

TERMS OF USE

These Terms of Use and any documents referred to herein, set out the terms and conditions on which you are permitted to use our website, radon-flip.com (our **website**) and the Application ("Flip") made available by the FLIP Service. When we refer to "**Flip**" in these Terms, we mean us, the website, the Application and/or the Services, according to the context. By using the Flip, you agree to be bound by, and to comply with these Terms of Use.

These Terms of Use are effective from 27th November, 2018.

Please read these Terms of Use carefully. We recommend that you print off a copy of these Terms of Use for your records, as well as any future versions of them, as we may update them from time to time. It is your responsibility to check updated version of these Terms and Conditions.

If for any reason whatsoever you do not agree to these Terms of Use or do not wish to be bound by them, you must not access or use Flip.

OUR DETAILS:

The FLIP Service (**we, our and us**) operates the website, the service and the application.

The FLIP Service is a limited liability company incorporated in Russia. Our registered address is Business-center Meridio, Varshavskoe highway 125 building 5, 4th floor, Moscow, Russia.

Our contact email address is info@radon-flip.com.

SERVICES:

Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis. You understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to any loss of profit, loss of goodwill, loss of business reputation, loss of data, cost of procurement of substitute goods or services, or other intangible loss, resulting from: (i) the services (ii) the results of the services (iii) the use or the inability to use the services; (iv) any changes which we may make to the services, or any permanent or temporary termination of the services; (v) or any other matter relating to the services.

YOU'RE RESPONSIBILITY FOR OTHERS WHO ACCESS USING YOUR DEVICE OR INTERNET CONNECTION:

You must ensure that any persons who access Flip on your computer(s) or device(s), or who are permitted or able to access Flip on your computer(s) or device(s), or who use your internet connection, are aware of these Terms of Use and all other documentation referred to in them, and that such persons also agree to be bound by and to comply with these Terms of Use. If for any reason whatsoever, such persons do not agree to these Terms of Use or do not wish to be bound by them, they must not access or use our Flip, and you must not permit them to do so.

OTHER DOCUMENTS GOVERNING YOUR USE OF FLIP:

In addition to these Terms of Use, your use of our service is also governed by the following documents:

- (a) Our privacy policy, which is available at radon-flip.com. Our privacy policy governs our use of your information. It sets out the types of information we collect, the reasons we collect it, how we use it, where we may pass it on to any third parties, in what circumstances and for what reasons, and any other relevant information relating to our use and/or processing of your information and your rights in relation to your information.

By accessing and using radon-flip.com, you agree to be bound by the terms and conditions contained in these Terms of Use, you acknowledge that we will process your information in accordance with our privacy policy.

If you do not agree to the terms set out in these Terms of Use, you must not use radon-flip.com.

AVAILABILITY OF FLIP:

We make no representations and provide no warranties that:

- (a) The radon-flip.com will be made available at any specific time or from any specific geographical location;
- (b) Your access to the service will be continuous or uninterrupted; or
- (c) The radon-flip.com will be accessible or optimised on all browsers, computers, tablets, phones, or viewing platforms.

We reserve the right to suspend access to all or part of the radon-flip.com for any reason, including for business or operational reasons, such as improving the appearance or functionality of the service, content updates, periodic maintenance, or to resolve any issues that we become aware of. Wherever we anticipate that we need to suspend access to the radon-flip.com for a considerable period of time, we will try to provide you with prior notice where reasonably practicable.

CHANGES WE MAY MAKE TO THESE TERMS OF USE AND OTHER DOCUMENTATION:

We reserve the right to update these Terms of Use, our privacy policy and any other documentation referred to in any of these documents from time to time. We may change our Terms of Use and other documentation for any reason, including:

- (a) To reflect any changes in the way we carry out our business;
- (b) To account for any changes we make to our service, including, without limitation, any new features or functionality we provide, any adjustments to the means by which we provide notices to you, or any changes in the content, purpose or availability of the Flip;
- (c) To accurately describe our current data-processing activities so that you are kept up to date with our latest practices;
- (d) To inform you of any changes in the way that we use cookies or similar information-gathering technologies; or
- (e) To ensure that our documentation complies and remains compliant with any and all current and future applicable laws, regulations and official guidance.

