

User Agreement

Effective Date: Jan 13, 2022

This web page represents a binding legal document and is the Terms and Conditions (hereinafter referred to as "Agreement") for our video-chat application – Alma (hereinafter referred to as "Application"). The term "Application" also includes and refers to web-sites <https://www.alma-app.co>

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. YOU SHOULD READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY BEFORE ACCESSING THE APPLICATION, AS USING, ACCESSING, AND/OR BROWSING THE APPLICATION CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT THE APPLICATION IMMEDIATELY AND DO NOT USE, ACCESS, AND/OR BROWSE IT FURTHER.

1. General Information of the

Agreement

1.1. What this document is about?

User Agreement (hereinafter referred to as the "**Agreement**") is an agreement between you ("**You**") and Alma Ltd ("**Company**", "**We**"). The agreement describes the relationship regarding the use of the <https://www.alma-app.co>, Alma applications and widgets on different websites (mutually hereinafter referred to as "**Application**"). The agreement governs your relations with the Company, and also sets the general rules for relations between users of the Application ("**Users**").

1.2. Legal nature of the Agreement

The legal nature of the Agreement constitutes it as a license agreement between You and the Company. The Company (licensor) grants to You (licensee) the right to use Application interface and its software features so that in the course of Your communication be able to transfer and reproduce the information, placed in the Application by You and other Users. The agreement is concluded for the entire period of use of the Application.

The Agreement does not provide for sublicensing rights. You are not entitled to transfer your rights under the Agreement to the third parties.

By concluding the Agreement, you are entitled to act only as a natural person. It is not possible to register account for the legal entities and other associations.

1.3. Other binding documents

The integral parts (appendices) to the Agreement are the [Privacy Policy](#) and the [Rules for communication](#) on the site. Acceptance of the Agreement constitutes the acceptance of all its integral parts. In case of conflict between the parts of the Agreement the main part of the Agreement having the greatest legal force and should be guided by.

1.4. Acceptance of the Agreement

This Agreement and its integral parts contain important provisions,

including, but not limited to our liability against You. Log into the Application, its use or viewing the information in it constitutes the acceptance of all the terms of the Agreement, therefore You are required to carefully read them. In case you do not agree with any condition of the Agreement, immediately close the Application and stop any use of it. If you still have questions regarding the Agreement, contact the Company for clarification.

2. Registration in the Application. Types of the Accounts

2.1. General Requirements for the Users

You have the right to conclude the Agreement and to use the Application in case of simultaneous compliance of the following requirements:

- You are fully capable and in a healthy mental state;
- You are not under the influence of alcohol, drugs, or pills that have side effects on your mental state;
- You are over 13 years old and you have reached the age of majority established in your country.

The Company has the right to establish additional requirements for Users, including requirements for location, age and others.

2.2. Registration

During the registration in the Application, you create personal account. There are two types of accounts available in the Application: a female account ("**Girl**") and a male account ("**Man**"). You have the right to register only one account that matches your biological gender.

Attention: when signing up with the Application, the system automatically takes a User's photo (hereinafter referred to as the "Avatar") and uses it for the User's profile. User can change the Avatar at any time by using one's personal account of the Application. It is strictly prohibited to use photos of other people as your Avatar – otherwise your Avatar will be qualified as misleading.

2.3. Information in the Account

During the registration Users are to indicate their contact information. Girls are to provide their passport details. Girls are obliged to inform the Company in the event of a change in passport data within seven days after

the change.

2.4. Name ban

The company have the right to refuse Your registration under a certain name, or to use the name or image in the Application if:

- you are trying to impersonate another person;
- the image or name is protected (o) as an object of exclusive rights;
- the name contains a link to a third-party resource (including social networks) or advertising (including advertising of a competing resource);
- the name indicates the minor age of the carrier;
- the name calls for actions prohibited in the Application;
- the name or image of vulgar or insulting the Members.

2.5. Request for the additional Information

We are allowed to request any additional information from You regarding Your age, name and other registration data. In case you refuse to provide us with such information, we have the right to terminate the Agreement with you and prohibit you from using the Application.

2. 6. Using the Application: Security Measures

During the registration process, you will be required to come up with a password and certain account information that will allow you to access our Application and/or Services. You agree to maintain the confidentiality of your password and account information.

You also acknowledge that you are personally responsible for the security of the device you use to connect to the Internet.

3. Communication in the Application

3.1. Content

Communication between Users is carried out by video through broadcasting (downloading) of Your own audiovisual content to the

Application. Users are also allowed to upload text and other information to their account in the Application. All audiovisual works, as well as texts and other information that you download or broadcast in the Application and will be further collectively referred to as "**Content**".

3.2. Application is a platform for communication

Application Alma is considered to be a platform for communication between the Users. Communication is to be carried out by correspondence, exchange of audio and video messages, participation in video chats. The Company does not provide users with services and guarantees regarding the quality and stability of the Application work, and does not interfere into the communications between Users, provided that the Users follow the general requirements for the content and comply with the Agreement.

3.3. Misuse of the Application

It is forbidden to use the Application for purposes not related to communication, in particular, for collecting data about Users, placement of advertising and other commercial information and for rebroadcasting third party content.

3.4. General requirements for communication

During the communication, You agree to comply with the certain rules regarding illegal, dangerous, abusive and other prohibited acts. [The Rules for communication](#) on the site, prepared by us, specify the list of prohibited actions. By communicating in the Application, you agree to comply all these rules.

