



Agreement

Content

1. This Global Networking Service (“the Website”) is an online entertainment and communication service owned and operated by Mamba CJSC (“Mamba”).
2. These terms and conditions (“Terms”) apply to all uses of the Website, including but not limited to postings, emails, messages and other communications made on or for the Website, as well as other, similar services run by Mamba (“Communications”).
3. By using this Website and its services, you confirm that you are over 18 years of age and undertake to accept these Terms.
4. By using this Website you agree to be bound by these Terms.
5. Should you choose not to accept these Terms, you shall not use the Website and shall not use any of its services (“Communications”).
6. Mamba shall make alterations to these Terms at any time it deems necessary. These revised Terms shall take immediate effect upon you accessing <https://www.mamboo.com/app/standalone-agreement>.
7. By using this Website you undertake that you have the necessary hardware and software capabilities required for Communications, email and web usage and understand and accept that Mamba makes no representations or warranties that the Website shall operate with your system.
8. Mamba collaborates with its group company World of Dating Ltd (an English company, company number 06992957, 54 Poland Street, London, W1F 7NJ, UK), and other companies from time to time, in order to facilitate the delivery of content to you and to collect payments.

Website Usage

1. You shall use the Website solely for your private, non-commercial and personal use.
2. You shall not sublicense or exercise this right without Mamba’s prior written permission.
3. Accordingly, you undertake not to:
 - Use the Website for any commercial or business purpose;
 - Use your access to the Website or information gathered from it for the purpose of sending unsolicited bulk email, messages, etc.;

- Enter without Mamba's consent into transactions or offer to make transactions with other users in respect of any goods or services, nor shall you use the Website for the distribution of advertisement or illegal propaganda.
4. While using the Website you shall not use any software intended for automation of the communication process or any other software not approved by Mamba with the exception for Internet browsers.
 5. You shall not publish any email, postal address, phone number, links and other contact details on the Website.

Copyright, Trade Marks and other Intellectual Property Rights

1. All copyright, design rights, database rights, patents, and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications ("Intellectual Property Rights") contained in the Website, belong to and vest in Mamba, or are licensed to Mamba unless otherwise specified. All such rights of Mamba are hereby asserted and reserved.
2. You shall not and warrant that you shall not:
 - Hack, or attempt to hack, distribute, modify, transmit, re-use any or all of the Website content or the information contained therein for any purpose other than as set out above;
 - Use the Website for any public or commercial purpose without Mamba's prior written consent;
 - Provide hypertext links, URL Links, graphic links, hyperlinks or other direct connection for profit or gain to the Website without Mamba's prior written consent;
 - Display, publish, copy, print, post or otherwise use the Website and the information contained therein for the benefit of any third party or website without Mamba's prior written consent;
 - Process or otherwise use the Website and the information contained therein for any illegal or immoral purpose, nor shall you use or process the information contained therein in a manner that would be deemed unfair;
 - Fail to retain all copyright notices and other proprietary notices contained in the Website.
3. You shall grant Mamba a non-exclusive right (a simple non-exclusive license) to reproduce, distribute, translate and remake, as well as to communicate materials you post on the Website or transmit to Mamba in any other way, by wire or other similar means, so that any person can access

it online from anywhere and at any time they choose (the right to make available to the public), and also give consent to the disclosure and further use of your image, if it is contained in the materials that you post on the Website or transmit to Mamba by other means.

The Website

1. Third party websites containing links from the Website which have not been verified or reviewed by Mamba shall be used and accessed by you at your own risk.
2. The username and password issued to you are personal to you in order to facilitate your use of and access to the Website and shall not be disclosed to any third party without Mamba's prior written consent.
3. In the event that you believe your password to have been compromised, you shall inform Mamba immediately, as you are responsible for any misuse of your password for which Mamba shall take no responsibility.
4. All email communications sent by Mamba and attachments thereto are intended solely for the addressee and/or others authorized to receive them.
5. Mamba and the Website may generate automated emails for the purposes of distributing information and/or entertainment. By using the Website you agree and accept that you shall receive these messages and that not all messages or Communications which you receive may be genuine.
6. Mamba may assign the rights granted by you to third parties.

