

# RADAR.SCREEN SERVICE AGREEMENT

## 1. General provisions

RADARME LLC, hereinafter referred to as the "Provider", provides a RADAR.Screen Service. RADAR.Screen Service is provided on the following subscriptions:

- "Economy",
- "Standard",
- "Premium",

consisting of an extended warranty on the display module of the mobile device and a guaranteed repair or replacement of the single-use display unit for a period of 12 (twelve) months from the moment of service activation. These subscriptions also provide cash compensation if the repair of the display module cannot be completed due to the lack of spare parts.

This Agreement sets out the rules for the provision of Radar.Screen Service by the Operator with the technical support of the Provider, as well as the rights and obligations of the parties under this Agreement.

## 2. Terms

The terms used in the Agreement mean:

**Questionnaire** - a document containing information about the User, the User's consent to the terms of the Agreement, which is posted on the website [screen.therdar.com.ua](https://screen.therdar.com.ua)

**User** - the Subscriber who has agreed to the terms of this agreement in the manner provided in clause 1 of Section 3 of the Agreement.

**Application for service connection, hereinafter Application** - successfully submitted User's Questionnaire, which is filled in after the diagnostics of the smartphone display module by means of the diagnostic application.

**Diagnostic Application or App** is a free mobile smartphone application that is used to diagnose the User's display module. The application is available for download in the following App stores: App Store or Google Play. The smartphone running the application must meet the following specifications for the operating system:

Android version 4.4.2,

IOS version 9

**Personal Account** - Subscriber's account containing the Questionnaire, information about the connected mobile device of the Subscriber, which is available on the website <https://myscreen.theradar.com.ua/login/radarua>.

**Tariffs** - «Economy 1 Year», «Standard 1 Year», «Premium 1 Year» - a set of services defined by the Agreement provided by the Provider.

**Insurer** is assigned by the Provider.

**Extended Warranty Object or Security Object** - the display module of the User's mobile device (smartphone) or iPhone.

**Repair** - repair of damage to the display module of the device, under the conditions specified in the Rules.

**Agreement** - RADAR.Screen Service Agreement. This Agreement is a public contract within the meaning of Art. 633 of the Civil Code of Ukraine and is valid within the framework of the RADAR.Screen Service. The text of the Agreement is available at [screen.therdar.com.ua](https://screen.therdar.com.ua)

**Rules for the RADAR.Screen Service (hereinafter referred to as the "Rules")** - a list of conditions and restrictions under which this service is provided. The rules are an integral part of this Agreement and are posted on the website [screen.therdar.com.ua](https://screen.therdar.com.ua)

**Mobile Repair Service Center (hereinafter referred to as SC)** - a mobile device repair point designated by the Provider and the listing of which is available on the website [screen.therdar.com.ua](https://screen.therdar.com.ua).

**Display module** - a part of the device used to display information and images (letters, numbers or graphics) that can be integrated with the touch pad.

**Damage** - a mechanical damage to the Display module of the Device covered by a service consisting of breakage or cracking requiring repair in order to restore the proper functioning of the device.

## 3. Conclusion of the Agreement and its validity

1. The Agreement shall be considered concluded from the moment of confirmation of the submitted User's Application by the responsible employee of the Provider. The application shall be submitted by the User after downloading and installing by the User of the Mobile RADAR.Screen Application, successful diagnostics of the display module through the specified application, selection of the type of subscription directly in the Application, and confirming the activation request in the Application.

The services referred to in Section 4 of this Agreement shall start to be provided by the Provider from the moment of conclusion of this Agreement, subject to activation by the User (activation means the verification of the application by the Provider and successful value adjustment posting of the ordered subscription).

2. This Agreement shall be effective from the commencement date of the services provision referred to in Section 4 of this Agreement until the termination of the User's use of the service by using Personal Account.

3. If the Client has not paid the ordered services of the Provider within 24h, the Agreement shall be considered as not concluded.

4. The Agreement is valid for 12 months. Upon expiration, the Agreement shall be prolonged for a new term by automatic prolongation.

5. The Agreement shall be terminated upon the Service deactivation.

## 4. Services provided by the Provider under the Agreement

The Operator is obliged to provide the User with the technical support of the Provider:

Subscription under the terms of "Economy 1 Year", "Standard 1 Year", "Premium 1 Year", which include the extended warranty service of the Security Object through diagnostics and a single-time guaranteed repair or replacement of the User's mobile display module. The subscription provides a service of the extended guarantee and receipt of monetary compensation provided by the Insurer with which the provider has concluded a contract, once in case of failure to perform repair of the display module, within 12 months from the moment of connection/activation of the specified service.