3.5. Frank communication between users

The Users of the Application are to choose how frankly they can communicate with each other. The way You use the Application does state the way other Users use it. You are not allowed to make impartial conclusions about the moral, psychological and other quality of the User, based on the grounds whether the use or does not use the Application, how often they log in with the Application, with whom and in what way they communicate. The Company reserves the right to undertake legal measures against the persons who spread incorrect conclusions about the Application and its Users.

3.6. Prohibition of libel

It is forbidden to use the names of other persons in the Application, regardless of whether they are registered in the Application or not. You cannot use the Application to insult or defame another person. You agree to compensate the Company for all expenses that it will incur or may incur in the event of filing a claim for compensation against the Company for damage to honor and dignity from Users and third parties.

Code of User Conduct

3.7. As a User, you may make your Content available through the Application ("User Content"). You understand that by using our Application and/or Services, you may be exposed to content that is offensive, indecent, or objectionable. We have no control over User Content and do not in any way guarantee its quality, accuracy, or integrity. The Company is not responsible for the monitoring or filtering any User Content. Should any User Content be found unlawful (including any Content that violates these Terms and Conditions), the Company may submit all necessary information to the relevant authorities. Any other suspected fraudulent or criminal acts may also be immediately reported to the relevant authorities.

3.8. If any User Content or any User is found by or is reported to the Company as violating these Terms and Conditions, the Company has full authority to restrict the User's ability to make available User Content and/or use the Application ("temporary ban") and/or to immediately terminate this Agreement, and, therefore, the User's membership with or without notice to the User ("permanent ban").

3.9. For temporary bans the ban periods are determined by us and may be changed from time to time. You agree that the Company shall not be liable to you and other Application Users for any change of ban periods for any kind of violation.

3.10. Without limiting the foregoing, we have sole discretion to remove any Content that violates this Agreement or that is otherwise objectionable (for example, may be offensive, illegal or may violate copyright, harm or threaten the Application's security, as well as our staff and Users, etc.).

As a User, you agree not to use our Application and/or Services to do any of the following:

3.11. Upload, post, transmit or otherwise make available any User Content

that:

- Violates any local, state, federal, or international laws;
- Infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
- Harms, threatens (including, for example, blackmailing), defames, promotes racism, bigotry, hatred, violence or illegal activities, or is otherwise vulgar, obscene, abusive, harassing, tortuous, libelous, invasive of another's privacy, hateful, or racially, ethically, or otherwise objectionable and/or unlawful;
- Pursues or justifies the persecution of another person or an invasion of privacy;
- Provides the false and misleading information or promotes obscene, threatening, defamatory or indecent behavior;
- Promotes illegal or unauthorized copies of content created by other person and protected by copyright, namely, provides pirated computer software or links to it, as well as information on how to hack the devices for copy protection established by the manufacturer, or provides pirated media content or links to files with such media content;
- Otherwise links directly or indirectly to any materials to which you do not have a right to link;
- Demonstrates a pornographic or sexual, commercial and noncommercial content;

- Demonstrates the content of a sexual or violent exploitation of persons under 18 years or requests any personal information of such persons;
- Contains foul words, profanity, false information about sex, information about incest, rape, necrophilia, as well as any personal data of another registered user and threat of suicide or harm oneself or others, promiscuity;
- Provides instructional information on illegal activities such as manufacturing or buying illegal weapons, drugs, invading someone's privacy, etc.;
- Requests passwords or any personal information from other users for commercial and/or unlawful purposes;
- Distributes advertisements in chat rooms and private text messages;
- Involves any unauthorized commercial activities, including contests, sweepstakes, exchange, advertising and pyramid schemes;
- Contains any private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, and bank card numbers;
- Contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or to extract information from our Application and/or Services;
- Contains any unsolicited or unauthorized advertising, solicitations, promotional materials, junk mail, spam, chain letters, or any other

form of solicitation;

- In the sole judgment of the Company is objectionable or restricts or inhibits any other person from using or enjoying our Application and/or Services, or which may expose the Company, our affiliates, or our Users to any harm or liability of any type.

3.12. As a User, you also agree:

- not to use any device or software to inflict any damage to the Application and to bypass, to interfere or attempt to interfere with the normal functioning of the Application.
- not to perform any fraudulent or other unlawful acts involving the use of the Application, as well as any other actions that we or any other Application User may consider objectionable with regard to this Agreement, including, but not limited to unauthorized API-embedding, links posting, spam messaging, etc.
- not to take any action that will impose an excessive or disproportionately heavy load on our servers. If you find out that someone prepares a cyber-attack on the Application, you agree to inform the Company about the fact.
- not to engage in advertising or persuading other Users to buy or sell any products or services.
- that you will follow the Chat Rules.
- to use the available parental control tools (software for blocking and filtering specific applications and resources) in order to exclude the

minors' access to the Application.

- that you will not allow minors to use the Application and will not allow minors to communicate through the Application, or perform any other actions, which can be done through the Application.
- that you will not go half-naked or nude in front of the camera, expose your genitals to other Users, send other Users any kind of visual images and descriptions of nudity as well as verbal and written descriptions and audio-video content of an erotic/pornographic nature.

Attention: we reserve the right to take reasonable measures to prevent the sending of spam messages to Members.

3.13. In case if another User goes before you half-naked or nude in front of the camera or sends you visual images of any kind and/or descriptions of nudity, verbal and written descriptions and/or audio/video content of erotic/pornographic nature, represent and warrant that:

- You will not allow persons under the age of majority to access any content listed above or to see the half-naked/nude Application Users;
- You will immediately notify the us about the above-mentioned by clicking the "Abuse" button and break off any relationship with this

User.