Communications

1. Mamba is engaged in the business of providing an entertainment and information service, and is, in addition to this, engaged in the transmission, storage, retrieval, hosting, formatting or translation of third party communications without selection or alteration of the content of any communication for which it is a mere conduit.
2. You agree and accept that Mamba takes no responsibility to review the content of the Communications on the Website, all of which are made available on the basis that Mamba shall not be required to exercise any control or judgment of the content or the material posted or contained therein.
3. The views expressed in any Communications are the views of the individual authors and not those of Mamba, unless otherwise specified by Mamba. In particular, but not limited to the above, Mamba is not responsible for and disclaims all liability in respect of any comments, views or remarks expressed in any Communications.

4. Mamba shall make no representations or warranties as to the accuracy, currency, or validity of the information and material contained within the Communications on the Website, and shall not be responsible for any loss or damage caused as a result of any use of such material.
5. In the event that you are unhappy with any content found in a Communication on the Website, you shall contact Mamba.
6. Mamba reserves the right to remove, partially remove or edit any Communication at its sole discretion.
7. Mamba shall use the information and other content, posted by you on the Website publicly (i.e. other users may see that information and/or content) for the purpose of, including but not limited to developing advertising materials, placing the materials on Mamba partners' websites and other, similar purposes.
8. You agree and undertake that you shall not use the Website in such a way, or post to or transmit to the Website any statement, material or Communication that:
 - Is unlawful or which gives rise to civil or criminal liability;
 - Infringes the Intellectual Property Rights of any third party;
 - Contains anything technically harmful, such as computer viruses: Trojan horse virus, worms, logic bombs or other malicious software or harmful data;
 - Is or may be interpreted as being abusive, pornographic, aggressive, defamatory, untrue, discriminatory, violent, obscene, inflammatory, racist in any way whatsoever or harassing towards any person;
 - May be deemed a marketing or commercial communication or promotes the products or services of any services other than those of Mamba or the Website;
 - Promotes any illegal or unlawful activity, including but not limited to terrorism, solicitation, gambling or the sale of prescription medicines, drugs or weapons;
 - Is aimed at persons under the age of 18 or which seeks or attempts to make any arrangement to meet a child under the age of 18 with intent to abuse them or which may have such a meeting as its object or effect;
 - Contains any restricted material, including but not limited to passwords, medical information, classified government or military information or confidential information of any person;

- Brings the Website or Mamba into disrepute or solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing.
9. You agree to indemnify and not hold Mamba responsible against all liability it may have in respect of and arising out of your use of the Mamba services and your Communications.

Cancellation Policy

1. Mamba offers you the opportunity to pay for certain services offered on the Website. These services include various opportunities to find and meet additional people, to customise your profile and to boost your profile so more people find you. Mamba also offers the ability to play various games on the Website. All of these services can be purchased after you register, and you may subscribe to some of the services for various lengths of time. Once you have paid for any services, they are non-refundable.
2. You may cancel your subscription to any services at any time during the term of such subscription or any renewal period by contacting Support Team on your membership home page and providing the information requested. Your subscription will terminate at the end of the subscription term for which you have paid, and you will not receive any refund for any unused days of such subscription term.

Please note:

You shall use the Website entirely at your own risk. It is a known risk of internet usage that people are not necessarily who they say they are. Users must be over 18 years of age, but people may provide information or behave in a way that is unreliable, misleading, unlawful or illegal. Mamba has no way of telling if statements made by other visitors are true. This is a decision that can be made only at your discretion and the exercise of some degree of caution is recommended.

By using the Website and its services you accept that this is the case and accept the risk associated therewith. Mamba asks that users take particular care in relation to the disclosure of their own personal information including last name, postal address, email address, telephone number, place of work and public places which they frequent.