If required by law, we will provide you with notice of any changes in these Terms of Use or the other documentation referred to in them by posting a notice and/or by posting an updated version of these Terms of Use or other such documentation with a new effective date stated at the beginning of them.

By continuing to access Flip after we have updated our Terms of Use, you agree to be bound by those updated versions. You also acknowledge that by continuing to access Flip after we have updated our privacy policy and/or our cookies policy that the practices set out in those updated policies will apply to our handling of your information and our use of cookies and similar technologies.

YOU'RE ACCOUNT DETAILS:

If we provide you with account information such as a user name, identification number, account code, and/or password, you must keep such information confidential and secret and not disclose it to anyone. All account information is provided for use of the named account holder only, and not for any other person. You are responsible for any consequences of unauthorised access to your account due to any disclosure of your account information to any third party.

Where we provide you with the option to select your own login information, including a password, we recommend that you supply login information unique to your own use, and do not use information from other accounts you may hold with other websites or any easily discoverable information about you. You are responsible for any consequences of unauthorised access to your account due to any disclosure of your login information to any third party.

We reserve the right to withdraw access to your account without notice for any actual or suspected breach of these Terms of Use or any other documentation referred to in them, including, without limitation, where we suspect that there has been unauthorised access to your account, or any unauthorised disclosure of your login information.

If you know or suspect that the confidentiality of your login information has been compromised, for example, by the disclosure of such information to any third party, you must immediately change your password. If you are unable to change your password, you must immediately notify us by email, at info@radon-flip.com.

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MOBILE APPLICATION LICENSE:

USE LICENSE:

We grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Terms of Use. You shall not:

- a) Decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application;

- b) Violate any applicable laws, rules, or regulations in connection with your access or use of the application;
- c) Remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the application;
- d) Use the application for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the application;
- e) Use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the application.

APPLE DEVICES:

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Site:

- a) The license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilises the Apple iOS operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service;
- b) We are responsible for providing any maintenance and support services with respect to the mobile application as specified in the terms and conditions of this mobile application license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the mobile application;
- c) In the event of any failure of the mobile application to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the mobile application;
- d) You acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Terms of Use, and that each App Distributor will have the right to enforce the terms and conditions in this mobile application license contained in these Terms of Use against you as a third-party beneficiary thereof.

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You must use radon-flip.com for lawful purposes only and in accordance with these Terms of Use. You must not use:

- (a) for any purpose that is unlawful or that in any way breaches any applicable laws or regulations, whether local, national or international;
- (b) for any fraudulent purposes whatsoever;
- (c) to conduct any unsolicited or unauthorised advertising or direct or indirect marketing to anyone by any means, or to otherwise spam, communicate with or market to anyone any goods, services or business not authorised by us;
- (d) to upload, host or transmit any viruses, malware, adware, spyware, worms, Trojan horses, keystroke loggers, spyware, logic bombs, time bombs or any other harmful programs or code which could adversely affect the use or operation of the radon-flip.com, our hardware or systems, or the computers, tablets, phones or other devices of any users or other third parties, or to upload any content or materials containing any such content;
- (e) to communicate with, harm or attempt to harm children in any way; or
- (f) In any way or for any purpose that breaches these Terms of Use or the terms of any of the documents these Terms of Use refer to.

You must not submit any information about you to us if you are under the age of 16, or about any other person who is either:

- a) Under the age of 16; or
- b) If they are aged 16 or above, where you have not received their prior written consent to submit information about them to us.

You must not submit to us any information which is considered 'sensitive personal information'. 'Sensitive personal information' is information about you or any other person which reveals your or their racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership or which is genetic data, biometric data, information which concerns your or their health, sex life or sexual orientation.

USER GENERATED CONTENT:

You must not upload or submit any objectionable or abusive content to website radon-flip.com. Objectionable and abusive content includes, but is not limited to: spam, harassment, threats, bullying, adult content, drug advocacy, child pornography, violence, extremism, suicide encouragement and related topics. Such content will be removed and may result in deactivation of your account and removal from the website.

You must not harass, threaten, abuse or bully any users of the website radon-flip.com. Such actions will result in immediate deactivation of your account and removal from the website.

