

RADARIUS SERVICE USE TERMS AND CONDITIONS

Please read carefully the Radarius Service Use Terms and Conditions (hereinafter referred to as “the Terms and Conditions”) as well as the Privacy Policy placed at <https://radarius.me/privacy>, before using the web site radarius.me (hereinafter referred to as “the Site”) and the mobile application of the Radarius Service (hereinafter referred to as “the Service”) in whole. If you wish to create your own account and to become our user, you will have to read these Terms and Conditions in their entirety. If you disagree with these Terms and Conditions, please do not use this Service.

GENERAL PROVISIONS

These Terms and Conditions shall be a legally binding agreement between you, the user of the Service (hereinafter referred to as “the User”), on the one part, and Faino Digital Media LLC. (hereinafter referred to as “Service Provider”), on the other part. The Privacy Policy shall be an integral part of these Terms.

These Terms and Conditions shall regulate the mutual rights and duties of the User and Service Provider (hereinafter jointly referred to as “the Parties”) in respect of the use of the Service and its functionality and services provided by means of it.

'These Terms and Conditions shall be a public offer and shall be deemed accepted by the User in case of registration in the Service using phone number.'

DEFINITION OF TERMS

The terms used in these Terms and Conditions shall have the following meaning :

'Service shall mean the social network service placed in the Internet at the web address <https://radarius.me> (including all the levels of the said document, both those being valid as of the moment of the User's accepting these Terms and Conditions and those to be put by the Service Provider in operation in the future) accessible to the User through the Site, the Application (an application for mobile devices), and other program resources.

Site shall mean the web site placed at <https://radarius.me> through which the Visitor to the Site may be registered in the Service and the User may use the Service Functionality subject to a prior registration in the Service and acceptance of these Terms and Conditions.

Application shall mean a computer program being a result of the computer programming, the rights to which belong to Service Provider and by a proper installation and use of which the User may use the Service Functionality subject to a prior registration in the Service and acceptance of these Terms and Conditions.

Service Provider shall mean Faino Digital Media, TOV , 54020, Mykolaiv, Ukraine e-mail: admin@radarius.me

Visitor to the Site shall mean an individual visiting the Site by means of a browser by entering a domain address in the address line or as a result of a clickthrough using the web links placed anywhere in the Internet and for whom the Service Functionality is not accessible because he/she is not registered or authorised in the Service or because the Account has not been entered (no authorisation was performed) during the current browser session.

User shall mean an individual who is registered in the Service in accordance with these Terms and Conditions, has accepted these Terms and Conditions in full, reached the age permitted by the applicable legislation for the acceptance of these Terms and Conditions and has the relevant legal capacity. However in any case, such a person must not be less than 12 years old.

Service Functionality shall mean the functional capabilities of the Service being accessible to the User in their aggregate, such as the Account itself, its settings, the detached virtual space, private correspondence with other Users; general chats, creation of articles/notes (“posts”) within one's

Account and the Accounts of the other Users (provided the appropriate settings are available); downloading and publication of photographs (images); and any other capabilities both available as at the moment of the User's acceptance of these Terms and Conditions and added by the Service Provider in the future.

Account shall mean a part of the Service Functionality being a virtual space detached for the User by means of software and intended for the use of the Service the access to which is provided for the User automatically after his/her successful registration in the Service or as a result of his/her successful authorisation by means of his/her account using personal phone number.

Any other terms as are not defined in this Section shall be understood pursuant to the applicable laws.

SERVICE DESCRIPTION

Subject to a strict compliance with these Terms and Conditions, every User shall be entitled to perform the following acts by means of the Service:

to use the Service Functionality for personal purposes (in particular, communication, getting acquainted, participation in discussions, etc.) as are not contrary to these Terms and Conditions and the applicable laws;

- to use the Service both through the Site and a valid version of a duly installed Application;
- to participate in the events of which it will learn from the Site; and
- to contact Service Provider and to receive a response from it in accordance with the procedure determined by these Terms and Conditions.

The Service may be used by all individuals wishing to do it and meeting the requirements set forth in these Terms and Conditions. Service Provider shall not perform any discriminative acts in respect of the Users. The User agrees that the age-related restrictions on the access to the Service or an individual Service Functionality shall not be considered discrimination since they are aimed at the compliance with the requirements of the relevant laws.

The use of the Site shall be free for all Users. Service Provider shall not charge any commission or other payments from the Users for the use of the Site except payments for additional advanced features. The tariffing of the User's traffic related to the use of the Service has nothing to do with the Service.

The use of the Service and any elements of its functionality shall be voluntary. Service Provider does not set any minimum and maximum time limits for the User's presence in the Service through the Application or the Site.

