END USER LICENCE AGREEMENT

Last updated June 05, 2022

Sagaer is licensed to You (End-User) by TIKS, located and registered at Leninskiy

avenue , 121/1, Moscow, Moscow , Russia ('Licensor'), for use only

under the terms of this Licence Agreement.

By downloading the Licensed Application from Apple's software distribution platform

('App Store') and Google's software distribution platform ('Play Store'), and any

update thereto (as permitted by this Licence Agreement), You indicate that You agree

to be bound by all of the terms and conditions of this Licence Agreement, and that

You accept this Licence Agreement. App Store and Play Store are referred to in this

Licence Agreement as 'Services'.

The parties of this Licence Agreement acknowledge that the Services are not a Party

to this Licence Agreement and are not bound by any provisions or obligations with

regard to the Licensed Application, such as warranty, liability, maintenance and

support thereof. TIKS, not the Services, is solely responsible for the Licensed

Application and the content thereof.

This Licence Agreement may not provide for usage rules for the Licensed Application

that are in conflict with the latest Apple Media Services Terms and Conditions and

Google Play Terms of Service ('Usage Rules'). TIKS acknowledges that it had the

Custom Branding

APPLY THEME

You have surpassed your 1 policy limit. Please upgrade to publish additional policies. Learn More

opportunity to review the Usage Rules and this Licence Agreement is not conflicting

with them.

Sagaer when purchased or downloaded through the Services, is licensed to You for

use only under the terms of this Licence Agreement. The Licensor reserves all rights

not expressly granted to You. Sagaer is to be used on devices that operate with

Apple's operating systems ('iOS' and 'Mac OS') or Google's operating system

('Android').

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1. THE APPLICATION

Sagaer ('Licensed Application') is a piece of software created to Sharing his life

experiences with his friends — and customised for iOS and Android mobile devices

('Devices'). It is used to Send photos or videos to your friends, which will be visible in

the widget on the screen.

The Licensed Application is not tailored to comply with industry-specific regulations

(Health Insurance Portability and Accountability Act (HIPAA), Federal Information

Security Management Act (FISMA), etc.), so if your interactions would be subjected

to such laws, you may not use this Licensed Application. You may not use the

Licensed Application in a way that would violate the Gramm-Leach-Bliley Act

(GLBA).

2. SCOPE OF LICENCE

2.1 You are given a non-transferable, non-exclusive, non-sublicensable licence to

install and use the Licensed Application on any Devices that You (End-User) own or

control and as permitted by the Usage Rules, with the exception that such Licensed

Application may be accessed and used by other accounts associated with You (EndUser, The Purchaser) via Family Sharing or volume purchasing.

2.2 This licence will also govern any updates of the Licensed Application provided by

Licensor that replace, repair, and/or supplement the first Licensed Application, unless

a separate licence is provided for such update, in which case the terms of that new

licence will govern.

2.3 You may not share or make the Licensed Application available to third parties

(unless to the degree allowed by the Usage Rules, and with TIKS's prior written

consent), sell, rent, lend, lease or otherwise redistribute the Licensed Application.

2.4 You may not reverse engineer, translate, disassemble, integrate, decompile,

remove, modify, combine, create derivative works or updates of, adapt, or attempt to

derive the source code of the Licensed Application, or any part thereof (except with

TIKS's prior written consent).

2.5 You may not copy (excluding when expressly authorised by this licence and the

Usage Rules) or alter the Licensed Application or portions thereof. You may create

and store copies only on devices that You own or control for backup keeping under

the terms of this licence, the Usage Rules, and any other terms and conditions that

apply to the device or software used. You may not remove any intellectual property

notices. You acknowledge that no unauthorised third parties may gain access to

these copies at any time. If you sell your Devices to a third party, you must remove

the Licensed Application from the Devices before doing so.

2.6 Violations of the obligations mentioned above, as well as the attempt of such

infringement, may be subject to prosecution and damages.

2.7 Licensor reserves the right to modify the terms and conditions of licensing.

2.8 Nothing in this licence should be interpreted to restrict third-party terms. When

using the Licensed Application, You must ensure that You comply with applicable

third-party terms and conditions.

3. TECHNICAL REQUIREMENTS

3.1 The Licensed Application requires a firmware version 1.0.0 or higher. Licensor

recommends using the latest version of the firmware.

3.2 Licensor attempts to keep the Licensed Application updated so that it complies

with modified/new versions of the firmware and new hardware. You are not granted

rights to claim such an update.

3.3 You acknowledge that it is Your responsibility to confirm and determine that the

app end-user device on which You intend to use the Licensed Application satisfies

the technical specifications mentioned above.

3.4 Licensor reserves the right to modify the technical specifications as it sees

appropriate at any time.

4. MAINTENANCE AND SUPPORT

4.1 The Licensor is solely responsible for providing any maintenance and support

services for this Licensed Application. You can reach the Licensor at the email

address listed in the App Store or Play Store Overview for this Licensed Application.

