

USER AGREEMENT

Moscow

" 29 " September 2025

This document regulates relations between the User and the **Limited Liability Company "Zubareva IT"** (TIN: 9707033487, OGRN: 1247700509385, address: 127055, Moscow, Lesnaya ul., 61 p. 2). 1c, hereinafter referred to as the Contractor), represented by General Director Natalia Zubareva, who provides access to the Mobile Application "Dr. Zubareva".

1. TERMS AND DEFINITIONS

1.1. **Mobile application** (app) – mobile application of the Operator for devices running iOS or Android operating systems, including, but not limited to, the application called: Dr. Zubareva.

1.2. **Acceptance** – the User's full and unconditional acceptance of the terms of the User Agreement. Consent to the terms of the User Agreement can be expressed by the User through performing any of the following actions:

- placing a symbol in the checkbox (in the input field) in the Application next to the text like: "I accept the terms of the User Agreement" or similar, provided that the User is given the opportunity to read the full text of this Agreement.
- actual user usage of the mobile app functionality.

1.3. **Access** – the User's right to view, get acquainted with, create and otherwise use the functions of the Mobile Application.

1.4. Making decisions based on all information provided by the Contractor is the exclusive competence of the User. The User assumes full responsibility and risks associated with the use of information and materials provided by the Contractor as part of the provision of services.

1.5. The User's acceptance means the User's full and unconditional consent to the terms of the User Agreement and confirmation by the User that its terms are accepted without any reservations, restrictions and fully comply with his will, needs and requirements.

1.6. By accepting, the User confirms that the Contractor provides services remotely using the software and fully complies with the ability to use the services provided in this way.

1.7. If there is no interpretation of the term in the text of the Agreement, you should be guided by the interpretation of the term defined: first of all-by the legislation of the Russian Federation, and second of all-by the established (generally used) Internet usage.

1.8 The use of the Mobile App is permitted only under the terms of this Agreement. If the User does not fully accept the terms of the Agreement, they may not use the Mobile App for any other purpose. Any use of the Mobile Application in violation or non-compliance with at least one of the provisions of this Agreement is prohibited.

2. ACCEPTANCE OF THE USER AGREEMENT

2.1. The moment of full and unconditional acceptance by the User of the terms of this User Agreement is considered to be the performance of any of the following actions:

- placing a symbol in the checkbox (in the input field) in the Application next to the text like: "I accept the terms of the User Agreement" or similar, provided that the User is given the opportunity to read the full text of this Agreement.

actual user usage of the mobile app functionality.

2.2. By performing Acceptance actions, the User confirms their legal capacity, reaching the age of 18, as well as the legal right, not specified above, to enter into a contractual relationship with the Contractor.

3. GENERAL PROVISIONS

3.1. The Contractor undertakes to provide access to the Mobile Application. The procedure for providing services by the Contractor is defined in the Mobile Application.

3.2. The service specified in Clause 3.1 of this Agreement is considered provided (executed) from the moment the User is granted actual access to the functionality of the Mobile Application. From this point on, the Contractor has fulfilled its obligations with proper quality and in full.

4. TERMS AND PROCEDURE FOR GRANTING ACCESS TO MOBILE APP CONTENT

4.1. The Contractor has the right to change the terms of the service provision tariff (including the functionality of the Mobile Application) at any time. The Contractor undertakes to notify Users about changes by publishing the relevant information in the Mobile Application.

4.2. The Contractor reserves the right to stop providing the User with access to the materials of the Mobile Application in the event of an open violation by the User of the rules for using the Mobile Application.

4.3. The Contractor has the right to block the User's access to the Mobile Application without giving reasons.

4.4. The Contractor does not provide medical services and / or medical assistance within the meaning of Federal Law No. 323-FZ of 21.11.2011 "On the Fundamentals of Public Health Protection in the Russian Federation", including (but not limited to): medical intervention, prevention, diagnosis, treatment, procedures, and therapy. These services do not replace or complement professional medical services.