ACCOUNT CREATION PROCEDURE

The creation of an Account in the Service by the User's following the registration procedure ("from scratch") or as a result of successful authorisation by personal phone number shall mean the User's full and unconditional acceptance of these Terms and Conditions and the Privacy Policy.

The creation of the Account in the Service and the further authorisation therein shall require that the User should specify and use his/her personal mobile phone number, and a reliable password. In case of authorisation in the Account, the User shall follow the procedure of the so-called two-factor authentication being a component of the User's and the Service's security.

By creating the Account in the Service, the User confirms:

- that he/she is an individual who has reached the age permitted by the laws of its state of location for the acceptance of these Terms and Conditions, has the relevant legal capacity and acts on his/her own behalf;
- that he/she is 12 years old;
- in case of the "from the scratch" procedure – that all the data provided (entered) by him/her are true, accurate and valid as of the moment of the provision (entering) thereof and concern him/her.

ACCOUNT AND SERVICE USE PROCEDURE

The User undertakes that when using the service (both through the Site or Application and in any other manner including by means of any software as has not been approved by Service Provider), shall:

- estimate the lawfulness of any acts and the placement of any materials, texts, files (content) before they are performed/carried out;
 - not perform acts aimed at a breach of the normal functioning of the Service or the Site (e.g. by overloading the computer equipment on the basis of which the Service or the Site operates) both by means of software and through his/her direct acts within the Service (Site);
 - not disseminate, launch or use viruses, Trojan horses, and other harmful software (exe files, object codes in any form, etc.) within the Service or the Site;
 - not use automated programs (bots, robots, "spiders", scrapers, and other programs having similar functions) and scripts through its Account and in the Service or on the Site in general, in particular, for the collection of the information on the other Users or the Service (Site) in whole and for mass or targeted distribution (spam, etc.);
 - take care of the security of his/her Account, shall not disclose his/her Account log-in and password to other persons or provide them for such persons otherwise, prevent a temporary or permanent access of such persons to his/her Account and shall not alienate his/her Account for the benefit of other persons (by donating, selling, exchanging it, etc.);
 - not create more than one Account;
 - not try to receive access to the Account of another User or perform any acts from the Account of another User;
 - not replace the data in his/her Account with untrue, inaccurate, outdated data or the data misleading the other Users as to the User's identity, name, age, occupation, etc. for other reasons;
- not perform any acts:
- having the nature of threats, jeopardising, persecution, discrimination, abuse, deceit, or some other unlawful influence on the other Users;
 - breaching the rights and legal interests of the other Users; and
 - making the other Users' comfortable use of the Service impossible otherwise;
 - not carry out any unauthorised collection and processing of the personal data of the other Users and third parties without their explicit consent;
 - not distribute unauthorised commercial messages (advertising, spam) among the other Users;
 - not use the Service and the Service Functionality for commercial purposes without a written permit of Service Provider;
 - not use identification facilities the rights to which belong to other persons in accordance with the applicable intellectual property laws (trade names, trademarks, titles of art works, etc.) within its Account or the Service without a permission to do it.
 - not engage in unlawful network marketing, organisation of and involving the Users in pyramid investment schemes, fraudulent activities, and games of chance (gambling); and in other unlawful activities within the Service;
- not place any materials (content, files) anywhere within the Service, which:
- (a) propagandise war, violence, and discrimination aimed at the fomentation of ethnic, racial, and religious hostility; call to encroaching on the human rights and liberties, to commit crimes against peace and safety of the mankind, terrorism, extremism, any other offences, etc.;
 - (b) propagandise fascism, Nazism, or any other racial prevalence ideology;
 - (c) propagandise criminal activities or contain advice or instructions concerning the performance of criminal acts;
 - (d) contain aggressive utterances and threats, scenes of violence and cruelty as are not justified by the relevant scientific and research objectives;
 - (e) contain scenes of inhuman and cruel treatment of animals;
 - (f) contain a description or images of the means or methods of committing suicide or consuming prohibited drugs as well as solicitation of the performance of the relevant acts;
 - (g) contain pornography as well as the images of the intimate zones of humans, animals and fantastic creatures, as are not justified by the relevant scientific and research purposes;
 - (h) objectively have an extremely unpleasant nature being shocking for perception and are vulgar and obscene;
 - (i) contain viruses, Trojan programs, and other harmful software (exe files, any form of an object code, etc.);

(j) contain abuse, slander, defamation; discredit; humiliate and defame the honor, dignity and business reputation of the other Users or third parties;

(k) mislead the other Users;

(l) are or contain the advertising of other social network services and discredit the Service and/or Service Provider;

(m) breach other rights and legal interests of the Users or third parties including legal entities, international organisations, public bodies, entire states, etc.;

not place any materials (content, files) anywhere within the Service, which he/she is not entitled to place in accordance with the applicable laws, in particular, the intellectual property laws, limited-access information protection laws, etc.;

not pose as a representative or authorised person of Service Provider or an employee of a law-enforcement authority without any appropriate legal grounds;

notify Service Provider immediately if he/she detects indications of third parties' unauthorised access to his/her Account and change his/her Account password immediately;

make backup copies of the information (e.g. private correspondence) being important for the User unless such copies are contrary to the relevant laws;

not assist the other Users in breaching these Terms and Conditions and shall not encourage such breaches.

