

## Terms of Use

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### Welcome to *yoUr app!*

Please read the following Terms of Use ("Agreement") carefully. Your use of Our Products means you have accepted this Agreement.

"*Rolodex*" or "we" means *Rolodex* LLC, with its registered office in Tbilisi, Georgia, identification code: 404 539 022, registered address: Betlemi street #13, Tbilisi, Georgia.

"You" refers to the users of Our Products.

The [Privacy Policy](#), and other rules and conditions that we have provided on our website and/or during the installation of *yoUr app* are also part of this Agreement. Please read them carefully and if you do not agree to any provision below, immediately stop using *yoUr app*. Your continued use of Our Products shall be considered as the acceptance of the Terms of Use and your agreement to be bound by its terms and conditions.

### Our Products

For the purpose of this Terms of Use, "Our Products" refer to "*yoUr app*" and related services.

"*yoUr app*" refers to software application, which is an innovative contacts directory or simply phonebook and networking tool

Please note that we only provide the software and service as tools. When using Our Products, you should respect rights of others such as intellectual property rights, personal information and privacy rights, etc., and make sure that you are authorized to copy, amend, upload and publish the information. **If you upload or publish the information without permission, you may infringe rights of others and be legally liable for it.**

### License

*Rolodex* does not claim ownership of the information that you submit through Our Products. You must have the necessary rights to such information that you submit for your account or through Our Products.

We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with Our Products. You may not use our copyrights, trademarks, domains, logos, trade dress, patents, or other intellectual property rights unless you have our express permission.

We grant you a personal, worldwide, revocable, non-transferable and non-exclusive license to use our products. Unless otherwise expressly agreed in writing, you are permitted to install, use, display or run *yoUr app* on your smart mobile end-device, including but not limited to tablet, smart phone and PC as well as other computer system ("end-device") for personal, non-commercial purposes.

### **Paid Service**

You may need to pay for some services of Our Products. You will acquire relevant services with the fees duly paid in full. For paid service, we will obtain your consent before collection of payment.

*Rolodex* can make changes about payment standard and method according to the practical needs. Some free services may become paid services in the future. If the fee is not paid on time and in full, you will no longer be able to use the service when we start to charge the fees. The price of our products may change from time to time. These changes will be notified via *yoUr app* or published on our website.

### **Privacy and Personal Information**

We respect the privacy and personal information of each user and will protect your privacy and personal information in accordance with applicable law. Please be sure to read carefully our Privacy Policy, which specifies the way we collect and use your personal information.

You understand and undertake that you will fully respect privacy and confidential information on others that you receive or have access to when using *yoUr app* and you will fully respect privacy of others in the information you upload as well. You will never collect, duplicate, store, disseminate, spread or misuse private information without permission. If you obtain, use, sell or spread personal information or infringe privacy of any person in any other way (including but not limited to harassment), you are in material breach of this Agreement. **In such case, we will be entitled to restrict or terminate your use of *yoUr app* at any time and/or unilaterally terminate this Agreement and demand you to bear legal liabilities.**

**Special reminder: As your e-mail address and your mobile phone number are used for identification purposes when using *yoUr app*, if any of these details change, please timely revise and amend the relevant content of your profile on *yoUr app*, so that others may not use them for identification purposes without your permission.**

### **Disclaimers**

We will use reasonable skill and care in providing Our Products to you and keeping it safe and secure, but we do not guarantee that Our Products will always function without disruptions, delays or imperfections as we are not able to foresee at all times all legal and technological risks including but not limited to service interruption, data loss and other damages and risks due to force majeure, viruses, Trojans, hacker attack, unstable system, defective

services provided by third parties and government actions. **You hereby acknowledge and confirm that you use Our Products at your own risk and subject to the following disclaimers, except as otherwise provided by law. We are providing Our Products on an “As Is” basis without any express or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement and freedom from computer virus or other harmful code. We do not control and are not responsible for controlling how or when our users use Our Products. We are not responsible for and are not obliged to control the actions or information of our users or other third parties. You release us, our subsidiaries, affiliates, and our and their directors, officers, employees, partners and agents from any claim, complaint, cause of action, or controversy and damages, relating to, arising out of, or in any way connected with any such claim you have against any third party.**

### **Limitation of Liability**

Please only use App Store to download *yoUr app*. We are unable to guarantee the safety of Our Products if you download and install *yoUr app* from any other platform. In addition, we will not be liable for any loss incurred to you or any third party due to your use of unauthorized software, service or account.

You are required to use Our Products in a proper way. For the detailed functions and operations, please see the content of "Help" in the products. You may also contact us directly to obtain necessary help: [support@urapp.io](mailto:support@urapp.io). You will be solely liable for any losses due to improper setting or improper operation of Our Products.

**You fully understand that Our Products will involve Internet services and may encounter various risks related to such services. We will use our best efforts to conduct timely repair, however, we are not liable for any damage or loss incurred because of third party acts or omissions. Such risks include but are not limited to the service interruption and disruption because of any of the following reasons:**

- a) damage due to computer virus, Trojan or other malicious program or hacker attack;
- b) force majeure;
- c) use of any illegal, unauthorized, pirate or expired service; or
- d) any other reason beyond *Rolodex's* control.

**We will not provide warranty of any kind for any unpredictable or uncontrollable technical defect in the product, service stability and any losses or damages thereby caused, unless otherwise required by law or regulation.**

Our aggregate liability relating to, arising out of, or in any way connected to our Terms, Us, or Our Products shall be limited only to losses that are a reasonably foreseeable consequence of such breach and will not exceed the amount you have paid us in the past twelve months.

