END USER LICENSE AGREEMENT (EULA)

EQUES DATING APPLICATION

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Version: 1.0

This End User License Agreement ("EULA", "Agreement") is a legal agreement between you ("You", "User") and "VIGIS PRO" Ltd. "Company", "We", "Us"), a company organized under the laws of Bulgaria, with company identification number (UIC/BULSTAT) 207474960, having its registered office at Sofia, Vitosha District, 1a Prof. Nikolay Derzhavin Street, for the use of the Eques mobile dating application ("App", "Application", "Service").

PLEASE READ THIS EULA CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING THE APP.

1. INTRODUCTION

The Eques dating application is a mobile platform designed to connect individuals and establish personal relationships. By downloading, installing, accessing, or using the App, you acknowledge that you have read, understood, and agree to be bound by this EULA and our Privacy Policy.

IMPORTANT: IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS EULA, DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE THE APPLICATION.

2. DEFINITIONS

For the purposes of this EULA:

"Account" means your unique user profile created through registration

"Content" means any text, images, videos, audio, or other materials uploaded, downloaded, or appearing on the App

"User Content" means Content that Users provide to be made available through the App

"Personal Data" means any information relating to an identified or identifiable natural person

"Premium Services" means paid subscription features including Platinum and Diamond plans

"Digital Services" means services allowing users to create, process, or store data in digital form

3. LICENSE GRANT

3.1 Limited License

Subject to your compliance with this EULA, we grant you a limited, non-exclusive, non-transferable, revocable license to:

- Download and install the App on mobile devices you own or control
- Access and use the App for your personal, non-commercial use

3.2 License Restrictions

You shall not:

- Copy, modify, distribute, sell, or lease any part of the App
- Reverse engineer, disassemble, or attempt to extract the source code
- Use the App for any illegal or unauthorized purpose
- Violate any laws in your jurisdiction
- Create multiple accounts or use false information
- Share your account credentials with others

4. USER REQUIREMENTS AND RESPONSIBILITIES

4.1 Eligibility

- You must be at least 18 years old to use the App
- You must have legal capacity to enter into binding contracts
- You must not have been convicted of any illegal acts involving fraud, sexual offenses, violence, terrorism, or hate crimes

4.2 Account Security

- You are responsible for maintaining the confidentiality of your login credentials
- You are responsible for all activities that occur under your Account
- You must immediately notify us of any unauthorized use of your Account

4.3 User Conduct

You agree to:

- Provide accurate, current, and complete information

- Update your information to maintain its accuracy
- Respect other users' rights and privacy
- Not engage in harassment, discrimination, or abusive behavior
- Not use the App for commercial solicitation
- Comply with our Community Guidelines

5. USER-GENERATED CONTENT

5.1 Ownership

You retain ownership of your User Content. However, by uploading Content to the App, you grant us a worldwide, non-exclusive, royalty-free, perpetual, transferable license to use, copy, modify, create derivative works from, distribute, publicly perform, and display your User Content in connection with operating and promoting the App.

5.2 Content Standards

Your Content must not:

- Violate any laws or regulations
- Infringe any third-party rights
- Contain harmful, offensive, or inappropriate material
- Include personal contact information
- Depict individuals without their consent
- Contain malicious code or spam

5.3 Content Removal

We reserve the right to remove any Content that violates this EULA or our Community Guidelines, with or without notice.

6. PREMIUM SERVICES AND PAYMENTS

6.1 Subscription Plans

The App offers premium subscription plans:

- **Platinum Plan**: Unlimited likes, 5 super likes per month, incognito mode
- **Diamond Plan**: Unlimited likes, 15 super likes per month, incognito mode, see who likes you, profile boost

6.2 Additional Services

- Profile visibility boosts (24 hours, 5 days, 10 days)

- Additional super likes packages (5, 20, 50)

6.3 Billing and Renewal

- Subscriptions automatically renew unless cancelled before the renewal date
- Payments are processed through approved payment methods (including Apple Pay, Google Pay, and credit/debit cards)
- All prices include applicable taxes (including VAT where applicable)
- Currency and pricing may vary by region