If the User breaches any of these obligations, other provisions of these Terms and Conditions, or the applicable laws and if the User abuses his/her rights and such a breach has resulted or may result in inflicting damage on the other Users or the Service, Service Provider shall be entitled to take one of the following measures for terminating the breach at its own discretion without any separate explanations:

- to moderate the content (article/note, text, image, etc.);
- to remove the content (article/note, text, image, etc.);
- to block the User's Account temporarily i.e. to deprive the User temporarily of the possibility to use a part of the Service Functionality till he/she eliminates the breaches;
- to block the User's Account for good and all i.e. to deprive him/her indefinitely of the right to the authorisation in the Account;
- to rectify otherwise the consequences of the User's negative acts breaching these Terms and Conditions;
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Service Provider endeavours to moderate all user-generated content and reported breach of this Terms and Conditions during the working week within 24 hours after publishing.

The User shall be entitled to deactivate his/her Account. In this case, the information (content) placed within it shall be stored on the server of Service Provider for some time in order to ensure the possibility of the Account renewal. In this case, Service Provider shall not guarantee the safety of all the information placed within the Account.

WARRANTY WAIVER AND LIABILITY LIMIT

The Service (both the Site and the Application) and its functionality including all scripts, annexes, content, and design of the Site shall be developed and changed "as is". Service Provider does not guarantee any specific results, success, etc. as a result of using the Site to the User. Service Provider shall not be obliged to extend the Service Functionality or to change the Service otherwise. Service Provider shall not be obliged to ensure the operation of the Service on all program platforms, for all devices or under certain specific conditions.

Service Provider shall be entitled to change the design of the Service, its functionality, the used technical solutions, scripts, software, and other elements both visible and invisible to the User at any time unilaterally without giving the User a prior notice.

The User agrees that it shall use the Service at his/her own discretion. Service Provider shall not warrant that the operation of the Service will be uninterrupted, free from immaterial or critical errors, failures, or other defects. Service Provider shall make adequate efforts for maintaining the appropriate operational condition of the Service.

If the User is discontent with the conditions and/or quality of the Service or its functionality, he/she shall stop using the Service.

The User agrees that Service Provider shall not incur liability for any losses (direct, indirect or accidental), missed profit, or other property and non-property losses of the User or third parties resulting from a failure in the operation of the Service, the use or impossibility of the use thereof, loss of the information (including files) being important to the User due to technical reasons and as a result of the acts or omission of the other Users.

The User agrees that within the Service he/she shall not be protected from the interaction (communication) with the Users whose first name, surname, gender, age and other data may be unreal (the so-called “fakes”) in defiance of these Terms and Conditions. The User agrees that Service Provider shall not incur liability for any consequences of such bona fide delusion of the User. For objective reasons, Service Provider cannot warrant the absence of “fake users” within the Service as well as the presence of the same individual being the owner of the “non-fake” Account at a device at any moment.

- The User agrees that he/she shall be responsible for taking the personal cybersecurity measures and for the use of the Service (Site), in particular:

- when clicking the links to other web sites (external addresses), placed by the other Users anywhere within the Service (Site);
- when downloading files (file archives) placed by the other Users which may evidently and implicitly contain a harmful object code;
- when performing other acts connected with the downloading or launching program codes or commands through a browser or the Application.

The User agrees that Service Provider shall not be responsible for the worsening of the physical or mental condition of the User and the persons who have had access to his/her Account for certain reasons, caused by the use of the Service in whole or its separate functionality, the communication with other Users, etc. The User agrees that it is he/she who is responsible for the consequences of the access of his children or third parties’ children to the Service through the User’s Account.

The User agrees to exempt Service Provider from any complaints or claims of third parties relating to or arising from the User’s breach of these Terms and Conditions, the current laws or the third parties’ rights and legal interest when using the Service.

The User shall not breach and shall not try to breach any provisions of these Terms and Conditions and shall not call the other Users to breach these Terms and Conditions or assist them in it. If Service Provider finds reasonably that the User has breached or tried to breach these Terms and Conditions, the User’s Account may be blocked on a temporary basis or for an indefinite period at the discretion of Service Provider.

