

User agreement

My Pol App

1. GENERAL PROVISIONS

1.1. This Agreement (hereinafter referred to as the "Agreement") governs the relationship between the developer of the My Pol Mobile Application (hereinafter referred to as "the Developer") and the Individual who duly acceded to this Agreement (hereinafter referred to as "the User") to obtain the right to use the My Pol mobile app (hereinafter referred to as the "App").

The User of the Application is any natural person who has ever accessed/used the Application and reached the age of acceptance of this Agreement, in accordance with the provisions of the law.

1.2. The application is a cloud communication program between Users and the Ukraine Ministry of Internal Affairs and its authorities and structural units, developed for mobile devices running «iOS» and «Android» operating systems, including tablet computers (hereinafter referred to as mobile devices).

1.3. This Agreement is an open and publicly available document. The current version of the My Pol App Agreement is available online at appmypolice.com/ua.

1.4. The User accepts this Agreement (i.e. gives its direct and irrevocable agreement to compliance with all the terms of this Agreement) by performing at least one of the following actions):

1.4.1. using any of the features or services of the App;

1.4.2. and/or the "Familiarize and Agree to Terms of Use" guidelines when using the App Service;

1.4.3. registration in the App;

1.5. Accepting the terms of this Agreement in accordance with Clause 1.4. of this Agreement, the User confirms that it is fully informed, agrees and accepts the terms of the Agreement in full, without any reservations and exceptions, and agrees to the processing by the Developer of its data, including personal data entered by the User in the Application.

1.6. In addition, by entering into this Agreement, the User confirms that he has been informed (without separate and/or additional notification) of the rights established by the Law of Ukraine "On Personal Data Protection", of the purposes of collecting personal data (personal data), and that his personal data is transferred to the Developer in order to be able to comply with the terms of this Agreement and the operation of the Annex. The User also agrees that the Developer has the right to give access and transfer its personal data to third parties without any individual and/or additional notices of the User, without changing the purpose of processing personal data. The scope of the User's rights as a subject of personal data in accordance with the Law of Ukraine "On Protection of Personal Data" is known and understood to him/her.

1.7. Before launching the Application, the Developer requests the User personal data (personal information) and registers, which include: Surname, First name, Last name, Email, Phone number, Device ID. In order to use some of the features or services of the App, the User may be requested to provide the following personal information as desired: profile photo, place of residence, blood type, allergic reactions to medications, chronic diseases, insurance, location (at the time of call and within 10 minutes after), photos, proxy phone number, User coordinates. If the User does not want to provide personal information, the User is obliged to stop the registration and further installation, or using the Application. The Developer suggests to uninstall the App in this case.

The User's personal information is used by the Developer for the purpose of processing the data when using the App and receiving a "SOS" call, which is transmitted to the Office of the National Police of Ukraine (and/or its structural units).

If the User does not want to provide personal data, the User is obliged to stop the registration, further installation and/or use of the Application and uninstall the App.

In a situation where the App is already installed, the Developer proposes to uninstall the App from a mobile device.

The User's personal information is used by the Developer to process the data when using the App and receiving an «SOS» call, which is transmitted to the information and telecommunication system «Information Portal of the National Police of Ukraine» which is administrated by SE INFOTECH, for ensuring the proper functioning of the application.

1.8. In accordance with Articles 633, 634 of the Civil Code of Ukraine, this Agreement is a public annexation agreement. The Developer grants the User the rights to access and use the Application under the terms of this Agreement.

1.9. This Agreement may be modified and/or supplemented by the Developer unilaterally and without any specific note. Continuation of the app using after changes and/or additions to this Agreement means the User's agreement to such modifications and/or additions.

1.10. User's requests, suggestions and claims to the Developer related to the operation of the Application may be sent to the following email address: info@appmypolice.com.

1.11. By accepting the terms of this Agreement, the User confirms his/her both legal and action capacity, confirms the authenticity of his/her personal data (personal information) and assumes all responsibility of their accuracy, completeness, and authenticity.

1.12. The User assumes all possible risks, including material risks, associated with his/her actions when using the Application.

1.13. The User accepts the terms of use of the Application specified on the following site appmypolice.com/ua, by performing the actions specified in clause 1.4. of this Agreement.

1.14. The Application is provided for use "as is". The Developer is not responsible for any unauthorized access or using of the features, or services of the Application and/or any information stored about the User, as well as for any errors, crashes, viruses and other defects and violations in the Application, which may be transferred to the Application or through the Application to third parties and their consequences to the User, including, but not exclusively: for real damage, lost profit, damage, moral damages, damage to honor, dignity and goodwill.

1.15. When using any of the features or services of the Application, the User agrees to comply with the rules and restrictions set out in this Agreement.

1.16. The Developer agrees to make every effort to properly perform its obligations under this Agreement, including the normal operation of the Services of the Application, as well as the non-disclosure to third parties of personal data provided by the User, except as provided by law or this Agreement.

2. USER'S RIGHTS, PERSONAL INFO AND OBLIGATIONS

2.1. The User agrees to follow the terms of this Agreement.

2.2. The User has the right to use the Application solely for personal use in accordance with the terms of this Agreement.

