USER AGREEMENT

Before You begin to use the application EQVI (hereinafter – the "**Application**") we ask You to closely familiarize with this User Agreement (hereinafter – the "**Agreement**"). Any use of the Application is permitted only subject to the terms hereof.

If You start using the Application in whatever form and by whatever medium, you accept the obligation to comply with the Agreement on the conditions set forth herein. If You find the terms and conditions of this Agreement unacceptable, You should discontinue use of the Application immediately.

1. TERMS AND DEFINITIONS

For the purposes of this Agreement, the following terms shall apply:

1.1. Application – EQVI LLC, a computer program in the form of an application for mobile devices that run Android or iOS operating systems, published at the appropriate official resources for the distribution of such computer programs, including, but not limited to, Google Play and Apple App Store, allowing selection of clothing, footwear and accessories in accordance with preferences of the Users determined via use of the Application, as well as informing Users of possibility to acquire such clothing, footwear and accessories from third parties.

1.2. User – a legally capable individual who has downloaded and installed the Application on a mobile device and intends to use the Application in the ways established herein for personal, non-entrepreneurial purposes.

1.3. Operator – EQVI LLC, registered in accordance with the laws of the USA, that owns exclusive rights to the Application as the Intellectual property.

1.4. Chatbot is a function of the Application implemented as part of the Application and designed to automatically send pre-recorded requests to the User, receive answers from the User in the form of text messages or by recognizing the User's speech for subsequent conversion into text messages, and provide the User with information about the Products.

1.5. Products – clothing, footwear and accessories, the images and brief descriptions whereof are provided to the User in the Application and which may be purchased by the User in the Stores.

1.6. Image – a set of Products that may be offered to the User for purchase in the Stores after analysis of information provided by the User in the Application.

1.7. Seller – a legal entity or a sole proprietor that owns the Store for selling Products, description whereof may be provided to the User in the Application.

1.8. Store – a website owned by the Seller or a person authorized by the Seller, that is intended to provide buyers with the information necessary to complete the purchase of the Products via the Internet, including the assortment of products, prices, the seller details, methods and terms of payment and delivery, as well as to receive orders for the Products from the buyers via the Internet and ensure the possibility of acquiring the Products by electronic means of payment.

1.9. Libria – a virtual conditional unit that is granted by the Operator to the User for purchasing Products at the Store, that entitles the User to receive Cashback in accordance with the terms and conditions hereof.

1.10. Cashback – part of money spent by the User on purchases at the Stores payable by the Operator to the User in accordance with this Agreement. The amount of Cashback payable to the User is equal to a certain percent of Libria as defined herein.

1.11. Personal Account – User's personal section of the Application interface that allows each User to view information on accrued Libria, modify personal data and Application settings, as well as to take other actions related to use of the Application hereunder.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. The Agreement governs the relationship between the Operator and the User arising from the use of the Application on the conditions specified in the Agreement .

2.2. This Agreement is a proposal that contains all the essential conditions of the contract between the Operator and the User to enter into an agreement in respect of Application use.

2.3. Use of any functions of the Application constitutes a full and unconditional acceptance of the Agreement by the User.

2.4. The User guarantees that he has all the rights and powers necessary to conclude and execute this Agreement when the User starts using any functions of the Application.

2.5. In accordance with the terms of this Agreement, the User receives a non-exclusive right to use the Application for personal, non-business related purposes, without the right to distribute, decompile, modify the Application or otherwise use the Application for any purposes except as indicated herein.

2.6. The Agreement may be amended by the Operator at any time without any special notice to the User. The new edition of the Agreement shall become valid when it's published in the Application. The User is responsible for regular familiarization with the current version of the Agreement.

2.7. The rights to the Application and any components (fragments) of the Application belong to the Operator. The rights to the images of the Products published in the Application belong to the Sellers or other persons who have granted the Sellers the right to use the image of the Products. The Operator provides access to the Application to all interested parties in accordance with the Agreement.

2.8. Nothing in the Agreement provides the User with the right to use the code or part of the code of the Application, company name, trademarks, domain names and other distinctive marks, as well as other results of intellectual activity that belong to the Operator on any legal basis. The right to use the company name, trademarks, domain names, names, and other distinctive marks of the Operator may be granted solely subject written agreement with the Operator. Designations, logos, trademarks or other results of the intellectual activity of third parties published in the Application or the Stores constitute intellectual property of the respective third parties and are protected by applicable law.

2.9. When publishing any information on the Products the Operator is guided solely by information available at the Stores. The Operator is not a party to the transaction, an agent or representative of any of the Sellers and/or other interested persons in respect of transactions for purchase and sale of Products, that may can be executed by the User and the Seller in the Store. All settlements between the Users and the Sellers are performed by them independently.

2.10. The Operator has the right to establish conditions, rules and restrictions for use of the Application. The Operator shall be entitled at any time to review or change the conditions of access to the Application, supplement, modify, restrict, expand the functional possibilities of the Application, including conditions for accessing the Application or specific functions of the Application.

2.11. By submitting the mobile phone number for creation of Personal Account the User consents to use of such mobile phone number for performance of this Agreement, effective functioning of the Application, effectiveness of the interaction between the User and the Operator, sending messages containing information about the Application, including information on existing or newly developed functionality of the Application, as well as other information directly associated with the implementation of the obligations of the Operator hereunder. The User's consent to use the mobile phone number as indicated in this clause of the Agreement is granted to the Operator and any third parties engaged by the Operator for due performance of this Agreement.

3. REGISTRATION AND PERSONAL DETAILS OF THE USER

3.1. In order to use certain functions of the Application, the User must go through the registration procedure for creation of a Personal Account in the Application.

3.2. Registration is considered completed when the User enters a valid mobile phone number in the Application interface and subsequently enters a code (password) sent to the User's mobile phone number provided by the User.

3.3. The User warrants and represents to the Operator that the details provided at registration are true, accurate relevant and unrelated to third parties.

3.4. If false information is provided by the User during the registration process or further use of the Application, the Operator has the right to block or delete the Personal Account at his discretion, terminating the User's right to use the Application.

3.5. The User is solely responsible for the safety and security of the User's mobile device and the means selected by the User for access to the Personal Account. Any action taken with the use of the User's mobile device with installed Application or the Personal Account are considered as actions taken by the User or his/her authorized representative. The Operator is not responsible for any negative consequences that may occur in connection with these circumstances.

3.6. One User has the right to have only one Personal Account, otherwise the Operator reserves the right to block and delete duplicate Personal Accounts.

4. USE OF APPLICATION

4.1. When the Application is launched for the first time the Chatbot is activated for collection of the following information on the User and the User's shopping preferences:
- User Name;
- User age range;
- User hair color;
- User eye color;
- Cost of the Products preferred by the User;
- Alleged patterns of User behavior in the scenarios proposed via the Chatbot;
- A set of character traits describing the supposed psychological type of the User;
- Style of the Products preferred by the User;
- The purpose of selection of the Products by the User;
- Other data required for the selection of the Products with the use of the Application.

4.2. The Application thereafter provides a selection of Images that can be offered to the User on the basis of information provided by the User according to clause 4.1. hereof.

4.3. After selection of Images is complete, the User has the right to request a demonstration of Images in the Application via the Chatbot.

4.4. Each Image contains several fragments of Product photographs that may be purchased by the User in the Stores.

4.5. When the User clicks on the fragment of Product photograph as part of the Image, a full photograph and a brief description of the Product as well as the "Buy" button are demonstrated to the User. When the User clicks on the "Buy" button, the User activates the application's functionality for demonstration of the Store webpage in the Application interface, that may be used by the User for purchase of the Products from the Sellers.

4.6. The Application function for demonstration of the Store webpage in the Application interface involves displaying information downloaded directly from the Store to the User's mobile device without receiving or storing any information from the Store on any equipment of the Operator.

4.7. Any functions of the Store, including viewing information about the Product, purchase and payment for the Products displayed to the User in the Application interface, are not functions of the Application itself and are provided by the Seller independently, without any participation of the Operator, except for displaying the Store webpage in the Application interface.

4.8. In the case of the acquisition of Products, the contract of sale of the respective Products is concluded directly between the Seller and the User without the participation of the Operator. All payments are made directly by the User to the Seller.

4.9. The User is entitled to save information about the Products in the "Favorites" section of the Application. When the User clicks the "Favorites" button or enters the text "Favorites" via the Chatbot, the Products that were previously added by the User to the "Favorites" section are displayed in the Application.

4.10. The User may use the "Search" function for selection of the Products. If the User selects the "Search" function, the User is given the opportunity to choose the criteria for the Products and thereafter view Images with the Products that meet the criteria selected by the User.