### 4.1. RADAR.Screen

1. As part of the RADAR.Screen Service, the Operator, with the technical support of the Provider, shall agree to provide the User with access to the Diagnostic App for Android and iOS devices, which the User should download independently from the App Stores and install on his/her mobile device. A detailed description of the mobile application is available on the website [screen.therdar.com.ua](https://screen.therdar.com.ua). After installing the application, the Subscriber should perform a complete diagnostics of the mobile device, fill out the Application Form and submit the Application.

Upon receipt of the Submitted Application, the Provider shall, within a period of not more than 24 hours, verify the User's application and confirm or reject it. After successful verification, the service shall be activated if there is sufficient amount of funds on the subscriber's account to perform value adjustment posting of the package of services according to the chosen tariff.

2. In case, after the activation of the service, the Security Object was damaged, the User is obliged to notify the Provider immediately for the possibility of a guaranteed repair or replacement of the Extended Warranty Object in the Service Center, or for receiving monetary compensation in case of failure to repair the device in accordance with the terms of the RADAR.Screen Service Rules. To notify the Service Provider of damage to the Security Object, please call the Support Team at: 0 800 508 112, +380 44 528 81 12 (according to your service provider's tariffs).

3. In case of damage to the device, the User undertakes to comply with the Rules.

4. In the event that the User chooses any subscription other than one-year subscription (Economy 1 year, Standard 1 year or Premium 1 year), he/she may count on the compensation, repair or replacement of the Extended Guarantee Object less the amount of the additional payment up to the annual cost which the Client had to pay. The annual subscription cost is specified in Section 7.1 of this Agreement.

Or, the User has the opportunity to pay the cash difference in favor of the Provider in the User's Personal Account using the integrated acquiring electronic payment system using his/her bank card, the transfer fee shall be deducted from the User's account.

5. In case if the total cost of repair of the Security Object in the SC exceeds the amount specified in clause 4.2 of this Agreement, the User shall decide at his/her own discretion to carry out further repairs and pay in favor of the SC the difference between the cost of repair and the amount of compensation from the Provider at his/her own expense.

6. If the User does not provide complete data, specified in the registration form, or provided false data, or did not inform the Provider with a phone call or an independent change in his/her personal account, when the service is activated, the Provider shall not be liable for non-compliance or improper compliance with the terms of the Agreement.

7. If the User has filled in the incorrect contact information (contact and additional phone number, e-mail address, etc.) in the Questionnaire when connecting the service, or the User has not informed the Provider about their change, the Provider shall not be liable for non-compliance or improper fulfillment of the terms of this Agreement.

8. Compensation for the repair or replacement of the Extended Warranty Object, or Monetary Compensation, is provided to active users of the RADAR.Screen service starting from the next day of paid use of the content service at the time of damage to the mobile device.

### 4.2. "Cash Compensation" (for the following subscription types: "Economy 1 Year", "Standard 1 Year", "Premium 1 year")

1. Monetary compensation shall be provided by the Provider under this Agreement directly to the User's settlement account, according to the chosen tariff, provided that the SC has presented a conclusion about the inability to repair the display module of the User's smartphone to the Provider, or in the cases described in the Terms of Service, Provider undertakes to pay monetary compensation to the User in the amount of the cost of necessary repair (replacement) of the Device Display Module, determined on the basis of the account (calculation) of the SC.

Max monetary compensation to the User in the amount of:

- Economy tariff - 2000 UAH.
- Standard tariff - 3500 UAH.
- Premium tariff - 9000 UAH.

2. Amount of the franchise in case of Damage of Display corresponds to:

- 0% (zero) - in the situation when in case of damage, a User receives a repair service in Service Center;
- 50% of compensation amount - in the situation when a repair of damaged Device is not cost-effective or impossible and a User receives financial compensation.

A detailed description of receiving a cash compensation is contained in the Rules.

#### 5. Data protection

1. The User's personal data will only be used by the Provider for the purpose of executing this Agreement. The data shall be transmitted by the User voluntarily in order to enable the Provider to fulfill the obligations under this Agreement.

2. The User shall agree to the processing by the Provider of his/her personal data, including receiving from the User and/or from third parties, in accordance with the terms and conditions specified by the Law of Ukraine "On Protection of Personal Data" No. 2297-VI dated June 01, 2010 (hereinafter the Law). The User shall entitle the Provider to process his/her personal data in any manner provided by the Law and/or at the discretion of the Provider.

3. The User shall agree to the transfer his/her personal data to third parties, whose participation is required for carrying out the actions specified in the Agreement. The User's personal data will be transmitted by the Provider to third parties to the extent necessary solely to fulfill the obligations assumed under this Agreement.

4. The User shall agree to transfer his/her personal data to third parties (courier/postal service, Service Center and Insurer) to assist in carrying out diagnostics and repair of the damaged Object of protection or actions on fulfillment of obligations under this Agreement or actions on fulfillment of the cash compensation receipt to the extent necessary to execute this Agreement.

5. The User shall agree to transfer his/her personal data to the Provider for the implementation of personal communications (informing about marketing actions, carrying out other types of emailing, etc.).