3.14. You represent and warrant that:

- you will not use the Application in places, countries or regions where such action could be considered a violation of any law, regulation, rule, resolution, decree or custom.
- you will not record or capture in any manner any interactions with other Users (for example, what happens during your video or text chatting sessions), personal conversations as well as other personal and/or confidential information and upload it to the Internet and/or disclose it in any other way unless you are permitted or obligated to do so under relevant domestic and international laws.
- you will not record and/or use in any way (including subsequent viewing, downloading, copying, broadcasting, etc.) the Content.

3.15. Please note that we do not monitor any chat conversations between our Users. You understand that some Users may exhibit certain kinds of abusive and inappropriate behavior, including, but not limited to exposing their genitals on the camera. You agree to immediately stop using the Application if you think that this kind of behavior can lead to any kind of nervous or mental disorders or insult your religious beliefs. If you choose to

continue using the Application, you agree to bear all the risks and all the responsibility related to communicating with other Users.

4. Warnings

4.1. General principle: we are not responsible for You

You communicate in the Application voluntarily as a competent adult User. You are to decide whether to communicate or not, you are responsible for your actions, for what namely for what you say, do and send using the Application.

4.2. Are you allowed to communicate in the Application?

By the means of registration in the Application, you confirm that such communication is not prohibited by the legislation of your country. In case such communication in the Application or any types of such communication are prohibited or restricted in your country, then you are to independently limit your behavior in the Application so that not to violate the rules of law.

In case you are not sure what actions are prohibited or restricted in your country, you are to contact your local lawyer or attorney for clarification.

By the means of registration in the Application, you also confirm that communication in it does not violate the standards of morality in your country. All the consequences of non-compliance with such standards rests with You.

4.3. You get all the necessary permissions by Yourself

In case in your country any registration or certification is required in order to communicate in the Application or receive payment for communication, you are responsible for obtaining a permit, license or other necessary document.

4.4. You bear the costs

You bear the costs necessary for communication by yourself, pay for the technical equipment for video, Internet access, other tools and services necessary for communication. We do not reimburse these costs.

4.5. You are not our employee

The fact that you communicate in the Application, including on a paid basis, does not make You our employee. You are also not a principal or agent, employer or employee, partner, founder or member of the Company. You independently determine Your actions in the Application, and you are to bear all the responsibilities for them. The rules of communication established in the Application does not considered as job descriptions or other similar documents.

4.6. We do not guarantee the quality of the Content

The Company is not responsible for the quality of the Content created by Users, as well for the behavior of Users in the course of communication. Only Users can rate the Content that they view in the Application; You have the right at any time to stop communicating with a User who does not suit you. To get familiar with the Application, there is a trial version that allows you to rate the Content in the Application without paying for it.

You are not considered as the consumer of any services in the Application in the understanding of consumer protection legislation.

4.7. You may encounter adult content

In the Application you may come across visual, textual and other sexual information. In case you believe that such Content may lead to nervous or mental disorders or offend Your religious feelings, stop using the Application immediately.

While searching for the chat partner you can use the function "safe search" to be eliminated from the nudity session. By disabling "safe search", you constitute that you are ready to see adult Content.

4.8. Moderation of the Content

We promptly respond to your messages regarding the breach of the Agreement. The Company also undertakes certain efforts to prevent potential violations technically by the means of automatic monitoring of the Users behavior. However, we do not take preliminary check of the entire Content and cannot guarantee the absence of prohibited or offensive Content in the Application, as well as the absence of violations on behalf of the other Users.

4.9. We do not share the views of Users

We are not responsible for the ideas and views expressed by Users in the course of communication. These ideas and views are not considered as the views of the Company or its representatives. None of the Users are entitled to speak on behalf of the Company.

Similarly, reference to any pages, applications, programs in the Application does not mean that we endorse, guarantee or recommend the corresponding services, applications or programs.

5. Monitoring of the compliance of the Agreement

5.1. Recording of Communication

For the Agreement compliance monitoring, the Company has the right to

record the communication process, including saving correspondence and audio records, as well as taking screenshots of video broadcasts. The company does not use these records for other purposes. The Company may but is not obliged to provide you with copies of this records.

5.2. Automatic face recognition

The Company uses automatic identification of persons in the broadcasts and block accounts, through which strangers or unregistered users communicate.

5.3. Gesture check

The company is struggling with rebroadcasting videos in the Application. For this purposes, moderators of the Company are allowed to connect to the chat sessions and ask you to repeat some gesture after him. In case You fail to do so, your account will be blocked.

5.4. Mystery shoppers' checks

For the purposes to verify the compliance of the Agreement, in particular, the prohibition for communication with minors, the Company uses the mystery shoppers' check method. To do this, employees of the Company can connect to your chat sessions.

5.5. Company Support Contacts

In order to improve the quality of the Services, you have the right (and in some specified cases - are required) to inform the Company of all problems in the work of the Application or inappropriate behavior on behalf of the Users. For well-grounded complaints, we are allowed to grant You with additional (bonus) units of internal currency.

6. Payment for communication: general conditions

6.1. Paid functions of the Application

Communication in the Application is carried out on a payment basis. The

price of the internal currency and the price of communication are to be set by the Application algorithms.

The company receives a commission. This commission states the fee that Users pay for using of the Application functions. Currency exchange rates for the internal currency (money for minutes, minutes for points and money) are to be established by the Company and are subject to any changes without approval on the behalf of the Users.