4.11. The User may at any time change the information provided for the selection of Products in accordance with clause 4.1. hereof in the "Change Parameters" section of the Application interface.

4.12. The User may contact the Operator for technical support by using the "Support" function of the Application interface.

4.13. When purchasing the Products in the Store displayed to the User through the Application interface, the User agrees that the Seller or the Seller's partners may provide the Operator with information about the fact that the User has made a payment for the Products in the Store for performance of this Agreement.

5. RECEIPT OF CASHBACK

5.1. Number of Libria that accrue in the case of payment for the Products is demonstrated in the Application in respect of each Product and may not exceed 10% (ten percent) of the purchased Products cost. Libria are granted to the Users within thirty (30) calendar days from the date of purchase of the Products.

5.2. If a certain number of Libria is granted to the User, such User has the right to receive a Cashback equivalent to _____% (_____ per cent) of accrued Libria in exchange for accrued Libria , subject to the following conditions:

- Payment for the Products that resulted in grant of Libria was not fully or partially cancelled or returned;
- The User's Personal Account is not blocked in accordance herewith;
- Libria were not cancelled by the Operator in the manner prescribed hereby;
- Payment of Cashback will not cause violations of the limits set for payments to individuals in accordance with applicable law.

Example: 100 accrued Libria may be used for receipt of Cashback equal to _____ USD.

The determination of whether or not a purchase qualifies for Cashback is at the sole discretion of the Operator. If a transaction is not reported to the Operator, inter alia, due to technical difficulties with operation of the Application, the Operator reserves the right to cancel the Cashback associated with that transaction. The Operator is not responsible for lost or stolen payments, or for payments delivered to the wrong address.

5.3. Upon cancellation or refund (including partial) of the payment for the Products, no Libria is granted to the User and the accrued Libria is cancelled.

5.4. Cashback payments shall be made within 3 (three) business days from the date of the User's request for Cashback via Application, subject to indication of the details of the User's bank payment card or other electronic means of payment if so allowed by the functionality of the Application. The Users will receive Cashback via the following payment services: _____.

5.5. Cashback shall be considered paid when the funds are credited to the User's bank account or virtual account (balance) of the electronic means of payment, the details whereof were indicated by the User in the Application.

5.6. From the moment the Cashback is paid to the User, the latter bears personal responsibility for declaring the corresponding income, paying all applicable taxes and other existing mandatory payments.

5.7. The Service Operator is not responsible for any consequences of the User's errors, including (but not limited to) incorrect indication of the User's information, including the details of the User's bank payment card or electronic means of payment.

5.8. Cashback is only payable by way of bank transfer or transfer of funds to electronic means of payment. Cashback is not payable in cash.

5.9. The operator shall pay cashback only in the currencies and in ways indicated in the Application. The Operator is not responsible for the impossibility of receiving the Cashback by

the User in currencies other than those indicated in the Application. The Operator is not responsible and does not compensate any additional costs, including currency conversion costs, which may be borne by the User upon payment of Cashback to an account opened in a currency other than specified in the Application.

5.10. The Cashback amount to be paid shall not be less than _____ (_____) USD.

5.11. Cashback payment may be unilaterally suspended by the Operator if the Operator detects any suspicious actions or violations associated with the User's Personal Account. In this case, the Administration may contact the User by mobile phone specified by the User to confirm the actions of the User.

5.12. In order to prevent fraudulent actions on the part of Users, the Operator reserves the right not to pay Cashback until the User provides the actual confirmation of payment for the Products, namely a screenshot of a photograph or a check, payment order or other document confirming the payment for the Products in accordance with the applicable law. In case of refusal to provide relevant confirmations, the Operator has the right to refuse to pay Cashback.

6. TERMS OF USE OF THE APPLICATION

6.1. When using the Application, each User is disallowed to:

6.1.1. Register as a User or use the Application on behalf of or instead of another person;

6.1.2. Use the credentials of another registered User;

6.1.3. Download, store, publish, distribute and provide access to or any other way use any information which:

- contains threats, discredits, offends the honor and dignity or business reputation or violates the private life of other Users or third parties;
- violates any rights of third parties;
- is vulgar or obscene, contains pornographic images and / or texts and / or scenes of a sexual nature;
- contains scenes of inhumane treatment to animals;
- contains the description of the means and methods of suicide, any incitement to his commission;
- propagandizes and / or promotes incitement to racial, religious, ethnic hatred or enmity, propagates fascism or ideology of racial superiority;
- contains extremist materials;
- promotes criminal activity or contains advice, instructions or guidelines for committing criminal acts;
- contains information of limited access, including, but not limited to, state and commercial secrets, private information of third parties;
- contains advertisements or describes the attractiveness of the use of narcotic substances, information on the distribution of drugs, recipes for their manufacture and tips for use;
- has a fraudulent nature;
- Violates the applicable legislation.

6.1.4. Download, store, publish, distribute, and provide access to or any other way to use the intellectual property of the Operator, the Users and third parties;

6.1.5. Send mass mail to the addresses of other Users;

6.1.6. Use the software and carry out actions aimed at disrupting the normal functioning of the Application, Personal Accounts of other Users or Stores by any means;

6.1.7. Download, store, publish, distribute and provide access to or any other way to use viruses, Trojans and other malicious programs;

6.1.8. Use any automated scripts (programs, bots, crawlers) to gather information in the Application;

6.1.9. Obtain access to the credentials or mobile device of another User by any means, including deception, abuse of trust and hacking;

6.1.10. Carry out illegal collection and processing of personal data of other persons;

6.1.11. Use the Application in any ways other than through the interface provided by the Operator;

6.1.12. Reproduce, duplicate, copy, sell, carry out trading operations and resell access to use of the Application for any purpose;

6.1.13. Post any other information that, in the opinion of the Operator, is undesirable does not meet the goals of creating the Application or infringes on the interests of Users;

6.2. The User is personally responsible for any information published by the User in the Application.

6.3. In case of disagreement of the User with the Agreement or amendments or additions to the Agreement, the User is obliged to cease further use of the Application.

7. LIMITATION OF LIABILITY

7.1. The operator does not bear responsibility for the damage caused to the User as a result of improper use of the Application.

7.2. The Operator shall not be responsible for the content and operation of any Stores, including content of the Stores displayed through the Application interface.

7.3. The Operator shall not be responsible for the quality of Products offered by the Sellers as well as the Seller's obligation to transfer the Products to the User. The User hereby acknowledges and agrees, that any complaints regarding the quality, quantity and completeness of Products, as well as the terms and conditions of delivery and return of Products shall be sent by the User directly to the respective Seller. The Operator shall not pay any compensations or participate in resolution of any claims related to the Products or obligations of the Sellers. The Operator does not offer any warranties for the Products and any other offers being provided by the Sellers. The Operator does not control these Sellers, does not endorse them, and is not responsible for any aspects of their websites or businesses. The Sellers may at any time alter any information concerning the Products.

7.4. The User shall be responsible for all actions taken with the use of the Application in accordance with this Agreement and the applicable legislation.

7.5. The Application is provided "as is", without guarantees of quality and suitability for any explicit or implied purposes of the User. The Operator has the right, if necessary, at his own discretion in case of violation by the User of any conditions of this Agreement or the applicable legislation, to terminate access of the User to the Application without any prior notice.

7.6. The Operator does not guarantee that the Application will work continuously and without errors. In the case of the presence of errors and malfunctions the Operator shall eliminate such errors in reasonable time.

7.7. The User agrees with the fact that any transfer of any information on the Internet, including secure transfer of information in encrypted form, is not guaranteed to be protected from unauthorized access to it by third parties. Therefore the Operator shall not be responsible for any damage that may occur due to the unauthorized access of third parties to the User's information.

7.8. The Operator shall not be responsible for completeness and accuracy of information about the Product, including Product images, use of trademarks / logos / other results of intellectual activity of third parties by the Sellers, sale conditions offered by the Sellers. If any Seller violates the rights of third parties to intellectual property, claims related to such violations shall be sent directly to the Seller that has committed such violation. The Operator does not resolve such claims and does not pay any compensation.

7.9. The Operator has the right to dispose of statistical information related to the operation of the Application, as well as information received from Users to ensure targeted display of advertising information to various audiences of Users. For the purposes of organizing the functioning and technical support of the Application and the execution of the Agreement, the Operator has the technical ability to access the personal pages of Users, which is implemented only in cases indicated herein.

7.10. The Operator is entitled to send information about the development of the Application and its functionality to the User, as well as to advertise its own activities. The Operator shall not be responsible before the User or to any third party for failure indirect, incidental, unintentional

damage, including lost profits or lost data, damage to the honor, dignity or business reputation, caused in relation to use of the Application, content of the Application or other materials that may be accessed by the Users.

7.11. The Operator provides only technical possibility to use the Application and does not bear responsibility for the actions or omissions of any persons in respect of the use of the Application or the content of Personal Accounts.

7.12. The Operator takes all necessary technical and organizational measures to ensure information security and normal operation of the Application, however, under no circumstances it is responsible for non-fulfillment or improper fulfillment of obligations, as well as possible damage resulting from:

- unlawful actions of third parties aimed at violating information security or the normal functioning of the Application ,
- failures in the Application, caused by errors in the code, computer viruses and other harmful code fragments in software applications ,
- absence (impossibility of establishing, termination, etc.) of Internet connections with the Operator's servers or the Stores ,
- state restrictions that make it difficult or impossible to fulfill the obligations hereunder,
- other cases related to the inability to use the Internet and / or computer equipment as a result of actions or omissions of third parties.

7.13. The Operator is not responsible:

- for losses incurred by the User or third parties as a result of the User reporting inaccurate information, as well as caused by the actions (inaction) of the User.
- for losses incurred by the User as a result of disclosure of information provided by the User to third parties through User's fault.
- for any disputes and disagreements arising between the User and third parties, including Sellers, if such disputes and disagreements are not caused by violation of Operator's obligations hereunder.

7.14. In any circumstances, the responsibility of the Operator to the User limited to an amount equal to 10 (ten) US dollars.

8. PERSONAL DATA PROCESSING

8.1. The operator processes the personal data of users in accordance with the requirements of the US and European legislation.

8.2. The purposes for processing the User's personal data are as follows:

- Selection and provision of information about the Products based on the data provided by the Users;
- Registration of Users in the Application;
- Providing access to the User's Personal Account ;
- Providing the User with the opportunity to use the functionality of the Application;
- Payment of Cashbacks/

8.3. The list of personal data being processed: name, contact phone number, age range; hair color; eye color.

8.4. Each User agrees to processing of his/her personal data by the Operator upon submission of such personal data to the Operator in order to perform the Operator's obligations hereunder.

8.5. Each User may change his/her personal data in the Personal Account at any time.

8.6. Each User may at any time terminate this Agreement unilaterally and withdraw his/her consent to the processing of personal data by the Operator by sending a respective statement in written or electronic form to the Operator. Withdrawal by the User of his/her consent to the processing of personal data by the Operator shall be considered as termination of the Agreement by the User and entails the termination of the User's access to the Application.

8.7. All other issues related to processing of the Users' personal data by the Operator are regulated by the Privacy Policy, available at _____.

9. TERMINATION OF THE AGREEMENT

9.1. The Operator has the right to amend the terms of the Agreement at any time. Changes made by the Operator are mandatory for the Users from the moment when such changes are published in the Application.

9.2. In case of disagreement with the changes in the conditions of the Agreement, each User is entitled to unilaterally order to refuse from the execution of the Agreement by discontinuing use of the Application within 3 (three) calendar days following introduction of changes to the Agreement.

9.3. The Operator shall be entitled to unilaterally refuse from performance of the Agreement and delete the Personal Account of the User by publishing respective notice in the Application at any time, and the Agreement is considered terminated on the expiry of 15 (fifteen) business days after relevant notice. The Operator shall be entitled to unilaterally refuse from performance of the Agreement and delete the Personal Account of the User only if such User has violated the terms and conditions of the Agreement or if the Operator had decided to terminate the operation of the Applications.

10 . FINAL PROVISIONS

10.1. This Agreement shall be governed and construed in accordance with legislation of the USA.

10.2. The Agreement shall become valid from the moment of its publication in the Application and remain valid until adoption of the new version of the Agreement.

10.3. In the event of a dispute between the Operator and the User related to the execution of the Agreement, it is resolved by agreement of the Parties or, if it is impossible to reach agreement, it is resolved by the court at the Operator's location. Applicable law is the law of the USA.

10.4. All changes to this Agreement, correspondence between the Parties, notifications and appeals shall be drawn exclusively in English.

Details of the Operator:
Company name: EQVI LLC
Address: ALBANY, NY, 12207, 90 STATE STREET STE 700 OFFICE 40
Email Address : info@eqvilibria.com