6.4 Free Trials and Promotional Offers

- We may offer free trials or promotional pricing
- Any free trial will automatically convert to a paid subscription unless cancelled before the trial ends
- Trial terms and conditions will be clearly displayed before subscription

6.5 Cancellation and Refunds

- You may cancel subscriptions through your account settings
- For App Store purchases: Manage subscriptions in your Apple ID account settings
- For Google Play purchases: Manage subscriptions in your Google Play account settings
- Refunds are handled according to the respective store policies (Apple or Google)
- Deleting the App does not cancel your subscription

6.6 Price Changes

- We reserve the right to change subscription prices
- Price changes will not affect existing subscriptions until renewal
- You will be notified of price changes before renewal

6.7 Restoration of Purchases

- You can restore previous purchases when reinstalling the App or using a new device
- Use the "Restore Purchases" function in the App settings

7. PRIVACY AND DATA PROTECTION

7.1 Privacy Policy

Your privacy is important to us. Our collection and use of Personal Data is governed by our Privacy Policy, which is incorporated into this EULA by reference. By using the App, you consent to our data practices as described in the Privacy Policy.

7.2 Data Collection

We collect and process personal data including but not limited to:

- Registration information (name, email, age, gender)
- Profile information (photos, interests, location)
- Usage data and device information
- Communication data between users

7.3 International Data Transfers

Your data may be transferred to and processed in countries other than your country of residence. We ensure appropriate safeguards are in place for such transfers.

7.4 Data Security

We implement appropriate technical and organizational measures to protect your personal data against unauthorized access, alteration, disclosure, or destruction.

7.5 Third-Party Services

The App may contain links to third-party services. We are not responsible for the privacy practices of these third parties.

8. INTELLECTUAL PROPERTY

8.1 App Ownership

The App and all its original content, features, and functionality are owned by Widgis Pro Ltd. and are protected by international copyright, trademark, and other intellectual property laws.

8.2 Feedback

Any feedback, suggestions, or ideas you provide about the App become our property and may be used without compensation to you.

9. DISCLAIMERS AND LIMITATIONS OF LIABILITY

9.1 "As Is" Basis

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

9.2 No Guarantee of Relationships

We do not guarantee that you will find romantic partners or form any relationships through the App.

9.3 User Interactions

You acknowledge that:

- We do not conduct criminal background checks on users
- We cannot guarantee the accuracy of user information
- You interact with other users at your own risk
- We are not responsible for user conduct online or offline

9.4 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Widgis Pro Ltd., its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses arising from:

- Your violation of this EULA
- Your User Content
- Your use of the App
- Your interactions with other users

11. TERMINATION

11.1 Termination by You

You may terminate this Agreement at any time by deleting your Account and uninstalling the App.

11.2 Termination by Us

We may terminate or suspend your access immediately, without prior notice, for:

- Violation of this EULA
- Fraudulent or illegal activities

- Harmful behavior toward other users
- At our sole discretion for any reason

11.3 Effect of Termination

Upon termination:

- Your license to use the App ends immediately
- We may delete your Account and Content
- You remain liable for any outstanding payments

12. DISPUTE RESOLUTION

12.1 Governing Law

This EULA is governed by the laws of Bulgaria, without regard to conflict of law principles.

12.2 Dispute Resolution

Any disputes arising from this EULA shall be resolved through:

1. Good faith negotiations between the parties
2. Mediation if negotiations fail
3. Competent courts in Sofia, Bulgaria

13. GENERAL PROVISIONS

13.1 Entire Agreement

This EULA constitutes the entire agreement between you and Widgis Pro Ltd. regarding the App.

13.2 Modifications

We reserve the right to modify this EULA at any time. We will notify you of any changes through the App or email. Your continued use of the App after changes constitutes acceptance.

13.3 Severability

If any provision of this EULA is found unenforceable, the remaining provisions will remain in effect.

13.4 Assignment

You may not assign or transfer your rights under this EULA. We may assign our rights to any successor or acquirer.

13.5 Waiver

No waiver of any term of this EULA shall be deemed a further or continuing waiver of such term or any other term.