VIRUSES AND OTHER HARMFUL CONTENT:

We do not guarantee that radon-flip.com does not contain viruses or other malicious software. However, we do make reasonable efforts to prevent such viruses or bugs from being uploaded to radon-flip.com.

We shall not be responsible for any bugs or viruses, or any software that might be transferred to your computer or phone, or any consequences which the presence or operation of such programs may have.

You must ensure that you have in place up-to-date and effective anti-virus protection on your computer or other device.

You must not upload or otherwise introduce any viruses, malware, spyware, adware, Trojan horses, worms, logic bombs, time bombs, keystroke loggers or any other programs or code that is harmful or malicious.

You must not use any third parties, software, or technology to attempt to gain unauthorised access to our website, our application, servers, systems, hardware, software, or data.

You must not attempt to perform any denial of service type attack.

LINKS TO THIRD PARTIES:

Links to third parties content may appear from time to time. We are not responsible for the content, accessible via any link(s). All content of the third party is outside of our control, and we do not represent or warrant that such content is related to us, suitable or appropriate for use or viewing, lawful or accurate.

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We do not exclude our liability to you where it would be unlawful to do so, for example, for death or personal injury caused by our negligence. If applicable law does not allow all or any part of the below limitations of liability to apply to you, the limitations will apply to you only to the maximum extent permitted by applicable law.

SUBJECT TO THE AFORESAID, IN NO EVENT SHALL WE (INCLUDING OUR PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS) UNDER ANY CIRCUMSTANCES WHATSOEVER BE LIABLE TO YOU FOR ANY LOSS, DAMAGE (WHETHER DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) COSTS, EXPENSES, LIABILITIES OR PENALTIES, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, WHETHER FORESEEABLE OR UNKNOWN, ARISING FROM, IN CONNECTION WITH OR RELATING TO:

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- (c) ANY INABILITY TO ACCESS FLIP, INCLUDING, WITHOUT LIMITATION, ANY INTERRUPTIONS, SUSPENSION OR WITHDRAWAL OF FLIP (FOR ANY REASON WHATSOEVER);
- (d) ANY USE YOU MAKE OF ANY CONTENT OR MATERIALS ON FLIP, INCLUDING ANY RELIANCE YOU MAKE ON SUCH CONTENT OR MATERIAL;
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- (f) ANY LOSS OF REPUTATION OR GOODWILL;
- (g) ANY LOSS OF SAVINGS;
- (h) ANY LOSS OF A CHANCE OR OPPORTUNITY; OR
- (i) ANY OTHER SECONDARY, CONSEQUENTIAL OR INDIRECT LOSSES,

AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, WITHOUT LIMITATION, YOU ASSUME AND SHALL BE LIABLE FOR THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS, DAMAGE, COSTS, EXPENSES, LIABILITIES OR PENALTIES ARISING.

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- (a) you're uploads, access to or use of the radon-flip.com;
- (b) your breach or alleged breach of these Terms of Use;
- (c) your violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- (d) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
- (e) Any misrepresentation made by you.

You will cooperate as fully required by us in the defence of any claim. We reserve the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you will not, in any event, settle any claim without our prior written consent.

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FLIP IS PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO:

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IF YOU ARE UNDER THE AGE OF 16, YOU MUST NOT USE FLIP, PURCHASE, OR ATTEMPT TO PURCHASE ANY OF OUR PRODUCTS OR SERVICES, OR SUBMIT ANY INFORMATION ABOUT YOU OR ANYONE ELSE TO US.

We do not knowingly or intentionally process information about any individual under the age of 16.

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If you are using the Service on behalf of a legal entity, you represent that you are authorised to enter into an agreement on behalf of that legal entity. These Terms of Use constitute the entire agreement between you and radon-flip.com and governs your use of the Service, superseding any prior agreements between you and radon-flip.com.

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These Terms of Use, any documents they refer to, and any disputes arising from or in relation to them or any documents they refer to, whether contractual or non-contractual, shall be governed by and construed in accordance with the Laws of the Russia.

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CONTACT INFORMATION:

If you have any questions regarding these terms and conditions of this website, please contact us by any of the following means;

Web: radon-flip.com

Email: info@radon-flip.com

Post: Business-center Meridio, Varshavskoe highway 125 building 5, 4th floor, Moscow, Russia.

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