Service Provider shall be entitled to notify authorised public bodies of the offences committed by the User both on its own initiative and by virtue of a legal and reasonable request of the public bodies or their authorised representatives.

For the non-fulfilment or improper fulfilment of their obligations under these Terms and Conditions, the Parties shall incur liability in accordance with the applicable laws unless otherwise provided for by these Terms and Conditions.

DISPUTES CONSIDERATION PROCEDURE

The User agrees that these Terms and Conditions and the relationship between the Parties shall be governed by the laws of Ukraine.

The Parties shall try to settle all the differences which may arise between the Parties during the performance of these Terms and Conditions by negotiations.

The User agrees that the e-mail correspondence with Service Provider at support@radarius.me shall be an effective and binding communication method for the purpose of settling disputes between the Parties.

Should the Parties fail to settle the dispute within 30 (thirty) calendar days, the dispute shall be referred to a competent court and considered in accordance with the laws governing these Terms and Conditions.

INTELLECTUAL PROPERTY RIGHTS

The Service, the Site, and the Application both taken separately and as a whole shall be a result of Service Provider's intellectual activities having the form of software.

All the service components including all the names, design, visual format, scripts, functionality elements, etc. used (placed) by Service Provider shall belong to Service Provider and shall be safeguarded by the intellectual property rights protection laws.

The User agrees that he/she shall not obtain any intellectual property rights in respect of its Account in connection with its artistic formatting or long use.

The use of any Service components for commercial purposes without a written permit of Service Provider shall be strictly prohibited.

The Users may place the content the title to which belongs to third parties within the Service provided such placement does not breach the rights of the relevant parties and the requirements of the applicable laws.

By placing the content legally owned by him/her within the Service, the User gives the other Users a non-exclusive right to use it within the Service Functionality only, namely by viewing, reproducing, copying for the purpose of a personal non-for-profit use thereof only unless such a use prejudices the rights and legal interests of the relevant title owners.

Service Provider shall not carry out a pre-moderation or censorship of the content placed by the Users and therefore it shall not be responsible for the breach of the rights and legal interests of the relevant title owners by such acts. At the same time, Service Provider shall consider applications of title owners and take measures in order to stop the breaches of their rights within the Service.

The User agrees that the content disseminated by him/her anywhere within the Service may be distributed as a result of bona fide and mala fide acts of the other Users (e.g. due to the so-called "reposts" and by a manual copying). In this case, the User's removal of the initially placed content (the so-called "post") will not necessarily result in the removal of the same content throughout the Service, and Service Provider shall not be obliged to ensure such a total removal.

If the User removes the content placed by him/her from the Service, Service Provider shall reserve the right to retain backup copies of the content for a certain time the duration of which shall depend on the technical peculiarities of the Service's operation.

CONFIDENTIALITY

By registering himself/herself in the Service, the User agrees to the collection, storage, use, and disclosure of his/her personal data in accordance with the applicable laws.

The confidentiality-related aspect of the relationship between the Parties shall be regulated by the Privacy Policy accessible at <http://radarius.me/privacy> and being an integral part of these Terms and Conditions.

FINAL PROVISIONS

These Terms and Conditions shall be valid till terminated by either Party.

The User shall be entitled to terminate these Terms and Conditions unilaterally at any time subject to the deactivation of his/her Account and cessation of the use of the Service.

Service Provider shall be entitled to terminate these Terms and Conditions unilaterally at any time subject to the relevant notice given to the User 10 calendar days before the termination.

These Terms and Conditions shall supersede any other arrangements between the Parties as well as all the prior versions of these Terms and Conditions.

Should any provision of these Terms and Conditions (a clause or a statement within a clause) be found void, unenforceable or legally invalid otherwise, it shall not affect any other provision hereof or these Terms and Conditions as a whole.

Service Provider shall be entitled to make amendments or additions to these Terms and Conditions unilaterally at any time without any special notice by placing a new version hereof on the Site. The new version of the Terms and Conditions shall come into force at the moment it is placed on the Site unless otherwise provided for by the new version of the Terms and Conditions. The User shall be notified of the amendments and additions to these Terms and Conditions by means of a special window and his/her consent to the new version of the Terms and Conditions shall be required for a further use of the Service. Service Provider calls the User to view these Terms and Conditions from time to time on the relevant page of the Site in order to make sure he/she is aware of the valid version of the Terms and Conditions. The full text of these Terms and Conditions can be freely accessed by the general public.

Should you have any questions concerning these Terms and Conditions please contact us at support@radarius.me.