

USER AGREEMENT

1. DEFINITIONS

In this Agreement, the following terms are defined as:

- **"Company," "We," "Our," "Us," "Ours"** or other similar terms (depending on context) refers to Pavel Fedorov, the owner or manager of the Application.
- **"App Content"** refers to all objects posted by the Company and/or third parties (with the Company's permission) in the App, including design elements, text, graphics, illustrations, virtual objects, videos, programs, music, sounds, information, notifications, and other similar objects, their collections, or combinations.
- **"Updates"** means a software patch or software package for the App periodically released by the Company, offered for free download to Users who already use the App, aimed at fixing non-functional features, bug fixes, or implementing small software components for enhanced security and compatibility with devices.
- **"Platform"** means the cloud platform on which the Company has placed the App for subsequent downloading by the User. The App is available for download from the App Store.
- **"App Software"** refers to the software developed by the Company (and/or third parties on the Company's behalf) for the App, including but not limited to all software, scripts, codes (HTML codes), programs, etc.
- **"User," "You," "Your," "Yours"** or other similar terms (depending on context) refers to the individual who (1) uses the App and has accessed the Services, and (2) agrees to abide by the rules for using the App as outlined in this Agreement by using the App.
- **"App"** refers to the "Sleepkin!" application that the User can download through the Platform to their smartphone or other device.
- **"Services"** means the combined Content and Software of the App.
- **"In-app purchase"** refers to the purchase by the User of additional features and/or functionality for the App and/or virtual goods/services within the App. The

User can purchase access to a catalog for a specific period.

2. ACCEPTANCE OF THE AGREEMENT

General Provisions

2.1. This User Agreement (hereinafter "Agreement") sets the rules and procedures for using the Application, the rights and obligations of the Users, and regulates their behavior when accessing the Application and Services.

2.2. The User accepts the terms of this Agreement by continuing to use the Application.

2.3. This Agreement is binding for both parties (the Company and the User). The User may transfer their rights under this Agreement only after obtaining prior written consent from the Company.

2.4. If you are the legal representative (parent, guardian) of a minor User, you automatically agree on behalf of yourself and the minor to the terms of this Agreement.

Notice for Users

2.5. The User acknowledges that their agreement with the mobile network provider (the "Provider") applies to their use of this Application. The User also acknowledges that the Provider may charge for data transmission services when using certain features of the Application and any other fees related to such transmission.

2.6. The User is solely responsible for verifying and ensuring the compatibility of the Application with their device's technical specifications and any other applicable limitations imposed by third parties, including the Internet provider.

3. APPLICATION USERS

General Criteria and Age

3.1. To use the Application, Users must meet the following criteria:

(1) Be at least 18 years old; and

(2) Not be restricted from accessing the Application and Services due to a court decision or other applicable laws or conditions in this Agreement.

4. INTELLECTUAL PROPERTY

User License

4.1. The User is granted a non-exclusive, non-transferable, non-sublicensable license for **personal (non-commercial)** use of the Services (hereinafter "User License"). The User agrees not to use the Services for any other purpose. The User receives this User License **only** on the condition of complying with **ALL** terms of this Agreement.

4.2. The User License automatically terminates upon removal of the App from the User's smartphone or other device. Nothing in this Agreement should be interpreted as granting the User any other license to use the intellectual property owned by the Company, apart from the one provided above.

Company's Intellectual Property

4.3. The Company owns or has licenses for all proprietary rights, including intellectual property rights, for all the App's Content and App Software. Both the App Software and Content are protected by copyright as per Russian civil law, international treaties, and conventions on intellectual property protection.

4.4. **Users are prohibited** from copying, reproducing, modifying, compiling, distributing, displaying, publishing, downloading, transferring, selling (in whole or in part), transferring sublicenses, or otherwise distributing or using the App's Content and Software, unless such actions are **explicitly permitted** by this Agreement or Russian law.

