance and network, which are standard and appropriate for the equal live communications;

- to prevent misuse and illegal usage of application, in the following form, in particular:

* including, but not limited to - copy, publish, modify, decompile, or otherwise use the code of Heaven Date App and/or its components, the navigation architecture aimed to resale, sublicense, other commercial use, or for unauthorized access to User data and/or objects of copyright;

* to use the content for illegal and unauthorized access to the App, and User information - for illegal development of data compilations;

* to undertake any other actions that may somehow compromise the intellectual property rights of any person, including but not limited to - the development of similar competing objects based on illegal access to the data about the App;

* to use Heaven Date App for the transmission, publishing and/or distribution of illegal content, in particular, but not limited to – which contains malicious information, that could harm someone's reputation, infringe upon the honor and dignity of any person, as well as breaches the norms of public morality and order, violates the right to privacy, contains pornography, incite racial, religious, national or other forms of intolerance, promotes wars or criminal activity, promotes or disposes to the discriminatory relationships, as well as to distribute someone else's confidential information, including - financial;

* to provide false information about themselves and other Users, impersonate any person or in any other way mislead as to their identity; impedes others usage of Heaven Date App in any form (including but not limited to - through the use of harassment, improper, derogatory remarks in any way with respect to other Users);

* to act in manner, which disrupts the normal order of App's functioning;

* to exploit spam, junk mail, post other commercial advertising, apply a system for automatic data collection and processing, as well as distribute the viruses or other malware software or materials containing them;

* to use someone else's account without authorization or obtain unauthorized access to the App's functionality; and

* to get the App by means of bypassing information and cyber security measures, regardless the purpose of circumvention.

Heaven Date App already contains (and may be widened with additional ones) paid options, tariffs, conditions of usage and payment methods thereof is subject to the separate settlement and shall be specified additionally.

All and any executed payments are not refundable under any circumstances, including, but not limited to the following: choice of another tariffs, premature termination of App's usage, suspending User from the App by Owners for any reason, User's violation of the terms of usage of this App and/or the terms herein – as by means of making payments for the availability of the App's functionality, User agrees, that such payments cover the cost of Service, which had been actually consumed by User during

the usage of the App. The fact of registration in the Heaven Date App deems to be appropriate evidence of Service consuming.

User can terminate the usage of Heaven Date App at any time by deleting registration data from the Service. User agrees, that after the removal of registration data its copy can continue to be stored on the server because of data backups' creation. However, Owner is not obliged to store such data after termination of this Agreement and User is aware that after termination of registration – his data and content may not be saved.

Owner reserves the right at any time in its sole discretion to suspend the running of Service, to stop it, if necessary, in particular, but not limited to - to provide information and cyber security measures for Users, to comply with legislative requirements within unlimited period and without prior notification, as well as in cases of violation of the rules of user's conduct, or without it.

Owner cannot guarantee the availability of the App, its particular functions in all the areas and in all jurisdictions at any time and may, at his sole discretion, independently restrict access to the App, fully or partially, in certain areas and in certain jurisdictions. Owner is not responsible for the unavailability of Heaven Date App due to malfunction of telecommunication systems, errors in the User information and content, in the case of force majeure, as well as in all other cases.

8. User Information

User bears full responsibility for the security of his account and the information uploaded to the Heaven Date App, as well as for all activities that occur within User account. In case of detection of attempts of unauthorized access or exploitation of User account, User shall immediately notify the customer support center.

User guarantees that the information posted and/or transmitted by her/him does not violate any individual rights and freedoms, complies with legal requirements of the country of use, as well as terms herein.

User is solely responsible for generating backups in order to save User data. Owner has no obligation to monitor the content and nature of the data uploaded; User is solely responsible for any violations related to the nature of content and information provided via Heaven Date App. The Owner has the right, but not obliged to create backups, and reserves the right in its sole discretion from time to time to monitor the shared data, in order to delete without prior notice any illegal content.