4.5. If the Services contain recommendations on the choice of food, beverages, food additives and the composition of the diet, the Contractor in no way assumes responsibility for the quality of food, beverages and food additives and their shelf life (hereinafter referred to as Food), on the impact of individual components and ingredients of food products on the body of the Customer or third parties. The customer is obliged to get acquainted with all information about the Food Product from the manufacturer of the Food Product set out on the label, packaging, including (but not limited to): content of nutrients, food additives, preservatives, colorants, and food allergens. All responsibility for Food products is borne by their manufacturer.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES, GUARANTEES

5.1. The Contractor:

5.1.1. The Mobile app and related services are provided on an "as is" basis. The Contractor does not guarantee that the service will meet the User's requirements and subjective perceptions, and will work smoothly and error-free. The Contractor is not responsible for temporary interruptions, interruptions, or any other failures in the operation of the Mobile Application, including those caused by technical work or circumstances beyond the Contractor's control (force majeure, actions of third parties, technical failures, etc.).

5.1.2. Undertakes to ensure the correct functioning of the Mobile Application in accordance with its technical characteristics, with the exception of cases caused by User actions, software or hardware that is not related to the Mobile Application, as well as technical failures that do not depend on the Contractor.

5.1.2.1. The Contractor is not responsible for any direct or indirect losses, expenses or damages incurred by the User as a result of using or not being able to use the Mobile Application. This includes, but is not limited to, failures, errors, interruptions in operation, delays in data transmission, deletion or loss of information, as well as changes to functions or defects that occur for reasons beyond the control of the Contractor.

5.1.2.2. The Contractor reserves the right to temporarily suspend the operation of the Mobile Application for maintenance, updates or troubleshooting, notifying Users in advance if possible.

5.1.2.3. The Contractor is not responsible for the actions of minors if they use the service without their parents' consent.

5.2. The User undertakes to:

5.2.1. Comply with the terms of use of the Mobile App established by the Contractor. Do not use the Mobile App for purposes that contradict the legislation of the Russian Federation.

5.2.2. The User guarantees that he is legally capable and has reached the age required in accordance with the legislation of the Russian Federation to complete the transaction provided for in this User Agreement.

5.2.3. The User guarantees the accuracy of personal information and assumes full responsibility for its accuracy, completeness and accuracy. The User assumes all possible risks associated with his actions made with errors or inaccuracies in the personal information provided.

5.2.4. The User confirms that he has fully read and unconditionally agreed to the Agreement, as well as the fact that he understands the provisions of the Agreement and the documents referred to in the Agreement.

5.2.5. The User agrees to receive advertising and informational messages. The User has the right to refuse to receive advertising messages by sending a signed application to the Contractor's email address.

5.2.6. When using the functions of the Mobile Application, the User undertakes to comply with the legislation of the Russian Federation, as well as the rights of third parties (including, but not limited to: copyright, trademark rights, means of individualization and/or rights to other intellectual property objects belonging to third parties).

5.2.7. The User undertakes to use the results created using the Mobile Application functionality exclusively for personal and independent use, without the right to copy, distribute, publish, reproduce, broadcast, transfer to third parties, create derivative products, freely sell or sell to third parties. Any use of the results that goes beyond personal use is allowed only with the prior written consent of the Contractor. To obtain consent for the use of the generated images, the User can contact: info@zubarevaapp.ru.

5.2.8. The User undertakes not to transfer to third parties and to ensure the confidentiality of data for accessing the Mobile Application, including identifiers, passwords or other means of authorization. The User is responsible for all actions performed with the use of his data for access, and undertakes to immediately notify the Contractor of any unauthorized use or loss of authorization data.

6. COST OF SERVICES AND PAYMENT PROCEDURE

6.1. The cost of the Contractor's services is indicated in the Mobile Application.

7. PERSONAL DATA

7.1. The User gives his consent to the Contractor to process his personal data provided during registration.

7.2. Processing of personal data means recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer to third parties (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data that does not fall under special categories, which are subject to processing in accordance with the current legislation of the Russian Federation. Russian Federation, the User's written consent is required.

7.3. Personal data is processed for the purpose of fulfilling the Contractor's obligations under this Agreement. In addition, the processing of personal data is carried out to improve the Contractor's services based on the analysis of the specified information, as well as to detect, prevent, mitigate the consequences and investigate fraudulent or illegal actions in relation to the Mobile Application and the information published in it, as an object of the Contractor's intellectual rights.

7.4. The Contractor processes the User's personal data using databases located on the territory of the Russian Federation.

7.5. The User may revoke consent to the processing of personal data at any time by sending a corresponding notification to the Contractor at the following address: info@zubarevaapp.ru.

