

## **Content**

1. This service ("App" or "Riddle") is an Dating Service.
2. These terms and conditions ("Terms") apply to all uses of the App, including but not limited to postings, emails, messages and other communications made on or for the App ("Communications").
3. By using this App and its services, you confirm that you are over 18 years of age and undertake to accept these Terms.
4. By using this App you agree to be bound by these Terms.
5. Should you choose not to accept these Terms, you shall not use the App and shall not use any of its services ("Communications").
6. Riddle shall make alterations to these Terms at any time it deems necessary. These revised Terms shall take immediate effect upon you accessing <https://riddle.dating/en/terms.pdf>.
7. By using this App you undertake that you have the necessary hardware and software capabilities required for Communications, email or mobile phone and web usage and understand and accept that Riddle makes no representations or warranties that the App shall operate with your system.

## **App Usage**

1. You shall use the App solely for your private, non-commercial and personal use.
2. You shall not sublicense or exercise this right without Riddle's prior written permission.
3. Accordingly, you undertake not to:
  - Use the App for any commercial or business purpose;
  - Use your access to the App or information gathered from it for the purpose of sending unsolicited bulk email, messages, etc.;
  - Enter without Riddle's consent into transactions or offer to make transactions with other users in respect of any goods or services, nor shall you use the App for the distribution of advertisement or illegal propaganda.
4. While using the App you shall not use any software intended for automation of the communication process or any other software not approved by Riddle.
5. You shall not publish any email, postal address, phone number, links and other contact details in the App.

## **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 App, belong to and vest in Riddle, or are licensed to Riddle unless otherwise specified. All such rights of Riddle 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 App content or the information contained therein for any purpose other than as set out above;
  - Use the App for any public or commercial purpose without Riddle’s prior written consent;
  - Provide hypertext links, URL Links, graphic links, hyperlinks or other direct connection for profit or gain to the App without Riddle’s prior written consent;
  - Display, publish, copy, print, post or otherwise use the App and the information contained therein for the benefit of any third party or website without Riddle’s prior written consent;
  - Process or otherwise use the App 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 App.
3. You shall grant Riddle a non-exclusive right (a simple non-exclusive license) to reproduce, distribute, translate and remake, as well as to communicate materials you post in the App or transmit to Riddle 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 in the App or transmit to Riddle by other means.

### **The App**

1. Third party websites containing links from the App which have not been verified or reviewed by Riddle shall be used and accessed by you at your own risk.
2. The password issued to you are personal to you in order to facilitate your use of and access to the App and shall not be disclosed to any third party without Riddle’s prior written consent.

3. In the event that you believe your password to have been compromised, you shall inform Riddle immediately, as you are responsible for any misuse of your password for which Riddle shall take no responsibility.
4. All communications sent by Riddle and attachments thereto are intended solely for the addressee and/or others authorized to receive them.
5. Riddle and the App may generate automated emails for the purposes of distributing information and/or entertainment. By using the App you agree and accept that you shall receive these messages and that not all messages or Communications which you receive may be genuine.
6. Riddle may assign the rights granted by you to third parties.

### **Communications**

1. Riddle 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 Riddle takes no responsibility to review the content of the Communications in the App, all of which are made available on the basis that Riddle 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 Riddle, unless otherwise specified by Riddle. In particular, but not limited to the above, Riddle is not responsible for and disclaims all liability in respect of any comments, views or remarks expressed in any Communications.
4. Riddle shall make no representations or warranties as to the accuracy, currency, or validity of the information and material contained within the Communications in the App, 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 in the App, you shall contact Riddle.
6. Riddle reserves the right to remove, partially remove or edit any Communication at its sole discretion.
7. Riddle shall use the information and other content, posted by you in the App 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 Riddle partners' websites and other, similar purposes.

8. You agree and undertake that you shall not use the App in such a way, or post to or transmit to the App 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 Riddle or the App;
- 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 App or Riddle into disrepute or solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing.

9. You agree to indemnify and not hold Riddle responsible against all liability it may have in respect of and arising out of your use of the Riddle services and your Communications.

**Please note:**

You shall use the App 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. Riddle 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 App and its services you accept that this is the case and accept the risk associated therewith. Riddle 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**

1. When you register with the Application, Riddle may ask you to provide some information, and you can provide it. Riddle can also store data about what services users of the Application are interested in, as well as traffic and usage of the Application. This information may be used for:
  - processing your Communications and in order to enable you to use the Application and services;
  - providing you with timely, efficient and reliable services;
  - countering fraud;
  - creating and maintaining your account;
  - prize draws;
  - general management of the App;
  - selection and personalization of the content that you use in the App, and Communications sent to you by Riddle;
  - moderation of the content that you post in the App. For this purpose, all necessary information, including the IP address, may be provided to a third party;
  - prohibiting the user from using the App at the sole discretion of Riddle, in case the user violates these Rules;
  - Sending cashier checks to the user in cases provided by law. In this case, you give Riddle your consent to the transfer of the data necessary for sending cash receipts to the person who will send them, to the processing by this person of such data in order to send you cash receipts, as well as to receiving messages containing data from cash receipts from such faces.
2. By submitting information, you expressly consent to such use.
3. Riddle may use the information received to select third-party advertising materials that may be of interest to you. In this case, there will be no transfer of information that allows you to identify you.

## **Liability**

1. Riddle provides and maintains the App for personal entertainment, on an “as is” basis.
2. Riddle shall be liable only to provide its services with reasonable skill and care and gives no other warranty in connection with the App.
3. Subject as aforesaid, Riddle 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 Riddle and Riddle 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 App 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 App;
  - 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 App, or from transmissions via emails or attachments received from Riddle 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 App 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 Riddle by unauthorized third parties;
  - All representations, warranties, conditions and other Terms which but for this notice may have effect.
4. Riddle does not warrant that the operation of the App shall be uninterrupted or error free.

## **Termination**

1. Riddle shall be entitled to terminate this Agreement and immediately remove, cancel or suspend access to and use of the

App 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. Riddle 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 Riddle's discretion, shall be construed as far as possible to reflect the intentions of either yourself as the user or Riddle 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 Riddle 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 Riddle 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.