

TERMS OF USE

Effective on 2020-06-01.

These Terms of Use ("**Terms**") apply to your access and use of the applications (collectively, our "Services") provided by Aleksandr Kobozev ("Tingo", "we", "us" and/or "our"). **By downloading Tingo's mobile application, you agree to these Terms. If you do not agree to these Terms do not access or use our Services.**

If you have any questions about these Terms or our Services, please contact us at the address below:

Aleksandr Kobozev

Email: support@gettingo.com

1. Description of Services

Tingo is an application based software that uses artificial intelligence algorithms to transform your photos into works of art or change the background or foreground, overlay objects with different objects. The application allows you to (a) take photos using the application or (b) upload preexisting photos onto the application. You can then share the photos through social media sites or store them for personal use. You can use Tingo without registering.

2. Eligibility

You must be at least 14 years of age to access or use our Services. If you are under 18 years of age (or the age of legal majority where you live), you

may only access or use our Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms. If you are a parent or legal guardian of a user under the age of 18 (or the age of legal majority), you agree to be fully responsible for the acts or omissions of such user in connection with our Services. If you are accessing or using our Services on behalf of another person or entity, you represent that you are authorized to accept these Terms on that person or entity's behalf and that the person or entity agrees to be responsible to us if you or the other person or entity violates these Terms.

3. Privacy

Please refer to our Privacy Policy <https://gettingo.com/docs/policy.pdf> for information about how we collect, use and disclose information about you.

4. User Content

Service may allow you and other users to create, post, store and share content, including photos and other materials (previously and hereinafter collectively, "User Content"). You retain all rights in and to your User Content, as between you and Tingo. Further, Tingo does not claim ownership of any User Content that you post on or through the Service.

You grant Tingo a perpetual, irrevocable, nonexclusive, royalty-free, worldwide, fully-paid, transferable sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and display your User Content in all media formats and channels now known or later

developed, without compensation to you. When you post or otherwise share User Content on or through our Service, you understand that your User Content and any associated information will be visible to the public.

You grant Tingo consent to use the User Content, regardless of whether it includes an individual's name, likeness, voice or persona, sufficient to indicate the individual's identity. By using the Service, you agree that the User Content may be used for commercial purposes. You further acknowledge that Tingo's use of the User Content for commercial purposes will not result in any injury to you or to any person you authorized to act on its behalf.

You represent and warrant that: (i) you own the User Content stylized by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) you agree to pay for all royalties, fees, and any other monies owed by reason of User Content you stylize on or through the Service; and (iii) you have the legal right and capacity to enter into these Terms in your jurisdiction.

You may not create, post, store or share any User Content that violates these Terms or for which you do not have all the rights necessary to grant us the license described above. Although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

User Content removed from the Service may continue to be stored by Tingo, including, without limitation, in order to comply with certain legal obligations. Tingo is not a backup service and you

agree that you will not rely on the Service for the purposes of User Content backup or storage. Tingo will not be liable to you for any modification, suspension, or discontinuation of the Service, or the loss of any User Content.

5.Tingo Premium paid feature

Certain functions are only accessible to users who pay for Tingo Premium features.

5.1.Payment and Invoicing

Payment for using the Tingo Premium features is made in accordance with the invoicing conditions to Tingo selected by you and is based on the price applying when the agreement is signed and on the discounts offered by Tingo.

5.2.Charges are due at the beginning of each invoicing period. If you have a subscription, this will be extended automatically until you terminate it.

5.3.Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal.

5.4.Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.

5.5.If you are delayed with your payment obligations (including immediately after the first default), we will be entitled to block access to Tingo Premium features. If you are delayed with your payment obligation to a considerable extent, we will be entitled to terminate the agreement without notice. A considerable amount is defined as the amount of one payment. In this case, you will remain obliged to make these payments.

6. Prohibited Conduct and Content

You will not violate any applicable law, contract, intellectual property or other third-party right or commit a tort, and you are solely responsible for your conduct while accessing or using our Services. You will not:

- Engage in any harassing, threatening, intimidating, predatory or stalking conduct;
- Use or attempt to use another user's account without authorization from that user and Tingo;
- Use our Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- Reverse engineer any aspect of our Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any part of our Services;
- Attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access;
- Develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services;
- Use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

You may also only post or otherwise share User Content that is non-confidential and you have all necessary rights to disclose. You may not create, post, store or share any User Content that:

- Is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
- Would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any local, state, national or international law;
- May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- Contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
- Impersonates, or misrepresents your affiliation with, any person or entity;
- Contains any unsolicited promotions, political campaigning, advertising or solicitations;
- Contains any private or personal information of a third party without such third party's consent;
- Contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; or
- Is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may

expose Tingo or others to any harm or liability of any type.

In addition, although we have no obligation to screen, edit or monitor User Content, we may delete or remove User Content at any time and for any reason.

7. Limited License; Copyright and Trademark

Our Services and the text, graphics, images, photographs, videos, illustrations, trademarks, trade names, page headers, button icons, scripts, service marks, logos, slogans, filters, usergenerated filters and other content contained therein (collectively, the **"Tingo Content"**) are owned by or licensed to Tingo and are protected laws. Except as explicitly stated in these Terms, Tingo and our licensors reserve all rights in and to our Services and the Tingo Content. You are hereby granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use our Services and Tingo Content for your own personal use; however, such license is subject to these Terms and does not include any right to: (a) sell, resell or commercially use our Services or Tingo Content; (b) copy, reproduce, distribute, publicly perform or publicly display Tingo Content, except as expressly permitted by us or our licensors; (c) modify the Tingo Content, remove any proprietary rights notices or markings, or otherwise make any derivative uses of our Services or Tingo Content, except as expressly set forth in these Terms; (d) use any data mining, robots or similar data gathering or extraction methods; or (e) use our Services or Tingo Content other than as expressly provided in these Terms. Any use of our Services

or Tingo Content other than as specifically authorized herein, without our prior written permission, is strictly prohibited and will terminate the license granted under these Terms. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Tingo Content.