6.2. Trial version

New Users are provided with the opportunity to get acquainted with the functions of the Applications in the free (trial) version. The functionality of the trial and main versions of the Application are the same. Subsequently, you have the right to purchase internal currency in order to continue communication in the Application.

6.3. Internal currency

There are two types of internal currency provided by the system: minutes and points. Minutes can be purchased for money in the Application. While viewing the payed content minutes are converted into points, which the

recipient (Girl) have the right to exchange into the money. The conversation of the minutes into the points depends on the current tariff, which is reflected in the Girls account along with the details.

6.4. Gifts

Users are allowed to give gifts in the Application by buying them for the internal currency. A gift, like internal currency, can be converted into the money. Receiving of the gift does not bind its recipient with obligations to perform any specific actions during communication. However, in cases frequent complaints are received regarding the User who deceive gifts by deception, We reserve the right to apply liability measures to him.

6.5. Bonuses

We are entitled to reward active Users with free minutes and other discounts as part of different bonus programs. We also reward Users with internal currency for their contribution to the modifications to the Application - for well-grounded complaints about inappropriate behavior of other Users. Bonus minutes and discounts can be accrued on certain conditions - for example, with an obligation to use them within a certain period.

6.6. Internal currency - not money

Neither in the internal currency, nor gifts are considered to be money. They are does not belong to the User on the property right. All cases of using internal currency and gifts are to be carried out in accordance with this Agreement. It is prohibited for the Users to transfer internal currency to each other and use it in any other ways, except those established by this Agreement and provided by the Application functionality.

6.7. Full terms of paid communication

Currently, there are the following Premium Subscription packages available:

- 1 day Trial – 1.99 USD + 10 Free Minutes. **In total: 1.99 USD**
- 1 month – 9.99 USD + 20 Free Minutes. **In total: 9.99 USD**
- 12 months – 4.99 USD per month + 200 Free Minutes. **In total: 59.88 USD**

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When the Premium Subscription is paid in a different currency, the money is converted at your Bank's current exchange rate.

After you have used all of your free Minutes, you can still buy Extra Minutes

to continue using the video chat or the video chat messenger.

The cost of 1 (one) Minute is 0.50 USD.

Currently, there are the following Minutes packages available:

- 10 Minutes – 5 USD
- 60 Minutes – 25 USD
- 360 Minutes – 100 USD

6.8. Changes in the terms of payment for communication

The terms of payment for communication and the conditions for refund from the account may be changed by the Company at any time without prior warning of the Users. In case this changes significantly change the terms of the Agreement, You have the right to terminate the use of the Application. In this case, you will be paid the amount of funds reflected in your account at the time of termination, taking into account conditions specified in clauses 8.1 and 8.2.

7. Purchase of internal currency

7.1. Minimum purchase amount

We are to set the minimum amount of money, requested for the purchase of internal currency. This amount may vary depending on the method of payment and may also change from time to time.

7.2. Subscription for the Application

You are allowed to purchase the Subscription to the Application. At the same time, we do not charge subscription fees without your consent (we do not charge tis fees automatically). In case the paid Subscription period has ended, you are to pay again for the further communication.

In case you subscribed was made before February 12, 2020, payments from your bank card will be charged automatically. In this case, to terminate the Subscription, you are to cancel it, otherwise the funds will continue to be debited from your card.

7.3. Chargeback. Refund Requirement

In case you do not agree with the amount charged with your bank card for the use of the Applications, please contact us prior to contact the issuer of the bank card for a refund (Chargeback). Your claim will be considered and in case we find it justified, the disputed amount will be returned to your card. Refund under the approved request may take up to 20 business days. In case we reject your request, You can contact the bank card issuer.

7.4. Confirmation of Bank details

The company has the right to request confirm the payment details from You. This may include information about your bank card (for example, photo of the last six numbers of your card, or a photo of the user holding the card, etc.), passport details or any other means of identification.

8. Refund of the funds from the account

8.1. Converting Points into the Money

Girls are allowed to convert points into the money, and then refund money from the Application to their bank card or electronic wallet. The minimum conversion amount is 5000 points. Money refund is to be made within 5 business days. The company agrees to payment the commission for the refund of the money.

Refund can be made (at the recipient's option):

- On VISA or MasterCard;
- On electronic wallets EpayServices, Yandex Money, Webmoney, Qiwi.

8.2. Taxes and Contributions for the Payments

While refunding the money into your wallet, we do not pay any pension, medical or other insurance fund contributions in your favor. In case communication in the Application and income receipt is subject of taxation in your country, you are to pay these taxes by yourself.

8.3. Converting minutes into the money (refund of minutes)

- A. Bonus minutes **cannot** be converted into money.
- B. Spent minutes **cannot** be converted back into the money.
- C. The minutes that **are not spent can be** converted back into the money and **refunded** to the bank card or to the electronic wallet **from which the purchase was originally made**.

8.4. Right of retention

Funds from your account may be partially or fully debited (withheld) in favor of the Company in case of violation the terms of the Agreement. The amount of such retention is to be determined by the Company.

8.5. Prohibition of payment by passing the Application

Users are not allowed to establish additional payment requirements for communication other than ones established by the Application. In

particular, it is forbidden to request additional payment for communication outside the Application (by PayPal, cryptocurrency, etc.)