User agrees that the Owner has the right at any time to evaluate the actions and User information with respect to compliance with terms herein but is not obliged to do so. Owner reserves the right to retain and disclose information that he reasonably believes should be disclosed, including – to the public authorities in order to comply with the regulation, and confidentiality requirements, to prevent fraudulent or other illegal actions, for the protection of rights of Users and compliance with public policies.

Any data on the User's location, geo-location, location of the device, on which Heaven Date App is installed and runs, may be collected, processed, stored and used only with the prior User explicit consent.

9. Disclaiming of warranties

User agrees to use Heaven Date App at his own risk. User acknowledges, that Owner shall not bear any responsibility for content accumulated or used by User. Owner does not provide any representations with respect to any content, uploaded, shared and received through the App and is not responsible for the accuracy, compliance with copyright law and other regulation, legality of such materials. Owners do not bear responsibility for and do not guarantee anyway that:

- the App is secure or available at any time or in any place;
- any defects or errors in functionality of the App will be fixed;
- any content, software or its components, available via the App, will be free from viruses or other harmful components; and
- the App will meet requirements which User expects to be satisfied by using the App.

10. Indemnification

User is personally responsible for any activities that occur under his/her account. User agrees to indemnify and protect the Owner from any kinds of claims, responsibility, penalties, lawsuits, claims of costs, including all sorts of administrative fees, which arise with respect to the exploitation of Heaven Date App, and as a result of unauthorized access to the functionality of the App, violation of terms herein by User, as well as violation of intellectual property rights or other rights and freedoms of third parties.

Under any circumstances, Owner shall not be responsible for, as follows:

- any direct or indirect, intentional or unintentional losses, penalties, damages; and
- loss of data, deterioration of the technical characteristics of the App, irrespective of the applicable law and jurisdiction.

In addition, Owners do not bear any liability for all claims relating to the App, the total amount of which exceeds \$5.

11. The restriction of collective lawsuits

Any claims and lawsuits to Owners shall be filled only individually. Filing the claim on behalf of another person, acting as a plaintiff in the collective, or joint lawsuit is not allowed. The similar is prohibited with respect to the lawsuits filled in the court of arbitration.

12. Notification of Copyright Infringement

Owners will react immediately on the reports of copyright infringement, in particular, with respect to DMCA standards. Notifications about the facts of infringement should be sent via the email to the customer support service, as specified below.

Owners of the App shall make all the necessary efforts to assure the compliance of App with the Standards Program License Agreement and the Human Interface Guidelines.

In a similar manner User undertakes to notify the Owners about other violations arising or potentially possible during the process of App's exploitation.

13. Settlement of Disputes

All the disputes between Users and Owners should be settled through negotiations. In particular, User can make a notification of his claim via email to the customer support services, as specified below.

If the parties do not come to an agreement through negotiation or cannot reach a common understanding of the provisions herein, each party has the right to appeal to the court of the country of origin of the App, or to the commercial arbitration. The arbitration award may be executed thereof by any authorized body, which has the appropriate authority. Language of arbitration - English. Each party may appear before the arbitral tribunal by means of telephone network or videoconference. Regulations on extraordinary arbitrator do not apply.

Any dispute, controversy or complaint procedure, which arises in connection with Heaven Date App, should be executed based on substantial and procedural law of England and Wales.

14. The procedure for making amendments and additions to the Agreement

Owners reserve the right at any time to revoke the terms and conditions herein, to make changes, additions, without prior User consent or other prior notices.

In case if certain provisions of this Agreement turn to be invalid or ineffective under the jurisdiction of particular countries, the mentioned does not affect the legal force of the entire Agreement, as well as the validity of some of its provisions in specific jurisdictions. Since consequent changes to the terms herein are made, they shall be published on the Platform, where Heaven Date App is located, with the appropriate notification on the updating date at the top of the text.

15. Contact details

Email addresses: heavendate.top@gmail.com