4.5. Nothing in this Agreement should be interpreted as transferring to the User any exclusive rights to the App Content (in whole or in part) and/or App Software.

4.6. The Company owns all rights to trademarks, business names, brands, logos, and registered trademarks under its name. These trademarks are protected by applicable law, and nothing in this Agreement should be interpreted as granting any license to the User to use such trademarks.

5. WORKING WITH THE APPLICATION

General Provisions

5.1. The User agrees to comply with the following rules when using the Application:

(1) Fulfill all obligations assumed by the User in relation to this Agreement;

- (2) Not to engage in any actions (automated or manual) aimed at collecting personal data from other Users;
- (3) Not to perform or assist third parties in performing actions that could disrupt the operation of the Application and/or Services, including but not limited to:
 - (a) Uploading viruses or malicious code;
 - (b) Performing actions that may cause the Application and/or Services to stop working, disrupt its normal operation, or degrade its appearance and/or Content.
- (4) Not to engage in any illegal, fraudulent, discriminatory, or misleading activities.

Feedback on the Application

5.2. Every User has the right (but is not obligated) to leave or send ideas, reviews, suggestions, or projects aimed at improving the App's operation or the quality of the provided Services. Such feedback can be submitted by the User in the following ways:

- (1) Visit the App's page in the app store (App Store) and click on "Leave a Review";
or
- (2) Send feedback by email to **support@sleepkin.ru**.

5.3. By submitting any idea, feedback, suggestion, or project, the User grants the Company a non-exclusive, royalty-free, worldwide license with the right to transfer and sublicense the content for storage, use, distribution, modification, launching, copying, public performance or display, translation, and creating derivative works based on such feedback.

5.4. Any information provided to the Company is automatically considered non-confidential.

6. PAYMENT THROUGH THE APP

6.1. The Application does not provide the option to purchase any goods/services through it, except for those described in Section 7 of this Agreement.

7. MAKING IN-APP PURCHASES

General Provisions

7.1. The User may occasionally be offered certain In-app purchases, which are the User's exclusive right but not obligation. These purchases (1) cannot be used outside the App, (2) cannot be exchanged for real goods/services, and (3) cannot

be exchanged for other In-app purchases unless specified by the App's functionality.

7.2. The purchase of an In-app item grants the User a non-transferable, non-sublicensable license for personal use within the App.

7.3. The Company does not monitor In-app purchases. If an item is not working or did not download fully, the User may notify the Company for compensation.

7.4. If the User is under 18, the Company assumes that the necessary permissions from the User's legal representatives (parents or guardians) have been obtained.

7.5. Any payment-related inquiries should be directed to the Platform through which the purchase was made.

7.6. The User loses the right to cancel payment for an In-app purchase once it has been downloaded to their smartphone and/or any other device.

Payment Process

7.7. Payment for In-app purchases is made using real currency through the Platform.

7.8. All transactions are subject to the Platform's User Agreement and licensing terms. The User is notified that billing and transactions are handled exclusively by the Platform, and the Company has no access to the User's transaction details. For more information, the User should review the Platform's terms: [Apple's Terms](#).

Subscription Rules

7.9. Subscriptions in the App can be weekly, monthly, quarterly, or annual.

7.10. Subscriptions **automatically renew** until the User opts out.

7.11. The first 7 days of the subscription are free. After this period, access to content is available only with payment.

7.12. If the subscription payment is overdue, the User's access is blocked until full payment is made.

7.13. The User can subscribe at any time by opening any book in the App and clicking "Download" to see the full subscription terms.

7.14. If the User cancels the subscription during the free trial, access to content will be immediately lost. For paid subscriptions, the User cannot request a refund but may continue using the content until the subscription period ends.

7.15. The User can cancel the subscription at any time through their iTunes account settings.

8. ACCESS TO THE APPLICATION

General Provisions

8.1. The Company reserves the right to modify or change the App's Content at any time without giving any reason, at its own discretion, and without prior notice to the User. The Company also reserves the right to modify, suspend, or discontinue part or all of the App at any time without additional notice. The Company is not responsible for any changes, modifications, deletions, cancellations, disruptions, or interruptions to the App's operation.