9. Intellectual Property

(a) Intellectual Property Rights

9.1. All objects made available through the Application, including design elements, text, graphic images, illustrations, videos, scripts, software, music, sounds and other objects and their collections (all the mentioned objects shall be considered as included in the definition of "Content" given above) are subject to exclusive rights of the Company, Users and other rights holders, all rights in these objects being reserved.

9.2. Except as provided by these Terms and Conditions as well as by any relevant laws, no Content may be copied (reproduced), processed, distributed, displayed in the frame, published, downloaded, transferred, sold or otherwise used in full or in part without the prior permission of the right owner, unless the right owner has expressly agreed to free use of the Content by any person.

Reproducing, copying, collecting, systemizing, storing and transferring the Content in order to create a database whether for commercial and/or non-commercial purpose and/or using the Content in whole or its part regardless of the way of use is not allowed without the Company's consent.

Hereby We prohibit any use of the Application for the purposes to create derivative works, compilation and decompilation constructions, parse on the parts or reconstruction of the Application.

9.3. By making their lawfully owned Content available through the Application, the User grants other Users a non-exclusive right to use it in the framework of the functional provided by the Site by viewing, reproducing (including copying) and other rights exclusively for the purpose of personal non-commercial use, except where such use infringes or may infringe the right owner's interests protected by law.

9.4. The Content made available exclusively for the purpose of personal non-commercial use may be used by the User on the condition that all copyright marks or other authorship notices, name of the author and the work remain unchanged.

9.5. The User grants to the Company a non-exclusive right to use on a free of charge basis the Content made available through the Application and which lawfully belongs to them, so that the we may maintain the operation of the Application in the amount established by its architecture and functionality. The User also grants the Company a non-exclusive right to use their Content by copying, public performance, reproduction, processing, translation and distribution for or in connection with the purposes of the Site, including for the purpose of increasing its popularity. For these purposes, we may produce derivative works as well as take any other reasonably appropriate actions. The User also grants us a non-exclusive right to copy their Content in order to streamline and facilitate the publication and storage of the User Content.

9.6. The said non-exclusive right is granted for the period while the Content is available through the Application and extends to the territory of the countries all over the world. The end of this period (when the Content is no longer available through the Application – for example, removed by the User) and/or the end of the non-exclusive right duration do not carry a necessity of deletion by us of our promotional content including the said Content in any way (including its removal from the Internet). We have a right to transfer the rights described in this clause to third-parties. The User accepts that the we have a right to use functional and technical capabilities of the Application that provide displaying of the published Content,

including for the purpose of showing said Content as well as advertising.

9.7. If the User deletes their Content from the Application, the non-exclusive rights mentioned above will be automatically revoked. We reserve the right to keep backup and archive copies of the User Content during the required period of time, if needed due to technical peculiarities necessitating the normal functioning and performance of the Application.

9.8. Except for their own Content, the User is not entitled to upload or otherwise make available to the public any content taken from other applications, sites, databases as well as other intellectual property without the express consent of the respective intellectual property owners.

9.9. Any use of the Application or Content, except as permitted herein or except when the intellectual property owner expressly consents to such use in writing, without the prior written permission of the intellectual property owner is strictly prohibited.

9.10. Unless otherwise expressly provided for in these Terms and Conditions, no term may be interpreted as granting any intellectual property related rights to the Content.

9.11. The Application may contain our service marks and/or trademarks as well as those of our affiliates or other companies in the form of words, graphics, logos, etc. Your use of our Application and/or Services does not constitute any right or license for you to use our service marks and/or trademarks and/or those of third parties without the prior written permission of the Company or any respective third-party intellectual property owners.

(b) Intellectual Property Rights Infringement

9.12. The User bears personal liability for any Content or other information they upload or otherwise make available on or via the Application. The User does not have the right to upload, transfer, publish or otherwise make available Content through the Application unless they have the appropriate rights to do so, such rights being acquired by or transferred to them in accordance with any relevant legislation. Upon detecting any intellectual property rights violations, please file a complaint with us via our Customer Support.

9.13. We have a right but are not obliged to check the Application for prohibited Content and can delete or remove (with or without giving

appropriate notice) any Content at our own discretion if it is not in conformity with these Terms and Conditions.

(c) Royalty

9.14. Girls grants the right to use their images to the Company free of charge (including fragments of videos with their participation) for advertising, marketing and other commercial and non-commercial purposes. For these purposes, the Girls grant the Company non-exclusive license to the use of the relevant materials in any applicable ways including the creation of derivative works. The company has the right to transfer these rights to third parties.

Girls also provide the Company with the right to use their name free of charge (and, if available, a nickname) for advertising, marketing and other commercial and non-commercial purposes.

9.15. In addition to the funds that will be paid to You while converting the internal currency of the Application into the money, you declare the refuse to receive royalties for creating and broadcasting Content, including audiovisual works, for uploading your photos and other exclusive rights to

the Application.

(d) In case your intellectual property rights are violated

9.16 In case your intellectual property rights are violated in the Application, immediately inform Us at the following address: report@alma-app.co so that We can undertake all necessary measures or to contact you clarification of the situation.

10. Waiver of responsibility

10.1. Waiver of the Clams against the Company

By accepting the terms of this Agreement, you constitute your refusal of any claims against the Company at any time for any reason, including recourse claims, claims for compensation for physical or moral harm, damage to honor and dignity, direct damage, lost profits and other material losses. You are to refuse submission of any other claims that may arise in connection with the use of the Application and communication in it.

10.2. The application is used as is (As Is)

THE INFORMATION AND CONTENT FROM OR THROUGH OUR APPLICATION IS PROVIDED 'AS-IS', 'AS AVAILABLE', WITH 'ALL FAULTS', AND ALL EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED. OUR APPLICATION AND/OR SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS, OR OTHER LIMITATIONS.