8. Feedback

Any questions, comments, suggestions, ideas, original or creative materials or other information you submit about Tingo or our products or Services (collectively, "**Feedback**"), is non-confidential and will become the sole property of Tingo. We will own exclusive rights, including, without limitation, all intellectual property rights, in and to Feedback and will be entitled to the unrestricted use and dissemination of Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

9. Copyright Complaints

We have a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others.

10. Indemnification

To the fullest extent permitted by applicable law, you will indemnify, defend, and hold harmless Tingo and each of our respective officers, directors, agents, partners and employees (individually and collectively, the "**Tingo Parties**") from and against any loss, liability, claim, demand, damages, expenses or costs ("Claims") arising out of or related to (a) your access to or use of our

Services; (b) your User Content or Feedback; (c) your violation of these Terms; (d) your violation, misappropriation or infringement of any rights of another (including intellectual property rights or privacy rights); or (e) your conduct in connection with our Services. You agree to promptly notify Tingo Parties of any third party Claims, cooperate with Tingo Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You also agree that the Tingo Parties will have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and Tingo or the other Tingo Parties.

11. Disclaimers

We do not control, endorse or take responsibility for any User Content or third-party content available on or linked to by our Services.

Your use of our Services is at your sole risk. Our Services are provided "as is" and "as available" without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, Tingo does not represent or warrant that our Services are accurate, complete, reliable, current or error-free. While Tingo attempts to make your access to and use of our Services safe, we cannot and do not represent or warrant that our Services or servers are free of viruses or other harmful components. You assume the entire risk as to the quality and performance of the Services.

12. Limitation of Liability

Tingo and the other Tingo Parties will not be liable to you under any theory of liability—whether based in contract, tort, negligence, strict liability, warranty, or otherwise—for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits, even if Tingo or the other Tingo Parties have been advised of the possibility of such damages.

The total liability of Tingo and the other Tingo Parties, for any claim arising out of or relating to these Terms or our Services, regardless of the form of the action, is limited to the amount paid, if any, by you to access or use our Services.

The limitations set forth in this section will not limit or exclude liability for the gross negligence, fraud or intentional misconduct of Tingo or the other Tingo Parties or for any other matters in which liability cannot be excluded or limited under applicable law. Additionally, some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

13. Transfer and Processing Data

Transfer and storage of information about you is governed by our Privacy Policy.

14. Governing Law and Venue

These terms and your access to and use of our services will be governed by, construed and enforced in accordance with the laws of the Russian Federation, without regard to conflict of laws rules or principles that may lead to the application of the laws of any other jurisdiction.

15. Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to our Services and update the "Last Updated" date above. We may also attempt to notify you by sending an email notification to the address associated with your account, if any, or providing notice through our Services. Unless we say otherwise in our notice, the amended Terms will be effective immediately and your continued access to and use of our Services after we provide notice will confirm your acceptance of the changes. If you do not agree to the amended Terms, you must stop accessing and using our Services.

16. Termination

We reserve the right, without notice and in our sole discretion, to terminate your right to access or use our Services. We are not responsible for any loss or harm related to your inability to access or use our Services.

17. Severability

If any provision or part of a provision of these Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

18. Additional Terms Applicable to iOS Devices

The following terms apply if you install, access or use the Services on any device that contains the

iOS mobile operating system (the "App") developed by Apple Inc. ("Apple").

Acknowledgement. You acknowledge that these Terms are concluded solely between us, and not with Apple, and Tingo, not Apple, is solely responsible for the App and the content thereof. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service as of the date you download the App, and in the event of any conflict, the Usage Rules in the App Store shall govern if they are more restrictive. You acknowledge and agree that you have had the opportunity to review the Usage Rules.

Scope of License. The license granted to you is limited to a non-transferable license to use the App on any iPhone, iPod touch or iPad that you own or control as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.

Maintenance and Support. You and Tingo acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Warranty. You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App by you; and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. The parties acknowledge that to the extent that there are any applicable

warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of Tingo. However, you understand and agree that in accordance with these Terms, Tingo has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App.

Product Claims. You and Tingo acknowledge that as between Apple and Tingo, Tingo, not Apple, is responsible for addressing any claims relating to the App or your possession and/or use of the App, including, but not limited to (a) product liability claims, (b) any claim that the App fails to conform to any applicable legal or regulatory requirement, and (c) claims arising under consumer protection or similar legislation.

Intellectual Property Rights. The parties acknowledge that, in the event of any thirdparty claim that the App or your possession and use of the App infringe that third party's intellectual property rights, Tingo, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms.

Legal Compliance. You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Third-Party Terms of Agreement. You agree to comply with any applicable third-party terms when using the Services.

Third-Party Beneficiary. The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof).

19. Miscellaneous

These Terms constitute the entire agreement between you and Tingo relating to your access to and use of our Services. The failure of Tingo to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision.