

**TERMS OF USE
OF THE MOBILE APPLICATION
“Helper — help and advice from people in the know”**

Effective as of
January 2015

Last amended:
October 2015

1. GENERAL PROVISIONS

- 1.1. These Terms of Use of the Mobile Application (hereinafter, the “**Terms**”) regulate mutual rights and obligations of the Client and the Contractor (together, hereinafter, the “**Parties**”) during the Services provision.
- 1.2. During the effective period of the Terms, the Contractor shall provide the Services to the Client using the Application, and the Client shall undertake legal and financial obligations, as described below.
- 1.3. These Terms and the Privacy Policy, which is published on the Website and constitutes an integral part of the Terms, are public contract between the Client and the Contractor. By installing the Application on a mobile device, the Client confirms that he/she has read and understood these Terms and the Privacy Policy.

2. TERMS AND DEFINITIONS

- 2.1. As used herein, the terms shall have the following meaning:

Advice shall mean any information including, but not limited to a piece of advice, consultation, statement, idea, opinion or proposal provided by one Client to another through the Application.

Application shall mean “Helper — help and advice from people in the know”, an information platform, a mobile app, available for download on AppStore and GooglePlay, which is used by the Contractor to provide the Services to the Client. The Application includes several sections, inter alia, the special “Charity” section as referred to in Section 5 hereof.

Celebrity shall mean a person who agreed to participate in any form in the Charity Project of the Fund or the Contractor (except for charity donations).

Charity Donation shall mean a payment for the Charity Project, the amount of which is proposed by the Client and which is made by the Client in accordance with Section 6 hereof.

Charity Project shall mean: (1) a program organized by a Fund, which has certain charity purposes and which is supported by the Contractor; or (2) a program organized by the Contractor for the promotion and support of the Application.

Client shall mean a person who has installed the Application on a mobile device (either seeking for or providing Advice). By installing the Application to his/her mobile device, the Client confirms that he/she is at least 13 (thirteen) years old. By proposing some Advice and making donation through the “Charity” section of the Application, the Client confirms that he/she is at least 18 (eighteen) years old. The Client is an independent party and no joint venture, partnership, employment, or agency relationship exists between the Client and the Contractor as a result of these Terms or Client’s utilization of the Application.

Content shall mean all text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information and documentation, which are the intellectual property of the Contractor.

Contractor shall mean Helper Advisors LLP, a company in Scotland, Registration number: SO304566; Postal address: 84 Park Road, Rosyth, Fife, Scotland, KY11 2JL; the owner of a mobile application “Helper — help and advice from people in the know”, or other person expressly named as a contractor on the Website or on the Application download web-page.

Fund shall mean a charity fund, which cooperates with the Contractor for charity purposes to be achieved through the Application.

Payment shall mean a payment for the Services made by the Client in favor of the Contractor in accordance with Section 6 hereof. The Payment includes remuneration for an opportunity for the Clients to promote their Services and compensation of the Application maintenance costs, etc.

Privacy Policy shall mean a policy which is posted on the Website and which regulates privacy practices and procedures regarding the collection, use and disclosure of personal data during the term of the Services provision hereunder.

Prize shall mean an activity with or a thing of Celebrity who agreed to participate in the Charity Project in any form mentioned in the description of such Charity Project.

Prize Drawing shall mean the procedure of random selection of the winner, who receives the Prize, between the Clients who made Charity Donations for Charity Project.

Remuneration shall mean a payment for Advice provided by one Client to another, the amount of which is agreed by the Clients without engaging the Contractor, and which is made in accordance with Section 6 hereof.

Services shall mean any services that the Contractor provides to the Client in accordance with these Terms.

Website shall mean an information web-portal at the address <http://helper-app.com> that contains information on the Application and documents regulating the relationships between the Contractor and the Client.

- 2.2. All other definitions not specified in paragraph 1 hereof shall be determined in accordance with the current legislation applicable to these Terms.

3. SERVICES

- 3.1. The Services provided by the Contractor to the Client include, but are not limited to the following:
 - 3.1.1. providing the Application for free download on AppStore and GooglePlay;
 - 3.1.2. ensuring running of the Application from installation on to removing of the Application from a mobile device;
 - 3.1.3. enabling exchange of text and voice messages and/or video calls with other Clients using the Application;
 - 3.1.4. enabling provision and/or obtaining Advice to/from other Clients through various sections of the Application; enabling giving feedbacks on other Clients' Advice ('reviews');
 - 3.1.5. enabling Clients' contribution to Charity Projects through the "Charity" section of the Application, as referred to in the Section 5 of these Terms;
 - 3.1.6. enabling sending of SOS-messages about an emergency or event, with photo fixation of events and locations on the map (SOS function);
 - 3.1.7. enabling notifications of a problem that has arisen and of its solutions in social networks.
- 3.2. The Contractor shall render the Services specified in Paragraph 3.1 hereof, provided only that the Client has installed the Application on his/her mobile device and has the Internet access.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1. **Rights and obligations of the Contractor**
 - 4.1.1. Rights of the Contractor:
 - 4.1.1.1. to unilaterally amend the Terms with effect from publishing the new version of the Terms on the Website or on the Application download web-page on AppStore and GooglePlay;
 - 4.1.1.2. to take measures against the Clients whose Advice do not comply with applicable legislation (to lock out access to the Application, to delete such Advice);
 - 4.1.1.3. to lock out the Client's access to the Application if the Client violates the settlement procedure and

other provisions of the Terms or applicable legislation and/or takes actions that cause or may cause damage to the Application;

4.1.1.4. to delete Advice, if the content of such Advice violates the requirement set forth in Paragraph 4.2.2.10 hereof.

4.1.2. Obligations of the Contractor:

4.1.2.1. to provide the Services to the Client in accordance with Section 3 hereof.

4.2. Rights and obligations of the Client

4.2.1. Rights of the Client:

4.1.1.1. to download the Application from AppStore and GooglePlay on a mobile device free of charge;

4.1.1.2. to communicate with other Clients by exchanging text, voice messages and/or video calls using the Application;

4.1.1.3. to order and get Advice from other Clients through the Application;

4.1.1.4. to publish feedbacks (reviews) on other Client's Advice;

4.1.1.5. to publish descriptions of Advice using the Application; the descriptions include information on the value, terms, availability of Advice as well as conditions of waiver or extension of the period of Advice provision;

4.1.1.6. to change the terms, value of Advice as well as to cancel provision of Advice to other Clients with the following return of Remuneration;

4.1.1.7. to make Charity Donations to Charity Projects through the "Charity" section of the Application and to participate in the Prize Drawing;

4.1.1.8. to send complaints to the Contractor with respect to violations of the Client's rights envisaged by these Terms or effective legislation, due to the use of the Application.

4.2.1. Obligations of the Client:

4.2.2.1. at installation of the Application, to use only the mobile devices listed on the respective Application web-page on AppStore and GooglePlay in order to ensure the best running of the Application;

4.2.2.2. to raise no claims against the Contractor with respect to retention of the Payment in a form of interest envisaged herein;

4.2.2.3. to bear full legal and financial responsibility for its own Advice provided to other Clients through the Application;

4.2.2.4. if the ordered Advice has a description available, to comply with the conditions envisaged by the Advice description in the course of cooperation with the Client that provides the Advice;

4.2.2.5. to raise no claims against the Contractor in respect of Advice received from Clients through the Application;

4.2.2.6. not to exchange private contacts with other Clients, including, but not limited to, telephone numbers, e-mail addresses, Skype names etc.;

4.2.2.7. not to take steps to pay for Advice in contravention to the procedure set forth in Section 6 hereof, including, but not limited to advertising of a website containing personal or professional information on the Client, provision of personal contact details (telephone number, e-mail addresses, etc.), requirement to make any additional purchase or perform actions beyond the Application;

4.2.2.8. not to distribute advertising and/or spam through the Application;

- 4.2.2.9. not to distribute any misleading information through the Application;
 - 4.2.2.10. to perform no actions through the Application, which violate applicable legislation, including, but not limited to, intellectual property rights and personal data protection regulations;
 - 4.2.2.11. on request of the Contractor, to provide any additional information on the professional expertise if the Client provides Advice on issues, which are subject to licensing under the effective legislation.
- 4.2.3. Rights and obligations of the Parties are not limited to the rights and obligations, described in the Section above. They may be also prescribed in other Sections of these Terms and in the applicable legislation.

5. "CHARITY" SECTION OF THE APPLICATION

5.1. General Provisions

- 5.1.1. The "Charity" section of the Application allows the Clients to donate money for Charity Projects organized by the Fund or for the promotion and support of the Application.
- 5.1.2. By installing the Application and creating an account, the Celebrity confirms his/her obligation to participate in the Charity Project in a form agreed with the Fund or the Contractor (except for money donations). If the Celebrity makes a Charity Donation for the Charity Project, his/her status is equal to the Client's one, as stipulated in Paragraph 4.2 hereof.
- 5.1.3. In the "Charity" section the Contractor publishes descriptions of the Charity Projects, including the information on the Funds and Celebrities, which participate in the Charity Projects, the purpose and duration of the Charity Projects and the amount of the Charity Donations needed for achieving the purpose of the Charity Projects.
- 5.1.4. By using the "Charity" section of the Application, the Client helps the Charity Project to achieve success. The Client makes a donation to the Charity Project through the "Charity" section of the Application and participates in the Prize Drawing.
- 5.1.5. The Charity Donations are made in accordance with Section 6 hereof.
- 5.1.6. If the amount of collected Charity Donations needed to achieve the Charity Project's purpose is less than presented in the description of the Charity Project, the Contractor guarantees the achievement of the purpose in proportion to the amount collected. However, in this case the Celebrity has a right to refuse from participation in the Charity Project.

5.2. Donating for the Charity Projects of the Funds

- 5.2.1. The Fund provides the Contractor with the information on the Charity Project and provides details on the Fund itself (particularly, its name, year of establishment, activity purpose, etc.).
- 5.2.2. The Fund searches for the Celebrities, agrees with them on the participation in the Charity Project and proposes the candidates to the Contractor for the "Charity" section.
- 5.2.3. The "Charity" section is free of Payments for the Fund that organizes a Charity Project. Costs, paid by the Client through the "Charity" section as donation for Charity Projects organized by the Fund, are not the Payments in favor of the Contractor but rather in favor of the respective Funds.
- 5.2.4. If the amount of Charity Donations reaches the amount needed to achieve the Charity Project's purpose within its duration, the Contractor provides the Prize Drawing due to Section 7 hereof.
- 5.2.5. The report on the results of the Charity Donations or the link to the information on such results shall be published in the Application as soon as such information will be received from the Fund after each Charity Project.

5.3. Donating for the promotion and support of the Application

- 5.3.1. The Contractor encourages the Clients to participate in the promotion and support of the Application

through making the Charity Donations.

5.3.2. The Contractor periodically publishes the information on the Charity Project for the promotion and support of the Application, inter alia, the information on the Celebrities engaged into the Charity Project and the time of the next Prize Drawing.

5.3.3. Costs paid by the Client through the "Charity" section as donation for the promotion and support of the Application are not the profit of or the Payments in favor of the Contractor but rather the donations for the improvement of the Services provided through the Application.

6. PAYMENTS, REMUNERATION AND CHARITY DONATIONS

6.1. General Provisions

6.1.1. After the Application is installed, the Contractor shall open a virtual account for the Client.

6.1.2. The Client shall access his/her virtual account using the Application. The information concerning the amount of money on the virtual account of the Client is provided in the Application.

6.1.3. The virtual accounts shall be replenished by means of transfer via Paymentwall or by credit cards of the Clients. The Clients may add or withdraw money from their virtual accounts at any time; however, withdrawing is possible only within the amount of money on the Client's virtual accounts at the time of their request for the operation.

6.2. Remuneration:

6.2.1. The Remuneration shall be made in the payment currency agreed by the Clients at filing of a Client's request for Advice payment from the virtual account of one Client to the virtual account of the other Client.

6.2.2. At payment for Advice by means of transfer via Paymentwall or by credit card, the Contractor shall debit the Client's virtual account with the amount of the Remuneration and credit this amount to the other Client's virtual account.

6.2.3. The Remuneration shall be deemed paid when funds are credited to the account of the Client providing the Advice.

6.3. Payments:

6.3.1. If the Clients agreed to provide free Advice, the Payment shall not be made.

6.3.2. If the Client provides Advice through the Application to another Client for Remuneration, the Payment to the Contractor shall be made by the Client providing the Advice.

6.3.3. The Payment for the Services shall amount to 20% of the Advice value agreed by the Clients. If the Contractor decides to grant a part of the Payment for charity, the percent of the Payment used for charity shall be indicated by the Contractor on the Website.

6.3.4. The Contractor shall be entitled to unilaterally reconsider the amount of the Payment for the Services. The Contractor shall notify the Client of the reconsidered Payment by, and with effect from, publishing the new version of the Terms on the Website or on the Application web-page on AppStore and GooglePlay.

6.3.5. The Payment for the Services shall be made in the same payment currency as agreed between the Clients for the Remuneration.

6.3.6. The Payment is made automatically when the Client, who provides the Advice, receives the Remuneration for the Advice from the other Client. For this purpose, immediately after the Remuneration is credited to this Client's virtual account, the Contractor debits the Client's virtual account with the amount of the Payment and credits this amount to the Contractor's account.