10.3. Waiver of personal data requirements

By accepting the terms of this Agreement, you constitute the refusal to make any demands on the Company in case personal or other data placed in the Application is destroyed, lost or becomes subject to unauthorized access, no matter what the circumstances are.

10.4. Responsibility of the Company for violation of the exclusive rights of third parties

The Company is not liable, including subsidiary liability, for the violation of

the exclusive rights of third parties that committed on your behalf during communication, including copyright infringement of audiovisual works, photographs, comments, correspondence and any other information, as well as for violation of rights to means of individualization and other intellectual rights.

10.5. Company Responsibility for Content

The Company is considered to be an information intermediary and is not responsible for the uploaded content by Users. In case you found content that is prohibited, ambiguous, or violating the rights of third parties in the Application, immediately inform the Company at the following address: **report@alma-app.co** so that appropriate measures can be taken.

10.6. Company Responsibility for the Hacks

You acknowledge and agree that neither the Company nor the Application users, nor any other third party shall be liable for the losses incurred by you because of your negligent attitude to the safety of the device you use to connect to the Internet, or because you have disclosed/entrusted the information about your password or account to other persons or stored it

improperly.

Disclaimer: Errors and Corrections

10.7. WE DO NOT REPRESENT OR OTHERWISE WARRANT THAT OUR APPLICATION WILL BE ERROR-FREE OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT WE WILL CORRECT ANY ERRORS. WE DO NOT REPRESENT OR OTHERWISE WARRANT THAT THE INFORMATION AVAILABLE ON OR THROUGH OUR APPLICATION WILL BE CORRECT, ACCURATE, TIMELY, OR OTHERWISE RELIABLE.

Disclaimer: Third-Party Content, Goods and/or Services

10.8. CONTENT SUPPLIED BY THIRD PARTIES (FOR EXAMPLE, BY OTHER USERS, ETC.) WILL BECOME AVAILABLE TO YOU WHEN YOU USE THE APPLICATION. THE COMPANY HAS NO EDITORIAL OR OTHER CONTROL OVER SUCH CONTENT. ANY OPINIONS OR OTHER INFORMATION OR CONTENT EXPRESSED OR MADE AVAILABLE BY SUCH THIRD PARTIES, ARE THOSE OF THE RESPECTIVE AUTHOR(S) AND OWNER(S) AND NOT OF OUR COMPANY. THE COMPANY DOES NOT GUARANTEE THE ACCURACY,

COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE NOR THE LEGALITY OF ANY CONTENT PROVIDED BY ANY OF THESE PARTIES.

10.9. YOU UNDERSTAND THAT WE DO NOT OPERATE OR CONTROL THE PRODUCTS OR SERVICES OFFERED BY THIRD-PARTIES. THESE PARTIES ARE RESPONSIBLE FOR ALL ASPECTS OF ORDER PROCESSING, FULFILLMENT, BILLING, AND CUSTOMER SERVICE, AS WELL AS FOR ANY OTHER ASPECTS RELATING TO THEIR PRODUCTS OR SERVICES. WE ARE NOT A PARTY TO THE TRANSACTIONS BETWEEN YOU AND SUCH THIRD PARTIES. YOU AGREE THAT USE OF THIRD-PARTY SERVICES OR PURCHASE FROM ANY THIRD PARTIES IS AT YOUR SOLE RISK AND WITHOUT WARRANTIES OF ANY KIND BY US. ALL RULES, LEGAL DOCUMENTS (INCLUDING PRIVACY POLICIES), AND OPERATING PROCEDURES OF ANY THIRD PARTY WILL APPLY TO YOU WHILE ON ANY OF THEIR WEBSITES OR WHILE USING ANY OF THEIR APPLICATIONS.

10.10. YOU HEREBY ACKNOWLEDGE THAT NOTHING CONTAINED IN OUR APPLICATION (INCLUDING ANY CONTENT SUPPLIED BY US OR BY ANY THIRD PARTY) WILL CONSTITUTE FINANCIAL, INVESTMENT, LEGAL, AND/OR OTHER PROFESSIONAL ADVICE AND THAT NO PROFESSIONAL RELATIONSHIP OF ANY KIND IS CREATED

BETWEEN YOU AND THE COMPANY OR OUR USERS. YOU HEREBY AGREE THAT YOU WILL NOT MAKE ANY FINANCIAL, INVESTMENT, LEGAL, AND/OR OTHER DECISION BASED IN WHOLE OR IN PART ON ANYTHING CONTAINED IN OUR APPLICATION OR SERVICES.

Disclaimer: Warranties and Liability

10.11. THE COMPANY IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CONTENT MADE AVAILABLE OR OFFERED THROUGH OUR APPLICATION OR IN CONNECTION WITH OUR SERVICES BY USERS OF OUR APPLICATION. ALTHOUGH WE MAY PROVIDE RULES FOR USER CONDUCT AND POSTINGS, WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR WHAT USERS POST, TRANSMIT, OR SHARE THROUGH OUR APPLICATION AND/OR SERVICES, AND ARE NOT LIABLE FOR ANY OFFENSIVE, INAPPROPRIATE, OBSCENE, UNLAWFUL, COPYRIGHT INFRINGING OR OTHERWISE OBJECTIONABLE CONTENT YOU MAY ENCOUNTER WHEN USING OUR APPLICATION AND/OR SERVICES.