Privacy Policy

1. *What Personal Information About Customers Do We Gather?*

The information we learn from customers helps us personalize and continually improve our Website. Here are the types of information we gather:

Information You Give Us: We receive and store any information you enter on our Website or give us in any other way. You provide most such information when you register with the Website, search, post, participate in a contest or questionnaire, participate in a chat or acquire a subscription, communicate with our Support Team. Certain items of information are mandatory in order to register with the Website and gain access to Communication (your first name, e-mail address, gender, date of birth and city or town where you live). We have the ability to retain your contact details should you input them on the Website even if you do not complete your registration. You also provide information when you search for a person; provide information in your account; communicate with us by phone, e-mail, or otherwise; complete a questionnaire or a contest entry form; use our other services. As a result of those actions, you might supply us with such information as your name, address, and phone numbers; credit card information; content of e-mails to us; personal description and photographs in your account; and financial information. You can choose not to provide certain information, but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing our Website for you, improving our Website, and communicating with you.

Automatic Information: We receive and store certain types of information whenever you interact with us. For example, like many websites, we use "cookies," and we obtain certain types of information when your Web browser accesses our Website or advertisements and other content served by or on behalf of Mamba or World of Dating Ltd on other websites. Examples of the information we collect and analyze include the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information such as browser type, version, and time zone setting, browser plug-in types and versions, operating system, and platform; purchase history; the full Uniform Resource Locator (URL) clickstream to, through, and from our Website, including date and time; cookie number; pages and other people accounts you viewed or searched for. We may also use browser data such as cookies, Flash cookies (also known as Flash Local Shared Objects), or similar data on certain parts of our Website for fraud prevention and other purposes. During some visits we may use software tools such as JavaScript to measure and collect session information, including page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page. We may also collect technical information to help us identify your device for fraud prevention and diagnostic purposes.

Mobile: When you download or use apps created by Mamba or World of

Dating Ltd or our subsidiaries, we may receive information about your location and your mobile device, including a unique identifier for your device. We may use this information to provide you with location-based services, such as advertising, search results, and other personalized content. Most mobile devices allow you to turn off location services. If you have questions about how to disable your device's location services, we recommend you contact your mobile service carrier or your device manufacturer.

E-mail Communications: To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from Mamba or World of Dating Ltd if your computer supports such capabilities. We also compare our customer list to lists received from other companies, in an effort to avoid sending unnecessary messages to our customers.

Information from Other Sources: We might receive information about you from other sources and add it to our account information. Examples of information we receive from other sources include account information, purchase or redemption information, and page-view information from some companies with which we operate co-branded businesses or for which we provide technical, fulfillment, advertising, or other services.

2. *Cookies*

Cookies are small files of data that reside on your computer and allow us to recognise you as our Website customer if you return to our Website using the same computer and browser. We send a "session cookie" to your computer if and when you log in to your account by entering your email address and password or otherwise use Communications. These cookies allow us to recognise you if you visit multiple pages on our site during the same session, so that you don't need to re-enter your password multiple times. Once you log out or close your browser, these session cookies expire and no longer have any effect.

We also use longer-lasting cookies for other purposes such as to display your email address on our log-in form, so that you don't have to retype your email address each time you log in to your account. We encode our cookies so that only we can interpret the information stored in them.

We also use cookies to customise the Communications, content, and advertising; to measure promotional effectiveness, and to promote trust and safety.

Non-personal data may be gathered on our behalf using cookies, log file data, and code that is embedded on our Website by specific third party

partners. We use this non-personal information to help improve the services we provide to you. The non-personal data gathered is used to provide anonymised statistical information.

The Help feature on most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the website of its manufacturer. Because cookies allow you to take advantage of some of our essential features, we recommend that you leave them turned on. For instance, if you block or otherwise reject our cookies, you will not be able to use any of our services that require you to Sign in.

3. *Do Mamba and World of Dating Ltd Share the Information?*

We share customer information only as described below.