2.3. The User is obliged not to use the Application in violation of the rights and legitimate interests (including, but not exclusively: copyright and related rights, as well as other, proprietary and non-proprietary rights of the intellectual property subjects) of the Developer, other rights holders, third parties, and this Agreement.

2.4. The User is obliged to take appropriate measures to ensure the safekeeping of his/her mobile device and is personally responsible for accessing of third-party to his/her mobile device.

2.5. The User is not allowed to decompile the Application, reverse engineer the Application, or otherwise convert to any form of software related to the Application, either individually or with the involvement of third parties.

2.6. The User is personally responsible for the using of the Application in any manner not expressly permitted by this Agreement and/or legislation.

2.7. The User is not allowed to perform any unauthorized activity with the Application.

2.8. Before installing the Application on his/her mobile device, the User is obliged to read all information about the Application, which is available on the following site appmypolice.com/ua, including this Agreement and to express his/her full agreement with its terms. Confirmation of obtaining such consent is the actions described in clause 1.4. of this Agreement.

2.9. The User is given the opportunity to download the App and use its full functionality/service for free.

2.10. The terms of use of the Application, listed on appmypolice.com/ua, may be modified and/or supplemented by the Developer unilaterally. Continuation of using the app after making changes and/or any additions means User's consent to such changes and/or additions.

2.11. The User certifies that by accepting the terms of the Agreement (in the order provided in clause 1.4.), he/she knows about (and is aware of the fact of): the inclusion of personal information(personal data) to the database of personal data for the purpose of implementation of this Agreement, of ensuring the functioning of the App and the exercise of the rights and obligations defined by law in the field of implementation of this Agreement, as well as received information about his/her rights is defined by the Law of Ukraine "On Protection of Personal Data", and about the people whom his/her data are provided to, for the fulfillment of the stated purpose. Sufficient notification of the User about the inclusion of his/her personal data in the database will be the confirmation of the User's registration or the fact of the presence of the actions provided for in 1.4. of this Agreement.

2.12. The User agrees that the Developer can process his/her personal data for the implementation of this Agreement, the ability/provision of the Application by the Developer, for improving the service and collection of statistics at the market.

2.13. The User may not post information (information, data), or to use the Application, if he/she does not agree with the terms of this Agreement, or if he/she has not reached the legal age, from which he/she has the right to conclude such legal transaction in accordance with the law. In this case, the Developer proposes to terminate access and/or using the Application and uninstall the Application.

3. DEVELOPER'S RIGHTS AND OBLIGATIONS

3.1. The Developer has the right to transfer the rights and obligations under this Agreement, including the App with all its services and content, as well as personal data (personal information) of the User, to third parties for fulfilling this Agreement without the individual and/or additional consent of the User.

3.2. The Developer has the right to disclose personal data without the consent of the User in cases determined by law and in the interests of national security, economic well-being and human rights, in particular, but not exclusively: on reasoned requests of public authorities, which have the right to request and receive such data and information.

3.3. The Developer has the right to send information to the User in any way about the operation of the Application, including sending the advertising, information and other messages to the email address or telephone number specified by the User, or to place the relevant information in the Application itself.

3.4. The Developer provides the User with the opportunity to download the Application for free and use the full functionality/services of the Application.

3.5. The Developer has the right to block the access of the User to the Application or part of it in case of violations of this Agreement by the User.

3.6. The Developer has the right, subject to clause 2.11 and Section 4 of this Agreement, to process the personal data of the User.

3.7. The Developer without the individual and/or prior note has the right to limit, suspend or discontinue using of the Application without compensation to the User for damages incurred, including if the Developer has the data to consider that the User or its affiliates (intentionally or unintentionally):

- violate applicable law, the provisions of this Agreement or the rights and legitimate interests of third parties when using the Application;
- use the Application in bad faith, excessively or inappropriately for its purpose;
- cause damage to the Application or its performance;
- attempt unauthorized access to the Application and the information contained therein;
- threaten the failure of the Developer's hardware and/or software and/or third parties.

3.8 The Developer without prior notice has the right to limit, suspend or discontinue using of the Application in the case of a decision of a state or other authorized body, or in other cases provided by the current legislation of Ukraine and international rules/laws.

3.9. All information and materials or all content of the Application, including design elements, texts, graphics, photos, videos, etc. that are not owned by third parties, are the subject of the Developer's exclusive rights and are protected by copyright, commercial trademark and other laws protecting intellectual property. No information and/or materials contained in the App may be reproduced, modified, distributed, published, transmitted, or sold, in whole or in part, without the prior permission of the Developer.

4. GOOGLE ANALYTICS FOR FIREBASE

4.1. Accepting the terms of this Agreement in accordance with Clause 1.4. of this Agreement, the User acknowledges that he/she has been notified and agrees that the Developer uses Google Analytics for Firebase to collect information about the use of the Application.

4.2. Data to be collected through Google Analytics for Firebase:

4.2.1. System permissions rejection events.

4.2.2. Events of stages of registration (display of registration screen, successful filling of data on screens, successful registration on server, display of confirmation number, successful confirmation of number).