4.2 TIKS and the End-User acknowledge that the Services have no obligation

whatsoever to furnish any maintenance and support services with respect to the

Licensed Application.

5. USE OF DATA

You acknowledge that Licensor will be able to access and adjust Your downloaded

Licensed Application content and Your personal information, and that Licensor's use

of such material and information is subject to Your legal agreements with Licensor

and Licensor's privacy policy:

https://kazakoffnik.github.io/docs/SagasPrivacyPolicy.pdf.

You acknowledge that the Licensor may periodically collect and use technical data

and related information about your device, system, and application software, and

peripherals, offer product support, facilitate the software updates, and for purposes of

providing other services to you (if any) related to the Licensed Application. Licensor

may also use this information to improve its products or to provide services or

technologies to you, as long as it is in a form that does not personally identify you.

6. USER-GENERATED CONTRIBUTIONS

The Licensed Application may invite you to chat, contribute to, or participate in blogs,

message boards, online forums, and other functionality, and may provide you with the

opportunity to create, submit, post, display, transmit, perform, publish, distribute, or

broadcast content and materials to us or in the Licensed Application, including but

not limited to text, writings, video, audio, photographs, graphics, comments,

suggestions, or personal information or other material (collectively, 'Contributions').

Contributions may be viewable by other users of the Licensed Application and

through third-party websites or applications. As such, any Contributions you transmit

may be treated as non-confidential and non-proprietary. When you create or make

available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the

accessing, downloading, or copying of your Contributions do not and will not

infringe the proprietary rights, including but not limited to the copyright, patent,

trademark, trade secret, or moral rights of any third party.

2. You are the creator and owner of or have the necessary licences, rights,

consents, releases, and permissions to use and to authorise us, the Licensed

Application, and other users of the Licensed Application to use your Contributions

in any manner contemplated by the Licensed Application and this Licence

Agreement.

3. You have the written consent, release, and/or permission of each and every

identifiable individual person in your Contributions to use the name or likeness or

each and every such identifiable individual person to enable inclusion and use of

your Contributions in any manner contemplated by the Licensed Application and

this Licence Agreement.

4. Your Contributions are not false, inaccurate, or misleading.

5. Your Contributions are not unsolicited or unauthorised advertising, promotional

materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of

solicitation.

6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing,

libellous, slanderous, or otherwise objectionable (as determined by us).

7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse

anyone.

8. Your Contributions are not used to harass or threaten (in the legal sense of

those terms) any other person and to promote violence against a specific person

or class of people.

9. Your Contributions do not violate any applicable law, regulation, or rule.

10. Your Contributions do not violate the privacy or publicity rights of any third

party.

11. Your Contributions do not violate any applicable law concerning child

pornography, or otherwise intended to protect the health or well-being of minors.

12. Your Contributions do not include any offensive comments that are connected

to race, national origin, gender, sexual preference, or physical handicap.

13. Your Contributions do not otherwise violate, or link to material that violates,

any provision of this Licence Agreement, or any applicable law or regulation.

Any use of the Licensed Application in violation of the foregoing violates this Licence

Agreement and may result in, among other things, termination or suspension of your

rights to use the Licensed Application.

7. CONTRIBUTION LICENCE

By posting your Contributions to any part of the Licensed Application or making

Contributions accessible to the Licensed Application by linking your account from the

Licensed Application to any of your social networking accounts, you automatically

grant, and you represent and warrant that you have the right to grant, to us an

unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royaltyfree, fully-paid, worldwide right, and licence to host, use copy, reproduce, disclose,

sell, resell, publish, broad cast, retitle, archive, store, cache, publicly display,

reformat, translate, transmit, excerpt (in whole or in part), and distribute such

Contributions (including, without limitation, your image and voice) for any purpose,

commercial advertising, or otherwise, and to prepare derivative works of, or

incorporate in other works, such as Contributions, and grant and authorise

sublicences of the foregoing. The use and distribution may occur in any media

formats and through any media channels.

This licence will apply to any form, media, or technology now known or hereafter

developed, and includes our use of your name, company name, and franchise name,

as applicable, and any of the trademarks, service marks, trade names, logos, and

personal and commercial images you provide. You waive all moral rights in your

Contributions, and you warrant that moral rights have not otherwise been asserted in

your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of

all of your Contributions and any intellectual property rights or other proprietary rights

associated with your Contributions. We are not liable for any statements or

representations in your Contributions provided by you in any area in the Licensed

Application. You are solely responsible for your Contributions to the Licensed

Application and you expressly agree to exonerate us from any and all responsibility

and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise

change any Contributions; (2) to recategorise any Contributions to place them in

more appropriate locations in the Licensed Application; and (3) to prescreen or delete

any Contributions at any time and for any reason, without notice. We have no

obligation to monitor your Contributions.