6. The Provider does not have access to the files stored on the User's mobile device. The Provider shall not be liable to the User in case of loss or damage of files on the mobile device during diagnostics or repair at the Service Center.

7. If this Agreement is concluded with the assistance of the legal entity with which the Provider has concluded an Agency or other Agreement, the User shall instruct this legal entity to transmit to the Provider the information provided by the User in the Questionnaire.

8. The User shall agree to receive promotional information about the Provider services at the email address specified in the Questionnaire.

9. The User shall agree to record his telephone conversations with the Provider when the User receives a notification of damage to the Security Object.

#### 6. License Terms of the Mobile Application Use

1. Downloading the Mobile App and installing it on your mobile device is your complete and unreserved consent to all the terms of the Agreement.

2. The mobile application is intended for self-installation on the device by the User. Under this Agreement:

- Each registered Mobile App sample is assigned to one registered Device.
- Upon activation of the Mobile Application, the User is granted a non-exclusive and non-transferable license to install and use one (1) copy of the specified version of the Mobile Application on the same phone. The license is valid for only one mobile device on which the Mobile App is installed and registered.
- The User cannot install the Mobile App on multiple devices; he/she must connect the service to another phone number used on the other device.

3. The Provider grant the User the exclusive right (simple license) to use the Mobile Application in the following ways:

- Reproduction of the Mobile Application, that is, its recording in the memory of the mobile device for further use solely under this Agreement;
- Use of the Mobile Application on the User's device, as well as within the User's hardware and software complex, installation on the User's device.
- The license fee is included in the cost of the chosen tariff in accordance with section 7 of the Agreement.

4. The mobile application should be used under the name RADAR.Screen. The User may not change the name of the Mobile Application, change and/or remove the copyright symbol or other information indicating the Owner, who is the Provider.

5. Trademarks, service marks, images and logos used in conjunction with the Mobile Application are registered trademarks. The User shall not obtain any rights or licenses for any of the foregoing trademarks and undertakes not to remove, conceal or alter any proprietary marks (including trademark and copyright notifications) that may be added to or contained in the Mobile Application.

#### 7. Payment for RADAR.Screen Service

1. The User shall pay the cost of the RADAR.Screen Service according to the chosen tariff. The payment shall be made by integrated Internet acquiring system in the App or the Personal Account (The tariffs are inclusive of all taxes):

- The cost of the annual "Economy" subscription to the service is 399 UAH/365 days;
- The cost of an annual "Standard" subscription to the service is 599 UAH/365 days;
- The cost of an annual "Premium" subscription to the service is 1399 UAH/365 days;

2. In the event of non-payment of the RADAR.Screen Service by the User, the Provider is not obliged to provide the services stipulated by this Agreement.

#### 8. Responsibility of the parties

1. If you use one of the following types of "Economy 1 Year", "Standard 1 Year", "Premium 1 year", the User shall agree to notify the Provider immediately of the event of damage to the Security Object at the free 24-hour support numbers 0 800 508 112, +380 44 528 81 12 (according to the tariffs of your communications provider).

2. Notification by the Provider's User of the event of damage of the Security Object is the basis for the actions specified in the item. 4.1, 4.2. of this Agreement.

3. The Parties shall be liable for non-compliance or improper compliance with the terms of this Agreement in accordance with the current legislation of Ukraine.

4. The Parties shall be released from liability for partial or total failure to fulfill obligations under this Agreement, if such failure is caused by the force majeure circumstances, i.e. circumstances that occurred against the will of the Parties and could not be prevented by reasonable measures in a timely manner. Under circumstances of force majeure, the Parties understand: war, hostilities, natural disasters, explosions, strikes, acts of the authorities that influence the fulfillment of obligations, as well as other events and circumstances that will be recognized as circumstances of force majeure during the trial.

#### 9. Dispute resolution

1. The Parties shall agree that all disputes arising in the course of the implementation of this Agreement will be resolved through negotiations between the parties on the basis of good will and mutual understanding.

2. In case of a User's claims against the Provider, the User shall file a corresponding application indicating the content of the claim. The Provider is obliged to respond to the User's application within 30 calendar days from the date of receipt of the User's claim.

3. Should it be impossible to resolve disputes in the course of negotiations, disputes between the Parties will be settled by court in accordance with the current laws of Ukraine.

#### 10. Other terms

1. The Provider has the right to make changes to the terms of this Agreement, whereof he/she shall be obliged to notify the User in 7 calendar days before the changes take effect by posting the changes on the site screen.theradar.com.ua.

2. In case of continued use of the RADAR.Screen Service after making amendments to the terms of this Agreement, the subscriber hereby confirms his/her consent to such amendments.

3. Anything not provided for in this Agreement shall be governed by the current laws in Ukraine.

#### 11. Provider's details

RADARME Limited Liability Company

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