13.6 Export Compliance

You may not use or export or re-export the App except as authorized by United States law and the laws of the jurisdiction in which the App was obtained. You represent and warrant that you are not (a) located in a country that is subject to a U.S. or EU Government embargo, or that has been designated by the U.S. or EU Government as a "terrorist supporting" country; and (b) listed on any U.S. or EU Government list of prohibited or restricted parties.

13.7 U.S. Government Rights

If the App is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor, then the Government's rights in the App shall be as set forth in the applicable contract and in accordance with applicable law.

14. SAFETY AND COMMUNITY GUIDELINES

14.1 User Safety

- We encourage users to report any suspicious or inappropriate behavior
- Never send money or share financial information with other users
- Meet in public places for first meetings
- Tell friends or family about your plans
- Trust your instincts

14.2 Prohibited Activities

You may not:

- Use the App for commercial or promotional purposes
- Solicit money or financial information
- Harass, stalk, intimidate, assault, defame, harm or otherwise mistreat any person
- Impersonate any person or entity
- Post content that promotes discrimination, hatred, or harm
- Use the App to conduct illegal activities

14.3 Reporting and Enforcement

- Users can report inappropriate behavior or content
- We reserve the right to investigate and take appropriate action
- Violations may result in warning, suspension, or permanent ban

15. ACCESSIBILITY

We strive to make our App accessible to users with disabilities. If you have difficulty using any part of the App, please contact our support team for assistance.

16. CHILDREN'S PRIVACY

The App is not intended for users under 18 years of age. We do not knowingly collect personal information from children under 18. If we become aware that we have collected personal information from a child under 18, we will take steps to delete such information.

17. CONTACT INFORMATION

For questions about this EULA, please contact us at:

“VIGIS PRO” Ltd.
Address: 1a Prof. Nikolay Derzhavin Street, Vitosha District, Sofia, Bulgaria
Email: office@eques.bg
For legal matters: penchev@sotirov-penchev.com

18. PLATFORM-SPECIFIC TERMS

18.1 Apple App Store Specific Terms

If you download the App from the Apple App Store, the following additional terms apply:

1. **Acknowledgment**: You acknowledge that this EULA is between you and Widgis Pro Ltd. only, not with Apple, and Apple is not responsible for the App or its content.

2. **Scope of License**: The license granted is limited to a non-transferable license to use the App on any Apple-branded device that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.

3. **Maintenance and Support**: Widgis Pro Ltd. is solely responsible for providing maintenance and support services for the App. Apple has no obligation whatsoever to furnish any maintenance and support services.

4. **Warranty**: Widgis Pro Ltd. is solely responsible for any product warranties. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the App. Apple has no other warranty obligation whatsoever.

5. **Product Claims**: You acknowledge that Apple is not responsible for addressing any claims relating to the App or your possession and/or use of the App, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.

6. **Intellectual Property Rights**: In the event of any third-party claim that the App infringes that third party's intellectual property rights, Widgis Pro Ltd., not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such claim.

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

8. **Third-Party Beneficiary**: Apple and its subsidiaries are third-party beneficiaries of this EULA, and upon your acceptance of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third-party beneficiary.

18.2 Google Play Store Specific Terms

If you download the App from Google Play Store, the following additional terms apply:

1. **Compliance with Google Play Terms**: You agree to comply with the Google Play Terms of Service, Google Play Developer Distribution Agreement, and Google Play Developer Program Policies.

2. **Payment Processing**: All payments and billing are handled by Google Play's payment system. Google Play's payment terms and refund policies apply to any purchases made through Google Play.

3. **Auto-Update**: The App may automatically download and install updates from Google Play. By using the App, you agree to such automatic updates.

4. **Content Rating**: You acknowledge that the App has been rated according to Google Play's content rating system and contains content appropriate only for users meeting

the age requirements.

5. **Privacy and Permissions**: You acknowledge that the App may request certain permissions on your device as disclosed in Google Play and our Privacy Policy.

By downloading, installing, or using the Eques dating application, you acknowledge that you have read, understood, and agree to be bound by this End User License Agreement.