8. LIABILITY

8.1 Licensor's responsibility in the case of violation of obligations and tort shall be

limited to intent and gross negligence. Only in case of a breach of essential

contractual duties (cardinal obligations), Licensor shall also be liable in case of slight

negligence. In any case, liability shall be limited to the foreseeable, contractually

typical damages. The limitation mentioned above does not apply to injuries to life,

limb, or health.

8.2 Licensor takes no accountability or responsibility for any damages caused due to

a breach of duties according to Section 2 of this Licence Agreement. To avoid data

loss, You are required to make use of backup functions of the Licensed Application to

the extent allowed by applicable third-party terms and conditions of use. You are

aware that in case of alterations or manipulations of the Licensed Application, You

will not have access to the Licensed Application.

9. WARRANTY

9.1 Licensor warrants that the Licensed Application is free of spyware, trojan horses,

viruses, or any other malware at the time of Your download. Licensor warrants that

the Licensed Application works as described in the user documentation.

9.2 No warranty is provided for the Licensed Application that is not executable on

the device, that has been unauthorisedly modified, handled inappropriately or

culpably, combined or installed with inappropriate hardware or software, used with

inappropriate accessories, regardless if by Yourself or by third parties, or if there are

any other reasons outside of TIKS's sphere of influence that affect the executability of

the Licensed Application.

9.3 You are required to inspect the Licensed Application immediately after installing

it and notify TIKS about issues discovered without delay by email provided in Product

Claims. The defect report will be taken into consideration and further investigated if it

has been emailed within a period of ninety (90) days after discovery.

9.4 If we confirm that the Licensed Application is defective, TIKS reserves a choice to

remedy the situation either by means of solving the defect or substitute delivery.

9.5 In the event of any failure of the Licensed Application to conform to any

applicable warranty, You may notify the Services Store Operator, and Your Licensed

Application purchase price will be refunded to You. To the maximum extent permitted

by applicable law, the Services Store Operator will have no other warranty obligation

whatsoever with respect to the Licensed Application, and any other losses, claims,

damages, liabilities, expenses, and costs attributable to any negligence to adhere to

any warranty.

9.6 If the user is an entrepreneur, any claim based on faults expires after a statutory

period of limitation amounting to twelve (12) months after the Licensed Application

was made available to the user. The statutory periods of limitation given by law apply

for users who are consumers.

10. PRODUCT CLAIMS

TIKS and the End-User acknowledge that TIKS, and not the Services, is responsible for

addressing any claims of the End-User or any third party relating to the Licensed

Application or the End-User’s possession and/or use of that Licensed Application,

including, but not limited to:

(i) product liability claims;

(ii) any claim that the Licensed Application fails to conform to any applicable legal

or regulatory requirement; and

(iii) claims arising under consumer protection, privacy, or similar legislation,

including in connection with Your Licensed Application’s use of the HealthKit and

HomeKit.

11. LEGAL COMPLIANCE

You represent and warrant that You are not located in a country that is subject to a

US Government embargo, or that has been designated by the US Government as a

'terrorist supporting' country; and that You are not listed on any US Government list of

prohibited or restricted parties.

12. CONTACT INFORMATION

For general inquiries, complaints, questions or claims concerning the Licensed

Application, please contact:

TIKS

Leninskiy avenue

121/1

Moscow, Moscow \_\_\_\_\_\_\_\_\_\_

Russia

eqtioff@gmail.com

13. TERMINATION

The licence is valid until terminated by TIKS or by You. Your rights under this licence

will terminate automatically and without notice from TIKS if You fail to adhere to any

term(s) of this licence. Upon Licence termination, You shall stop all use of the

Licensed Application, and destroy all copies, full or partial, of the Licensed

Application.

14. THIRD-PARTY TERMS OF AGREEMENTS AND

BENEFICIARY

TIKS represents and warrants that TIKS will comply with applicable third-party terms of

agreement when using Licensed Application.

In Accordance with Section 9 of the 'Instructions for Minimum Terms of Developer's

End-User Licence Agreement', both Apple and Google and their subsidiaries shall be

third-party beneficiaries of this End User Licence Agreement and — upon Your

acceptance of the terms and conditions of this Licence Agreement, both Apple and

Google will have the right (and will be deemed to have accepted the right) to enforce

this End User Licence Agreement against You as a third-party beneficiary thereof.

15. INTELLECTUAL PROPERTY RIGHTS

TIKS and the End-User acknowledge that, in the event of any third-party claim that the

Licensed Application or the End-User's possession and use of that Licensed

Application infringes on the third party's intellectual property rights, TIKS, and not the

Services, will be solely responsible for the investigation, defence, settlement, and

discharge or any such intellectual property infringement claims.

16. APPLICABLE LAW

This Licence Agreement is governed by the laws of Russia excluding its conflicts of

law rules.

17. MISCELLANEOUS

17.1 If any of the terms of this agreement should be or become invalid, the validity of

the remaining provisions shall not be affected. Invalid terms will be replaced by valid

ones formulated in a way that will achieve the primary purpose.

17.2 Collateral agreements, changes and amendments are only valid if laid down in

writing. The preceding clause can only be waived in writing