10.12. OUR APPLICATION AND/OR SERVICES MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. THE COMPANY ASSUMES NO RESPONSIBILITY FOR ANY

ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION, UNAUTHORIZED ACCESS TO, OR ALTERATION OF USER COMMUNICATIONS.

10.13. THE COMPANY IS NOT RESPONSIBLE FOR ANY TECHNICAL MALFUNCTION OR OTHER PROBLEMS OF ANY TELEPHONE NETWORK OR SERVICE, COMPUTER SYSTEM, SERVER OR PROVIDER, COMPUTER OR MOBILE PHONE EQUIPMENT, OR SOFTWARE, OR FOR ANY FAILURE OF EMAIL ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, OR FOR ANY COMBINATION THEREOF – INCLUDING INJURY OR DAMAGE TO USERS' OR ANY OTHER PERSON'S COMPUTER, MOBILE PHONE, OR OTHER HARDWARE OR SOFTWARE – RELATED TO OR RESULTING FROM THE USE OF OUR APPLICATION AND/OR SERVICES.

10.14. UNDER NO CIRCUMSTANCES WILL THE COMPANY (INCLUDING ALL OUR AFFILIATES) BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING ANY LOSS OR DAMAGE, PERSONAL INJURY, OR DEATH RESULTING FROM ANYONE'S USE OR INABILITY TO ACCESS OR USE OUR APPLICATION AND/OR SERVICES, OR ANY INTERACTIONS BETWEEN USERS OF OUR APPLICATION AND/OR

SERVICES, WHETHER ONLINE OR OFFLINE.

10.15. THE COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF OUR APPLICATION AND/OR SERVICES. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT OUR CONTENT AND/OR SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE OF ANY SUCH CONTENT OR SOFTWARE AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND REMOVE VIRUSES. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES CAUSED BY VIRUSES SOMEHOW ATTRIBUTED TO OUR CONTENT, SERVICES, AND RELATED SOFTWARE IS DISCLAIMED.

10.16. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT IF YOU OBTAIN CONTENT FROM OR THROUGH OUR APPLICATION (FOR EXAMPLE, BY DOWNLOADING A FILE SENT TO YOU BY ANOTHER USER) AND/OR SERVICES, YOU DO THAT AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR MOBILE DEVICE OR COMPUTER SYSTEM, LOSS OF DATA, OR OTHER HARM OF ANY KIND THAT MAY RESULT. WE AND ALL OUR AFFILIATES ARE NOT

LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

10.17. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE SUBSTANTIAL ELEMENTS OF THE CONTRACT BETWEEN YOU AND THE COMPANY – OUR APPLICATION AND/OR SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH OUR APPLICATION AND/OR SERVICES WILL CREATE ANY WARRANTY, REPRESENTATION, OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

10.18. REFERENCE TO ANY PRODUCTS, SERVICES, PROCESSES, OR OTHER INFORMATION BY TRADE NAME, TRADEMARK, MANUFACTURER, SUPPLIER, OR OTHERWISE DOES NOT CONSTITUTE OR IMPLY ENDORSEMENT, SPONSORSHIP, RECOMMENDATION, OR ANY AFFILIATION WITH US OR OUR APPLICATION.

Links to Other Websites or Applications

10.19. Our Application may from time to time contain links to other websites and/or applications ("Third Parties' Websites and Applications"). The Company has no control over the legal documents and privacy practices of third-party websites; you access any third-party websites at your own risk. We recommend that you review the privacy notice and terms and conditions of those websites to fully understand what information is collected and how it is used.

10.20. The Application may also contain links to Third Parties' Websites and Applications as well as articles, photos, illustrations, graphic images, music, sound, video, information, applications, software and other content belonging to or originating from said third parties ("Third Parties' Content"), which is their intellectual property, and which is protected in accordance with any relevant laws.

10.21. Inclusion of links to any website or application in our Application does not mean that we endorse, guarantee, warrant, or recommend the services, information, content, and/or data of such third-party websites or

applications.

10.22. We also do not check any Third Parties' Content for conformity with any legal requirements (truthfulness, completeness, good faith etc.). We do not bear liability for any information on Third Parties' Websites and Applications to which the User gains access via the Application or Third Parties' Content, including any opinions or statements expressed on the Third Parties' Websites and Applications or in their Content.

10.23. The fact that the Application may contain links or instructions for downloading files and/or installing third-party software does not mean that the we support and approve of these actions.

10.24. The fact that the Application may contain a link or reference to any site, product, service, information of commercial or non-commercial nature does not mean that the we approve of or recommend the above.

10.25. If the User decides to leave the Application for any Third Parties' Websites and Applications (in particular, by using a link which leads to any Third Parties' Websites and Applications) or use or install any third parties' software, they do it at their own risk – the moment the User leaves the

Application or starts using or installing any third parties' software, these Terms and Conditions cease to apply to the User (in respect to any Third Parties' Websites and Applications and/or any Third Parties' Content). When taking further actions, the User should follow the applicable documents (EULAs, Terms of Use, etc.) and policies of the persons whose websites, applications and other content they are going to use.