Your Profile: The information contained in your personal ad, your search criteria and your profile can be accessed on the Website. In addition, these information may be broadcasted directly by Mamba or World of Dating Ltd or via our partners to persons interested in the Website, through newsletters or third-party websites, or by all other electronic (email, text messaging, etc.) or audiovisual (radio, television, etc.) communication tools, or by written press (newspapers, magazines, etc.), in order to increase your chances of meeting someone by promoting your person ads, search criteria and profile. Consequently, you explicitly authorise Mamba and World of Dating Ltd to reproduce and broadcast the information contained in your personal ad, search criteria or profile (personal information, description, images, videos, etc.) on all or part of the Communications (on the Website, on the Internet, by email) and/or in a general manner, on all distribution media, in particular audiovisual communication (press, radio, analogue television, digital television, cable or satellite) or electronic communication (email, Internet), throughout the entire world and for the length of time established in these Terms of Use between you and the Website. You explicitly authorise Mamba and World of Dating Limited to transfer the information you provided to us and the benefits of the above mentioned rights to our partners and eventual successors.

Financial Information: Neither Mamba, nor World of Dating Ltd store your financial information or credit card details. Please, note that financial information and credit card details will be stored by a company, processing your credit card payments, if you choose our “Pay in one click” option.

Third-Party Service Providers: We employ other companies and

individuals to perform functions on our behalf. Examples include providing applications, sending postal mail and e-mail, analyzing data, providing marketing assistance, processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. For example, a company, processing your credit card payments will store your name and credit card details to let you use our “Pay in 1 click” option in the future.

Promotional Offers: Sometimes we send offers to selected groups of our Website customers on behalf of other businesses. When we do this, we do not give that business your name and address. If you do not want to receive such offers, please adjust your “E-mail Notification” preferences in the “Settings” menu of your account.

Business Transfers: As we continue to develop our business, we might sell or buy other websites, subsidiaries, or business units. In such transactions, customer information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Notice (unless, of course, the customer consents otherwise). Also, in the unlikely event that Mamba, or substantially all of its assets are acquired, customer information will of course be one of the transferred assets. Mamba and World of Dating Ltd may occasionally share general socio-demographic information that does not include names with selected partners to allow them to target their announcements (by age category, gender, etc.). In this case, we will not send these partners any information that would allow them to identify you.

Protection of Mamba, World of Dating Ltd and Others: We release account and other personal information when we believe release is appropriate to comply with the law; enforce or apply these Terms and Conditions and other agreements; or protect the rights, property, or safety of Mamba, World of Dating Ltd, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction. Obviously, however, this does not include selling, renting, sharing, or otherwise disclosing personally identifiable information from customers for commercial purposes in violation of the commitments set forth in this clause.

With Your Consent: Other than as set out above, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.

4. *How Secure Is Information About Me?*

We are committed to handling your customer information with high

standards of information security. We use computer safeguards such as firewalls and data encryption, we enforce physical access controls to our buildings and files, and we authorise access to personal information only for those employees who require it to fulfill their job responsibilities.

Where we have given you (or where you have chosen) a password which enables you to access certain parts of the Website, you are responsible for keeping the password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk. Once we have received your information, we will use procedures and security features to try to prevent unauthorised access.

5. *Where we store your personal data*

The personal data that we collect from you may be transferred to, and stored at, a location outside the European Economic Area ('EEA'). It may also be processed by staff located outside the EEA who work for us or for one of our suppliers (for example, staff who are involved in providing services that you order from us, processing your payment details or providing support services for the Website). By submitting your personal data to us through the Website, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this clause.

6. *Which Information Can I Access?*

Mamba and World of Dating Ltd give you access to a broad range of information about your account for the limited purpose of viewing and, in certain cases, updating that information. Examples of information you can access easily at the Website include personally identifiable information (including name, e-mail, sex, age, photographs and place where you live); e-mail notification settings.

7. *What Choices Do I Have?*

- As discussed above, you can always choose not to provide information, even though it might be needed to take advantage of Communications.
- You can add or update certain information in the “Settings” menu of your account. There you can correct your name, e-mail address,

phone number, change your password. When you update information, we usually keep a copy of the prior version for our records.