### **Push notifications**

You agree that you may receive push notifications from *yoUr app* informing you about updates of Our Products or providing any other important information for using *yoUr app*.

### **Code of Conduct for Users**

You undertake that you will abide by local laws and regulations, this Terms of Use and Privacy Policy when using Our Products.

You must access and use *yoUr app* only for legal and authorized purposes. You will not use (or assist others in using) *yoUr app* in ways that: (a) violate, misappropriate, or infringe the rights of *Rolodex*, our users, or others, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or instigate or encourage conduct that would be illegal or otherwise inappropriate, including promoting violent crimes; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications, such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) involve any non-personal use of *yoUr app* unless otherwise authorized by us.

You must not (or assist others to) directly, indirectly, through automated or other means access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit Our Products in impermissible or unauthorized manners, or in ways that burden, impair, or harm us, Our Products, systems, our users, or others, including that you must not directly or through automated means: (a) reverse engineer, alter, modify, create derivative works from, decompile, or extract code from Our Products; (b) send, store, or transmit viruses or other harmful computer code through or onto Our Products; (c) gain or attempt to gain unauthorized access to our Products or systems; (d) interfere with or disrupt the safety, security, or performance of Our Products; (e) create accounts for Our Products through unauthorized or automated means; (f) collect the information of or about our users in any impermissible or unauthorized manner; (g) sell, resell, rent, or charge for Our Products in an unauthorized manner; (h) distribute or make Our Products available over a network where they could be used by multiple devices at the same time, except as authorized through tools we have expressly provided via Our Products; or (i) create software or APIs that function substantially the same as Our Products and offer them for use by third parties in an unauthorized manner; (j) in any manner infringe the copyright, trademark or any other intellectual property right related to Our Products;

**If you conduct any of the foregoing acts, you should be fully and solely liable for any damage or loss that is incurred to *Rolodex* or any third party.**

## **Indemnification**

If anyone brings a claim against us related to your actions, information, or content on *yoUr app*, you will, to the extent permitted by law, indemnify and hold *Rolodex* harmless from and against all liabilities, damages, losses, and expenses of any kind (including reasonable legal fees and costs) relating to, arising out of, or in any way in connection with any of the following: (a) your access to or use of Our Products, including information provided in connection therewith; (b) your breach of our Terms or of applicable law; or (c) any misrepresentation made by you. You will cooperate as fully as required by us in the defense or settlement of any third party claim.

## **Intellectual Property Rights**

You acknowledge and agree that *Rolodex* possesses any and all lawful rights and interests to Our Products, including any intellectual property rights involved in the software and service.

Any information in Our Products including but not limited to text, software, audios and videos, photos, diagrams etc. are all protected under copyright, trademark or other relevant laws and regulations. You are allowed to use these contents only when you have our authorization; no unauthorized reproduction, publication, modification or compilation of these contents or creation of relevant derivative works are permitted.

Unless you have otherwise reached written agreement with *Rolodex*, this Agreement does not authorize you to use name, logo, trademark, service mark, domain name or any other sign with distinctive brand feature related to *Rolodex* or other proprietary information related to Our Products.

## **Use by minor**

Our Products are also designed for the use of a minor as the app is free from ads and possess no harmful information other than information provided by you and your contacts.

## **Effectiveness**

By using Our Products, you express your consent to and acceptance of this Agreement, i.e. this Agreement will be legally binding for you. If you do not agree with this Agreement, please stop using Our Products immediately.

## **Amendments and update**

We may amend or update these Terms. Unless otherwise required by law, we will provide you at least 30 days' notice of amendments to our Terms, which will give you the opportunity to review the revised Terms before continuing to use Our Products. Changes to these Terms shall become effective no sooner than 30 days after we

provide notice of planned changes. Please note that we may not be able to provide such notice for changes to these Terms that are required to address technical evolutions of Our Products or for changes made for legal reasons, both of which will become effective immediately. Your continued use of Our Products following the notice period of planned changes confirms your acceptance of our Terms, as amended. We hope you will continue using *yoUr app*, but if you do not agree to our Terms, as amended, you must stop using Our Products.

Our Products may be updated from time to time. You may at your own discretion decide whether to accept the updates or not. We do not guarantee providing you with latest updated services if you do not accept the updates, and you shall be solely responsible for any loss that may be incurred.

You agree that we may, without prior notice, suspend or terminate the services if:

- 1) the personal information you provide is inaccurate, fake or illegal/valid;
- 2) you are in breach of this Agreement;
- 3) you fail to make sufficient payment to *Rolodex* (if applicable);
- 4) we are obliged to do so subject to law or mandatory requests from any competent authority.

### **Severability and Assignment**

If any provision of this Terms of Use is held to be illegal or unenforceable by any court or arbitral institution, other provisions shall survive and their validity and enforceability shall not be affected.

All of our rights and obligations under these Terms are freely assignable by us to any of our affiliates or third parties in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise, and we may transfer your information to any of our affiliates, successor entities, or new owner. In the event of such an assignment, these Terms will continue to govern your relationship with such third party.

You will not transfer any of your rights or obligations under these Terms to anyone else without our prior written consent

### **Governing Law and Jurisdiction**

**This agreement and your use of Our Products is regulated and governed by the Laws of Georgia and you consent to the jurisdiction of the common courts of Georgia. The parties agree that the relevant dispute should be first resolved through negotiation, failing which, it is to be submitted to the Tbilisi City Court or to any arbitration tribunal mutually agreed by the parties.**

If you have any complaints and/or comments regarding Our Products or this Terms of Use, you may contact us at: [support@urapp.io](mailto:support@urapp.io) and we will use our best efforts to provide you with timely and necessary assistance.