6.3.7. The Payment shall be deemed paid when the funds are credited to the Contractor's account.

6.4. Charity Donations:

- 6.4.1. The Charity Donation shall be made in the payment currency agreed between the Client and the Contractor. To make a donation, the Client opens the "Charity" section of the Application, inter alia, the particular Charity Project, and follows the instructions on the screen.
- 6.4.2. The Charity Donation for the Charity Projects referred to in paragraph 5.7 hereof is made from the Client's virtual account to the account of the Fund, which organized the Charity Project.
- 6.4.3. The Charity Donation for the Charity Projects referred to in paragraph 5.8 hereof is made from the Client's virtual account to the Contractor's account.
- 6.4.4. At payment for the Charity Project, the Contractor shall debit the Client's virtual account with the amount of the Charity Donation. The Charity Donation shall be deemed paid when the funds are credited to the Fund's or the Contractor's account respectively.

7. PRIZE DRAWING

- 7.1. The Prize Drawing on certain Charity Project is organized by the Contractor at the time mentioned in respective section of the Application for the certain Charity Project.
- 7.2. The Prize Drawing takes place at the end of the duration of certain Charity Project between the Clients who made Charity Donations for this Charity Project, irrespective of the amount of Charity Donations being made. By making a Charity Donation, the Client confirms his or her wish to participate in the Prize Drawing.
- 7.3. The Prize Drawing is carried out by random selection of winners between the Clients, as mentioned in paragraph 7.2 hereof, through random picking systems.
- 7.4. After receiving the results of the Prize Drawing, the Contractor shall give a notice to the Client, who won, through the means of communication mentioned in the profile of the Client or through the "Charity" section of the Application.
- 7.5. If the Client has provided the Contractor with false or incorrect information on the means of communication in the profile, such Client loses his or her right to receive the Prize. The Contractor is relieved of its obligations to the Client.
- 7.6. The Contractor shall provide the detailed information on receiving the Prize to the Client, inter alia, the time and place of the activity with the Celebrity, personally through the means of communication mentioned in the profile of the Client.
- 7.7. The Client has a right to refuse from the Prize. The Contractor is relieved of its obligations to such Client.
- 7.8. Replacing of the Prize at any form is not allowed. If for some reason the Client cannot receive the Prize in person, the Client has no right to transfer his or her right to a third party. In the situation described, the Client is deemed to refuse from the Prize in accordance with paragraph 7.7 hereof.

8. PRIVACY PRACTICES

- 8.1. By logging in on the Application, the Client hereby consents to the collection, storage, use and disclosure of his/her personal data in accordance with the applicable legislation.
- 8.2. The relations of the Parties hereto specifically pertaining to privacy practices shall be governed by the Privacy Policy.

9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

- 9.1. The Client agrees that he/she uses the Application in his/her own risk. The Contractor does not warrant the accuracy and completeness of the information available on the Application. The Contractor does not warrant that the operation of the Application will be uninterrupted, error-free or without malicious programs or other defects.

- 9.2. By using the Application, the Client warrants that the money, which he/she used as a donation or to make Payments or Remuneration, belongs to him/her on lawful basis.
- 9.3. The Contractor shall not be liable for any damage, loss (direct, indirect, and incidental) and loss of profit, resulting from any violation in the Application operation and/or inability to use the Application.
- 9.4. The Contractor shall not be liable for accuracy, safety and reliability of Advice provided by one Client to the other Client through the Application, as well as for any damage caused by sharing such Advice.
- 9.5. The Contractor shall not be liable for any damage, loss (direct, indirect, incidental) and loss of profit, resulting from the Celebrities' refusal to participate in the Charity Project after their conforming to do so, taking into account Paragraph 5.10 hereof.
- 9.6. The Contractor does not warrant the realization of Charity Projects, organized by Funds. All responsibility arisen from that is laid on the Fund, which organized the Charity Project. The Contractor provides only information platform for such Charity Projects.