- In the “Settings” menu of your account you can also change your notification preferences. If you do not want to receive e-mail or other mail from us, please adjust “E-mail Notification” preferences in the “Settings” menu of your account.
- If you no longer wish for Mamba and World of Dating Ltd or our partners to reproduce or broadcast the information comprised in your personal ad, your search criteria, or your profile, you can terminate your Website account by choosing “Delete your profile” in the “Settings” menu of your account. Since this information is comprised of your personal ad, your search criteria and your profile, the termination will only take effect upon the next update or version of these communications (printed, press, audiovisual, or electronic) containing your personal ad, your search criteria and your profile information.

8. *Are Children Allowed to Use the Website?*

Children are not eligible to use our service and we ask that minors (persons under the age of 18) do not submit any personal information to us or use our services.

Liability

1. Mamba provides and maintains the Website for personal entertainment, on an “as is” basis.
2. Mamba shall be liable only to provide its services with reasonable skill and care and gives no other warranty in connection with the Website.
3. Subject as aforesaid, Mamba excludes liability for any loss or damage of any kind howsoever arising, including but not limited to any direct, indirect, punitive or consequential loss, whether or not such arises out of any problem you notify to Mamba and Mamba shall have no liability to pay any money by way of compensation, including but not limited to all liability in relation to:
 - Any incorrect or inaccurate information on the Website and all interruptions to or delays in updating the service;
 - The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the Website;
 - Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user’s computer equipment,

software, data or other property caused by persons accessing or using the Website, or from transmissions via emails or attachments received from Mamba or its licensees;

- The availability, quality, content or nature of other sites on the Internet that are owned and operated by third parties (“External Sites”) to which the Website is linked, nor for any transactions involving External Sites (including ‘cookies’, personal data, confidential information, or purchases of domain names or other services). You shall contact the site administrator or webmaster for those External Sites should you have any concerns regarding such links, websites or transactions;
 - The access, use and/or disclosure of any information and/or data and/or Communications, or any material you submit to Mamba by unauthorized third parties;
 - All representations, warranties, conditions and other Terms which but for this notice may have effect.
4. Mamba does not warrant that the operation of the Website shall be uninterrupted or error free.

Termination

1. Mamba shall be entitled to terminate this Agreement and immediately remove, cancel or suspend access to and use of the Website upon your breach of any part of these Terms whatsoever, which shall be at its sole discretion.
2. Termination shall be without prejudice to the accrued rights of either party.
3. Mamba shall not be liable in any way whatsoever for failure to perform any obligation under this Agreement, should such failure be caused by the occurrence of any unforeseen contingency beyond the reasonable control of such party, including but not limited to Internet outages, communications outages, fire, flood, war or acts of God.

General

1. In the event that any part of these Terms is held to be unenforceable, such part, at Mamba’s discretion, shall be construed as far as possible to reflect the intentions of either yourself as the user or Mamba and the remainder of the provisions shall remain in full force and effect.
2. These Terms constitute the entire Agreement between yourself as the user and Mamba and shall apply to the exclusion of all other terms of contract which you may purport to propose.

3. These Terms are governed and construed in accordance with Russian legislation. Those issues which are not settled by these Terms are subject to Russian legislation.
4. In case any disputes or differences arise in connection with the fulfillment of these Terms, yourself and Mamba shall make every effort to resolve these by way of negotiation. Those disputes which are not resolved by negotiation shall be resolved according to the procedure established by effective Russian legislation.
5. In the case where you use paid services of the Website or recharge your account on the Website, Mamba is entitled to award additional bonus money to your account. Some of your actions may lead to the accrual of bonus money, and the amount of credited bonuses is determined solely by Mamba and can be changed by it unilaterally with the placement of information about it on the Website. Bonus money can be used to pay for the services of the Website. Mamba may impose restrictions on the use of bonus money, including a limited range of services for which payment is possible with the use of bonus money.
6. If you have a positive balance on your account on the Website and you do not use the Website's paid services within three months, you recognize this request, addressed to Mamba, to exchange the balance money to an equal amount of bonus money.
7. Users within the territory of the Russian Federation accepting this Agreement hereby agree to the conditions of the Contract Offer of the «Mobile payment» service, and accept this Contract [Offer Agreement](#).