8. TERM OF THE AGREEMENT

8.1. The Agreement comes into force from the moment the User expresses consent to its terms in accordance with the procedure provided for in clause 2.1 of the Agreement.

9. EXCLUSIVE RIGHTS AND TERMS OF USE OF THE MOBILE APP

9.1. All rights to the Mobile Application, including the software, design and its individual elements, as well as the artificial intelligence technology used in it, belong to the Contractor and are not subject to alienation to the User.

9.1.1. The right to use generated materials:

All materials generated by the User using the Mobile Application (Generated materials) are recognized as the results of creative activities carried out using automation tools (artificial intelligence, neural networks). Subject to this Agreement, the rights to the Generated Materials belong to the User.

The User is fully responsible for the use of the Generated Materials and undertakes to respect the rights of third parties, as well as to prevent violations of copyright, related rights, patent rights, trademark rights and other exclusive rights.

9.2. License to use the Generated Materials by the Contractor:

9.2.1. The User grants the Contractor consent to the gratuitous use of images transformed with the help of artificial intelligence, created using the Mobile Application based on the User's data, as well as his reviews, name, nickname or other identifiers, on the basis of a gratuitous and irrevocable non-exclusive license by any legal means on the territory of the whole world for the duration of the exclusive rights with the right to sublicense to third parties. The Contractor has the right to use the specified data, including, but not limited to: for publication in social networks, on websites, in applications and on other resources, as

well as for commercial purposes, including advertising, promotion and demonstration of the service's capabilities.

9.3. Terms of use for the Mobile App:

9.3.1. The User undertakes not to use the Mobile Application to download, reproduce, distribute or otherwise use content that violates the copyright or other exclusive rights of third parties, as well as not to take actions that may lead to a violation of the legislation of the Russian Federation and international law.

9.3.2. It is forbidden to use the Mobile App for:

- distribution of pornographic materials or other materials of an unacceptable nature, including scenes of cruelty and violence, as well as content that violates public morals;
- propaganda of terrorism, extremism, inciting national or religious hatred;
- conducting political campaigns that promote or discredit specific individuals, parties, and movements;
- intentionally misleading third parties, including passing off Generated materials as authentic evidence of events;
- downloads of materials that are knowingly prohibited for distribution by the current legislation of the Russian Federation.

9.3.3. The User does not have the right to perform unauthorized access to the Mobile Application or its infrastructure, attempt to circumvent security measures, conduct DDoS attacks (hacker attacks on a computer system in order to bring it to failure) , or collect personal data of third parties illegally.

9.3.4. The Contractor has the right, at its sole discretion, to suspend or block the User's access to the Mobile Application, delete or block any User materials in case of violations of these rules, as well as inform the competent authorities about these violations, if required by the legislation.

9.4. Procedure for notifying and deleting content

9.4.1. Any person (hereinafter referred to as the "Applicant") who considers that their copyright or other exclusive rights have been violated by using the Mobile Application may send the Contractor a written (including electronic) notification containing:

- F. Full name (for an individual) or full name (for a legal entity), contact details (phone number, email address);
- a link or other accurate description of content that, in the Applicant's opinion, violates their rights;
- proof of the Applicant's exclusive rights;
- description of the nature of the violation (how the Mobile app violates the Applicant's rights).

9.4.2. The Contractor reviews the received notification within 24 (twenty-four) hours.

9.4.3. The User who does not agree with the deletion (blocking) of his content has the right to send the Contractor a counter notification containing justification and evidence of the absence of a violation. The Contractor reviews the counter-notification within 24 (twenty-four) hours. and makes the final decision on the disputed content.

10. LIABILITY OF THE PARTIES

10.1. For violation of the terms and conditions of the Agreement, the Parties are liable in accordance with the Agreement and/or the current legislation of the Russian Federation.

10.2. The Parties are released from liability for partial or complete non-performance of obligations under this Agreement, if this non-performance was the result of force majeure circumstances that arose after the conclusion of the Agreement, or if the non-performance of obligations by the Parties under the

Agreement was the result of extraordinary events that the Parties could neither foresee nor prevent by reasonable measures. Force majeure circumstances include events that a Party cannot influence and for the occurrence of which it is not responsible, including: war, insurrection, strike, earthquake, flood, other natural disasters, fire, power supply failures, failures of infrastructure services, prohibition by government agencies, DDoS attacks that occurred through no fault of the Parties, actions and acts of the authorities that make it impossible to fulfill the obligations established by the Agreement, and other unforeseen circumstances and events and phenomena beyond the control of the parties, but not limited to the above.