10. RESPONSIBILITY OF THE PARTIES

- 10.1. For non-performance or inadequate performance of their obligations, the Parties shall bear responsibility in compliance with applicable legislation, unless otherwise envisaged herein.
- 10.2. The Parties shall bear responsibility for the obligations as stipulated in Section 4 hereof.
- 10.3. The Client shall bear full responsibility, as envisaged by effective legislation, for any claims or lawsuits filed on the basis of such Client's Advice provided through the Application.
- 10.4. If the Client is not satisfied with quality or has other claims regarding any Advice provided, this Client shall be entitled to address the Client who provided the Advice and demand compensation of the value of the Advice.
- 10.5. If the Client fails to receive the compensation of the value of Advice, he/she will be entitled to address the Contractor and demand disclosure of the contact details of the Client, who has provided the Advice, indicated by the latter at installation of the Application. The Contractor provides the Client with necessary information to ensure the Client's possibility to file the case to the court. The Parties shall agree that such disclosure is not in breach of these Terms and the Privacy Policy.
- 10.6. The Client whose Advice caused damage to third Parties shall compensate for the damage in accordance with applicable legislation, in the amount up to the value of the Advice.

11. FORCE MAJEURE

- 11.1. In case of any circumstances of insuperable force (i.e. events of extraordinary or insuperable nature) that have occurred and remain in effect beyond the Parties' control and that a Party could neither foresee nor prevent for objective reasons, if these circumstances prevent a Party from proper fulfillment of its obligations hereunder, the term for fulfilment of such obligations hereunder shall be extended for the period of the effect of such circumstances of insuperable force but no longer than for 2 (two) months.
- 11.2. The circumstances of insuperable force shall include wars and other military operations, earthquakes, floods and other natural disasters, adoption of laws and regulations by state and local authorities, failure of power supply or communication system or other similar circumstances that prevent the Parties from proper fulfillment of their obligations hereunder.
- 11.3. A Party that have no way to properly fulfill its obligations hereunder due to circumstances of insuperable force shall notify the other Party of such circumstances and the estimated period of their effect, in writing, within 7 (seven) calendar days from the occurrence of the circumstances (enclosing evidence that proves existence of the circumstances). Otherwise, a Party at fault shall lose a right to refer to the circumstances of insuperable force as to a basis for non-performance of its obligations hereunder.
- 11.4. If circumstances of insuperable force or their consequences last in excess of 2 (two) months, the Parties may decide to terminate these Terms. A termination proposal shall be sent by one Party to another together with all required documents electronically, inter alia, by email.

12. DISPUTE SETTLEMENT PROCEDURE AND APPLICABLE LAW

- 12.1. The Parties shall endeavor to settle any and all contradictions that may arise between them in the implementation of these Terms by negotiations.
- 12.2. If the Parties fail to reach an understanding on a dispute within 30 (thirty) calendar days, the dispute shall be referred to a Scottish court in accordance with the applicable legislation.
- 12.3. The Client agrees that these Terms and the relationships between the Parties shall be governed by and construed in accordance with the laws of Scotland.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. All Content as well as the design, structure, selection, expression of any Content contained on or available through the Application or the Website, unless otherwise indicated, is owned, controlled, and licensed by the Contractor.
- 13.2. All Content is protected as a collective work under applicable law and international copyright laws.
- 13.3. The Contractor has the exclusive ownership of all present and future existing rights to Content of every kind and nature everywhere.
- 13.4. Copying on electronic media, duplication, use in third party sources, translation into other languages, archiving for commercial purposes without express written consent of the Contractor is prohibited. Any and all rights to publication and duplication are owned by the Contractor solely.
- 13.5. The Contractor shall provide to the Client a personal, world-wide, royalty free, non-exclusive and non-transferable license to use the Contractor's software within the Application operation.
- 13.6. If operation of the Application requires software download, such software may be updated automatically on the Client's mobile device every time a new version is released or a new function is integrated. In some cases, automatic update settings are allowed.

14. FINAL PROVISIONS

- 14.1. These Terms shall take effect from installation of the Application and remain in force until removing of the Application from the mobile device of the Client.
- 14.2. Any and all changes and amendments hereto shall not be valid until a new version of the Terms is published on the Contractor's Website or the Application web-page on AppStore and GooglePlay.
- 14.3. The Client shall be entitled to refuse from the Services of the Contractor unilaterally, at any time, by removing the Application from the Client's mobile device.
- 14.4. The Contractor shall be entitled at any time, with a 10-calendar-day electronic prior notice to the Client, to unilaterally terminate the Terms. At that, the Terms shall be deemed terminated from the date of such termination.
- 14.5. Invalidity of any of provisions hereof shall not lead to invalidity of all provisions of the Terms.
- 14.6. As regards the issues not regulated herein, the Parties shall be governed by requirement of applicable laws.
- 14.7. Should the Clients have any questions concerning the Terms, the Privacy Policy, or the Application, the Contractor encourages them to contact it by e-mail: support@helper-advisors.com.