Limitation of Liability

10.26. IN NO EVENT WILL THE COMPANY OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR APPLICATION, CONTENT, SERVICES, OR ANY RELATED SOFTWARE ACCESSED THROUGH OR DOWNLOADED FROM OUR APPLICATION AND/OR SERVICES, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE COMPANY'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT WHICH IS

EQUIVALENT TO THE NUMBER OF MINUTES AVAILABLE AT THE USER'S APPLICATION ACCOUNT BALANCE AT THE MOMENT OF FILING THE CLAIM. MINUTES'S VALUE IS CALCULATED ACCORDING TO THE METHOD OF PAYMENT THAT WAS SELECTED BY THE USER WHEN PURCHASING THE MINUTES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Access to the Application. Technical issues

11.1. Recommended Software

For the best connection quality and maximum communication security, You are to update the operating system on your computer timely, use Google Chrome as your browser, do not use a VPN, and do monitor the sufficient speed of the Internet connection.

11.2. Responsibility for broadcast quality

The adherence to observing of the technical requirements for broadcasting lies with You. Communication problems or poor video quality may lead to the suspension of your account until the problems with the broadcast be resolved.

11.3. Data protection

The company puts all the efforts to store your data securely and prevent unauthorized access to it, as well as unauthorized processing, copying or deletion of personal data. We do not transfer your personal data to third parties, apart from cases described in the Agreement or in the Privacy Policy.

11.4. Transfer of the Access to the Account

You are not allowed to transfer the access data to the Application and your account to the third parties. You are to notify the Company immediately regarding of all cases of loss of the data for access, hacking or loss of the

access to your account.

11.5. Link Embedding to the Application

Embedding links to the Application for the other website or application (including with the use of the API) is allowed provided that the target website (application):

- Does not violate the law;
- Does not content pornographies;
- No part of the Application is deleted or hidden.

In case we are not satisfied with the placement of the link, we have the right to request you to remove such a link. We have the right not to explain the reasons.

11.6. Viruses and trojans

We are not responsible for the virus, trojans or other harmful programs

infection of your computer, even if such a situation occurred due to the use of the Application. We strongly recommend you to install the latest version of the antivirus program and update it on the regular basis to avoid data leaks or harm of the device you use to connect to the Internet.

11.7. Application Changes

The Company does not guarantee uninterrupted operation of the Applications 24 / 7. Maintenance of the Application may be terminated at any time, with or without warning.

The Application is constantly changing and updating. We are entitled to change the Application at any time without warning and any compensation, which may affect you.

12. Confidentiality

12.1. User Information

You are not allowed to disclose the names, nicknames, distinctive marks, sexual preferences, discussion topics, and any other personal information about users which became available to in the course of your communication. This provision applies permanently, even after the termination of the Agreement.

12.2. Prohibition for the contact exchange

Users are not allowed to disclose any information that allows to contact them outside the Application. In particular, it is forbidden to transfer phone numbers, accounts in messengers or addresses of social media pages, etc. The user is obligated to respond with an explicit refusal to any request for the personal contact information.

13. Communications. Termination of the Agreement

13.1. Messages from the Company

From time to time we are going to send you messages related to the work of Applications and its new features. You are to check support chats and e-mail on the regular basis for the purposes not to miss important information from Us.

13.2. Transfer of rights under the Agreement

You are not allowed to transfer your rights under this Agreement to the third parties. We are allowed to transfer our rights under the Agreement without any restrictions as a result of succession, assignment or other transactions. We are to inform you through the support chat in the Application or by e-mail if case the rights and obligations under this Agreement are passed to the third party.

13.3. Modification of the Agreement

We have the right to make any changes to the agreement, without your consent. These changes will be reflected in the Agreement placed in the public domain. In case You do not agree with the changes made to the Agreement, you have the right to terminate the Agreement.

13.4. Termination of the Agreement

You have the right to terminate the Agreement at any time. For this purpose, you should stop using the Application immediately.

We also have the right to terminate the Agreement at any time. Including, we entitled do so in case You do not use the Application (do not log in to your account) for more than a year. As a result, your account will be deleted.

14. Unlawful Activities

14.1. We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information relating to your profile, that is necessary or appropriate to such persons or entities, including e-mail addresses, usage history, IP addresses, traffic information, etc.

15. Other matters

15.1. Invalidity of Part of the Agreement

In case any clause of the Agreement is declared to be invalid, void or otherwise inapplicable, the rest of the Agreement will retain full legal force.

15.2. Validity period

The Agreement shall enter into force on the date of your registration and shall remain in force for the period of use of the Application or until we terminate or replace the Agreement with a new document.

15.3. Applicable law

Belize law is to be applied to the Agreement without regard to the conflict of laws. In the event of any legal disputes, they are to be resolved before a

Belize court.

15.4. Claim period

Any claim that is filled by You in relation to the Application must be filed within one year after reason of the complaint took place. On expiration of that time, such a right is to be lost forever and filing of such a claim is to be considered prohibited.

15.5. Court of justice

You hereby agree that in case of violation of the agreement from your part we are to incur irreparable losses. In this case, we will have the right (without any evidence of loss) to receive legal protection. However, the provision of legal protection to us by law does not limit us in obtaining other remedies available in accordance with applicable law.

15.6. Data We May Use

In case any dispute arises between the Company and the User, the Company also reserves the right to use as evidence confirming that you were actually using the Application (in some cases – as evidence of you being the real account owner) and provide to the relevant authority the following information: your Avatar; screenshots made by the system when you were searching for interlocutors; your IP-address; your country, region and city; type of browser and operation system that you were using.

15.7. Language of Agreement

This document is made in the different languages. In the event of any doubt or disagreement regarding its content or divergence in interpretation, the English text will prevail.

15.8. Names of clauses and subclauses

The names of the clauses and subclauses of the Agreement are not considered as the substantive part of these clauses and are given only for convenience of orientation.