8.2. The Company does not guarantee that the App and Services will be available to the User at all times. The Company may face issues with hardware, software, or other technical difficulties, which could cause delays or disruptions in the App's operation. The Company reserves the right to modify, review, update, suspend, discontinue, or change the App at any time without prior notice. The User agrees that the Company is not responsible for any loss, damage, or inconvenience caused by the inability to access or use the App during downtime or discontinuation. Nothing in this Agreement obligates the Company to maintain uninterrupted or error-free operation of the App.

Providing Updates

8.3. The Company may periodically provide Updates and require installation on the User's smartphone or other device. The User is solely responsible for installing Updates and is fully responsible for any losses, damages, or missed opportunities resulting from failure to install Updates or compatibility issues with their device. The Company does not provide technical support or internet connection for accessing Services or Updates.

Account Deletion

8.4. The User may stop using the App at any time by deleting it from their smartphone or other device.

8.5. When deleting the User's account or the App from their device, all data and information associated with the User's account will be permanently deleted. The Company is not responsible for the deletion of such data and any damages, losses, or missed benefits caused by the deletion or lack of access to Services.

Additionally, the User is not entitled to any refund for previously paid subscriptions.

Consequences of Account Deletion for In-app Purchases

8.6. Regardless of who initiated the deletion of the User's personal account, the Company is not obligated to refund or compensate the User for any In-app purchases made prior. The User acknowledges that they cannot claim any compensation or refund for unused In-app purchases.

9. ASK A QUESTION

9.1. If you have any questions regarding the terms of this Agreement or the procedure for their enforcement, you can direct your question to us by sending an email to **support@sleepkin.ru**.

9.2. The Company's employees and representatives will make every effort to respond to your inquiry within a reasonable period of time.

10. LIABILITY

10.1. UNDER NO CIRCUMSTANCES SHALL THE COMPANY OR ITS REPRESENTATIVES BE LIABLE TO THE USER OR ANY THIRD PARTIES FOR:

(1) ANY INDIRECT, INCIDENTAL, UNINTENTIONAL DAMAGES, INCLUDING LOSS OF PROFITS OR DATA, DAMAGE TO HONOR, DIGNITY, OR BUSINESS REPUTATION, CAUSED BY THE USE OF THE SITE, SERVICES, OR OTHER MATERIALS;

(2) ACTIONS OF OTHER USERS, USER CONTENT POSTED BY USERS, GOODS/SERVICES PROVIDED BY THIRD PARTIES;

(3) IN CASES DIRECTLY PROVIDED BY THIS AGREEMENT OR APPLICABLE LEGISLATION.

10.2. The Company's liability for anything related to the use of the App and/or Services is limited to the maximum extent permitted by applicable law.

11. DISPUTE RESOLUTION

11.1. In case of disputes or disagreements regarding the enforcement of this Agreement, the User and the Company will make every effort to resolve them through negotiations. If negotiations fail, disputes will be resolved in accordance with the laws of the Russian Federation.

12. FINAL PROVISIONS

12.1. We may periodically revise, supplement, or change the terms of this Agreement. Such changes are usually not retrospective. The Company is not obliged to notify Users about any upcoming or past changes to this Agreement. By agreeing to the terms, the User undertakes to periodically review this Agreement for any changes. If the User continues using the App after changes, it means they accept the new terms.

12.2. Unless otherwise stated, the material law of the Russian Federation applies to this Agreement.

12.3. The Privacy Policy is an integral part of this Agreement.

12.4. If any provision of this Agreement becomes invalid or is deemed unenforceable under applicable law, the remaining provisions will remain valid and enforceable.

12.5. The access to the App and its Services is provided "as is." We do not promise or guarantee that the App and Services will meet your needs, goals, or expectations, and we do not guarantee any specific result or consequence from the use of the App and its Services.