4.2.3. Attendance events for sections in the App.

4.2.4. Google Analytics for Firebase standard events (data clearing, installing the App, uninstalling the App, updating the App, first opening it, showing push messages, updating the OS, starting a new session, actively using the App).

4.2.5. Google Analytics Standard Firebase User Properties (Age, Gender, Geographic Location (Country, City), Language, Interest Category).

4.2.6. Google Analytics for Firebase standard specifications (platform, OS version, device model, application version).

4.3. We use information obtained through Google Analytics for Firebase only to improve the features or services of the Application. Google Analytics for Firebase does not collect name or other personally identifiable information (personally identifiable data) that identifies the User. The Developer does not transmit User's personal data (personal information) to Google Analytics for Firebase.

4.4. Accepting the terms of this Agreement in accordance with Clause 1.4. of this Agreement, the User has notified and agrees that the Developer may combine the information obtained through Google Analytics for Firebase with personal data (personal data) on the Developer's server.

4.5. Google's ability to use and share information with third parties collected by Google Analytics for Firebase about the use of the App is limited to the Google Privacy Policy and Terms of Use.

The user can find and learn more about how Google Analytics for Firebase collects and processes personal data here: <https://policies.google.com/privacy>.

If the User does not want to provide data, the User may refuse to use Google Analytics for Firebase by terminating the registration, further installing and/or using the Application and deleting the Application. In a situation where the App is already installed, the Developer proposes to uninstall the App from a mobile device.

5. GUARANTEES AND RESPONSIBILITY OF THE PARTIES

5.1. Third parties may be involved in the implementation of this Agreement. The User acknowledges that these third parties are granted the same rights as the holder of the rights to use the Application, including the User's personal data.

5.2. The User guarantees that he will not take any action solely for harming the Developer, the mobile cellular operators, the rights holders or other persons.

5.3. In the case of violation of the rules of use of the App, the obligations of the User and the prohibitions specified in this Agreement, as well as violation of clause 5.2 of this Agreement, the User agrees to indemnify the Developer for damages caused by such actions in full.

5.4. In case of imposition of fines on the Developer by the third party in connection with the submission of claims related to the published Information by the User and/or in violation of the User's rights to the intellectual property objects, the User undertakes to indemnify the Developer with all damages, including costs and expenses incurred during the non-compliance of this Agreement or in violation of the rights of third parties.

5.5. The User is solely responsible for the unauthorized access of third parties to the Application installed on the User's mobile device.

5.6. The User is solely responsible in the event of loss, deletion, damage to the User's information entered into the App because of the User's actions/omissions.

5.7. Recognizing the international nature of the Internet, the User assumes responsibility for compliance with all local rules and laws (where the User has access to the app and uses the App) relating to the User's actions online.

If using the Application is in violation of local rules and laws, the Developer proposes to terminate access and/or use of the Application and remove the Application.

5.8. The User of the Application undertakes not to perform actions that may be considered as violations of the laws of Ukraine or the rules of international law, including in the field of intellectual property, copyright and/or related rights, as well as any actions that lead or may lead to damage the operation of the Application.

5.9. The Developer is not responsible for the information (information, personal data) posted by the User in the Application.

5.10. Due to the fact that the application functions as a cloud communication program between Users and the National Police of Ukraine and its structural units, the Developer disclaims the responsibility:

- for any disruption of the App;
- for any errors in the operation of the App;

- for causing harm, loss, loss of information, or for causing other miscellaneous harm to people appearing while the using of the features and services of the Application, including any other material loss incurred as a result of visiting the Application or being unable to visit it;

- for violation of copyright (as well as related rights, as well as other rights of property and non-property rights of the subjects of intellectual property) by the User and other rights of third parties, by providing information (or data) inconsistent with the current legislation (including legislation governing relations in the field of intellectual property, both Ukrainian and international), including those added by the User to the App;

- for the placement of information by malefactors, namely the placement of information (information, data) with deliberately false information.

6. FINAL PROVISIONS

6.1. Place of service is Ukraine. In the case of any disputes or differences arising from the implementation of this Agreement, the User and the Developer shall make every effort to resolve them by negotiating between them. If any disputes, differences or requirements arising out of or in connection with this Agreement, including those relating to its implementation, violation, termination or invalidity, cannot be resolved by negotiation, then such disputes shall be dealt with in according to the current legislation of Ukraine at the location of the Developer.

All possible disputes arising from the relations governed by this Agreement shall be resolved in accordance with the procedure established by the legislation of Ukraine according to the norms of Ukrainian law.

Throughout the text of this Agreement, unless otherwise stated, the term "Legislation" means the legislation of Ukraine.

6.2. Neither Party shall be liable for any failure or improper performance of obligations under this Agreement if due performance has proved impossible due to force majeure.

6.3. This Agreement shall enter into force for the User from the moment of installing the Application or performing the actions provided for in paragraph 1.4. of this Agreement and shall be valid indefinitely, throughout the period of use of the Application by the User.

6.4. This Agreement is made in Ukrainian and English languages.

6.5. If any provision of this Agreement is declared invalid, it shall not affect the validity or applicability of the other provisions of this Agreement.