10.3. The Contractor is not responsible for non-compliance of the provided service with the User's expectations and/or for its subjective assessment.

10.4. The Contractor is not responsible for the quality of public communication channels or services that provide the User with access to its services.

10.5. Non-compliance with expectations and / or a negative subjective assessment are not grounds for considering the services provided to be of poor quality or not in the agreed amount.

10.6. If the User violates the terms of clauses 5.2.7, 5.2.8 of this Agreement, including the use of results created using the Mobile Application in violation of restrictions, the transfer of access data to third parties, or non-compliance with their confidentiality, the Contractor has the right to block the User's access to the Mobile Application and demand payment of a fine in the amount of 20,000 (twenty thousand) rubles for each detected violation.

10.7. If third parties make claims or claims against the Contractor in connection with the User's actions that violate the rights of third parties (including intellectual property rights) when using the Mobile Application or materials created using it, the User undertakes to:

- reimburse the Contractor for all losses, including court costs, expenses for paying for the services of representatives (lawyers), state fees and other costs incurred by the Contractor in connection with these claims or claims;
- enter into legal proceedings as a third party on the side of the Contractor at the first request of the Contractor or take other necessary measures to protect the interests of the Contractor in such proceedings;
- provide the Contractor with all necessary documents, evidence and information, as well as provide other reasonable assistance in resolving disputes or settling claims of third parties.

The obligations specified in clause 10.7. remain valid for the entire term of this Agreement and for 3 (three) years after its termination.

11. CUSTOMER'S REFUSAL OF SERVICES.

11.1. The User may at any time refuse to grant access to the Mobile Application by sending a corresponding request to the following address: info@zubarevaapp.ru.

12. OTHER TERMS AND CONDITIONS

12.1. This Agreement comes into force from the moment of acceptance by the User and is valid until the parties fully fulfill their obligations.

12.2. The User confirms that all the terms of this Agreement are clear to him, and he accepts them unconditionally and in full.

12.3. This Agreement is valid on the territory of all countries of the world, and on the interactive information network Internet.

12.4. In all matters not regulated by this Agreement, the parties are guided by the current legislation of the Russian Federation.

12.5. All disputes and disagreements between the parties are resolved through negotiations. At the same time, the claim procedure for resolving disputes arising from relations regarding the conclusion of this Agreement is mandatory. The recipient of the claim, within 10 (ten) calendar days from the date of receipt of the claim, notifies the claim applicant in writing of the results of consideration of the claim. If an agreement is not reached within the time limit set out in this paragraph, the dispute is referred to a judicial body for consideration in accordance with the current legislation.

The parties came to an agreement in accordance with Article 32 of the Civil Procedure Code of the Russian Federation to establish contractual territorial jurisdiction for resolving disputes arising from the Agreement and determine that all disputes are considered in the Kirovsky District Court of St. Petersburg, if the user is a legal entity or an individual entrepreneur-in the Arbitration Court of St. Petersburg and Leningrad region 37 of the Arbitration Procedure Code of the Russian Federation.

12.6. The court's recognition of any provision of this Agreement as invalid or not subject to enforcement does not invalidate other provisions of this Agreement.

12.7. The Parties hereby confirm that when executing this Agreement, as well as when conducting correspondence between the Parties, it is allowed to use analogs of the Parties' handwritten signature. The Parties confirm that all notices, communications, agreements and documents within the framework of the Parties' fulfillment of obligations arising from this Agreement, signed through the exchange of electronic documents containing a scan of the Parties' handwritten signature, are legally binding and binding.

12.8. Authorized email addresses of the Parties are:

- for the Performer info@zubarevaapp.ru
- for the User: the email address specified during registration in the mobile app.

12.9. The Parties undertake to ensure the confidentiality of information and information necessary for access to authorized email addresses, not to allow disclosure of such information and transfer to third parties. The Parties themselves determine the procedure for restricting access to such information.

13. CONTRACTOR'S BANKING DETAILS:

Zubareva IT Limited Liability Company

TIN: 9707033487

CHECKPOINT: 770701001

OGRN: 1247700509385

Legal address: 61 Lesnaya Street / building 2, building 1c, ext.ter.g municipal, Tverskoy District, Moscow, 127055

E-mail: info@zubarevaapp.ru