

USER AGREEMENT for the “Daylight” mobile application

(hereinafter, the “Agreement”).

Limited Liability Company “Biyang” (hereinafter, the “Developer”) provides you with the possibility to use the “Daylight” mobile application.

Use of the “Daylight” mobile application shall mean your absolute, full and unconditional acceptance of all terms and conditions of this Agreement. Your acceptance of the terms and conditions of this Agreement shall also be confirmed by your ticking the relevant box “I agree with the terms of the User Agreement for the ‘Daylight’ mobile application” upon the first launch of the “Daylight” mobile application for the purpose of its further use.

1. TERMS

- 1.1. Application means the “Daylight” mobile application for mobile devices operating under Android and iOS operating systems, created by the Developer and intended for managing the User’s media files (photographs and video recordings) stored on the User’s device.
- 1.2. Developer means Biyang LLC (Obshchestvo s ogranichennoy otvetstvennostyu “Biyang”), UNP 193654601, located at: Office 904V, 44 Kropotkina St., Minsk, 220002, Republic of Belarus.
- 1.3. User means any person who has installed and uses the Application on their device.
- 1.4. Agreement means this User Agreement in all its versions, with all amendments and appendices thereto.
- 1.5. Policy means the Policy on Personal Data Processing, located in the “Profile” section.
- 1.6. Subscription means the mode of the User’s use of the Application providing for paid functionality, on the terms of this Agreement.

2. LICENCE

- 2.1. The Developer shall grant the User, by way of a simple (non-exclusive) licence, the right to use the Application exclusively for personal purposes on the terms of this Agreement.
- 2.2. Nothing in this section shall be construed as granting the User any rights to subsequently transfer rights and/or grant rights to use the Application for the creation of a new result of intellectual activity.
- 2.3. The licence shall become effective from the moment the Application is installed on the User’s device and the terms of this Agreement are accepted by ticking the relevant box, and shall remain effective until the User deletes the Application from their device or the User is blocked by the Developer.
- 2.4. Use of the Application by the User shall be free of charge. The Developer may expand the functional capabilities of the Application for the User only for a separate fee via the Subscription in accordance with Section 3 of the Agreement.

3. SUBSCRIPTION

- 3.1. The User may obtain access to additional functions of the Application through a Subscription. The set of such functions is described in the “Profile” section of the Application.
- 3.2. The Subscription price and the available pricing plans, with a detailed description of the Application functions available under such plans, are described in the “Profile” section of the Application.
- 3.3. The User activates the Subscription by using the Application interface, by explicitly clicking the “Proceed to Payment” button in the Application, whereupon payment for the Subscription shall be made using the built-in payment instruments of the application distribution platforms (e.g., Google Play) from which the Application was installed.
- 3.4. Payment for the Subscription shall be processed exclusively through the payment systems provided by the application distribution platforms, as described in Clause 3.4 of the Agreement. The Application does not store, process, or have access to the User’s payment data.
- 3.5. The User shall be entitled to cancel the Subscription at any time. The Subscription shall be cancelled by managing subscriptions on the application distribution platforms. In such case, the User’s access to the additional functions of the Application shall remain in effect until the end of the paid period under the paid Subscription. No refund for the paid period shall be made.
- 3.6. The Developer shall have the right to unilaterally change the Subscription price and/or the pricing plans. Notice of such changes shall be given by publishing a relevant announcement in the “Profile” section of the Application no later than 30 (thirty) calendar days before the Subscription payment due date. The notice shall be deemed received at the moment it is posted in the “Profile” section of the Application. In such case, the User shall have the right either to accept the new Subscription price and/or the changes to the pricing plans, or to cancel the Subscription within the period specified in such notice. The User’s silence shall be construed as the User’s consent to the new Subscription price and/or changes to the pricing plans.
- 3.7. The purchase of the Subscription is final. No refund shall be made, except in cases provided for by applicable law.
- 3.8. Upon activation of the Subscription (i.e., upon its payment), the User confirms that they:
 - have read and understood all terms included in this section;
 - fully agree to the automatic renewal of the Subscription at the end of each period in accordance with the Subscription pricing plan;
 - fully agree that the Developer may unilaterally change the Subscription price in accordance with this section.

4. THIRD-PARTY SERVICES

- 4.1. The Application may use third-party services. The User shall be informed of the use of such services by receiving relevant notifications in the Application.
- 4.2. The User acknowledges that, when such services are used, certain personal data may be processed by the developers of such services in accordance with their rules and policies.

- 4.3. The Developer shall not be liable for the processing of the User's personal data where the User wishes and consents to use third-party services.
- 4.4. The Application cannot protect the User's data if the User's device has been compromised.

5. RIGHTS TO THE APPLICATION

- 5.1. The Application is a copyright-protected work and is protected in accordance with applicable law. The exclusive right to the Application belongs to the Developer.
- 5.2. The User warrants that they are entitled to grant the Application access to the media files stored on the User's device (photographs and video recordings).

6. APPLICATION FUNCTIONS

6.1. The Application provides the following functions:

- scanning of media files stored on the User's device;
- management of such media files by: deletion, structuring, and search;
- creation of new media files using builders and generation modules.

6.2. The functional capabilities of the free version of the Application may be changed, limited, or expanded by the Developer unilaterally and without prior notice to the User.

6.3. The Application operates locally on the User's device. The media files stored on the User's device are not uploaded to the Developer's servers.

7. RESTRICTIONS, PROHIBITIONS AND LIABILITY

7.1. The User undertakes:

- not to use the Application for purposes contrary to applicable law;
- not to modify, adapt, translate, decompile, disassemble, or attempt to obtain the source code of the Application;
- not to use the Application for commercial purposes in any manner;
- not to perform any other actions contrary to applicable law and/or this Agreement.

7.2. The Developer may unilaterally revoke the licence and block the User's access to the Application in the event the User breaches any term of this Agreement.

8. DISCLAIMER

8.1. The Application is provided "as is":

- the Developer does not warrant that the Application will operate without errors, failures, or interruptions;
- the Developer does not warrant that the Application meets the User's subjective expectations and purposes;

- the Application may contain errors, vulnerabilities, or compatibility issues with the User’s device.

8.2. The Developer shall not be liable for:

- loss, damage, or deletion of media files stored on the User’s device;
- inability to restore lost, damaged, or deleted media files stored on the User’s device;
- failures caused by incompatibility of the Application with a specific operating system or the User’s device.

8.3. The User uses the Application at their own risk. The User acknowledges that use of the Application may result in data loss if technical issues arise on the User’s device. The User is responsible for backing up all media files stored on the User’s device.

8.4. The Developer shall not be liable for any kind of damage, losses, loss of the User’s data, or impairment of the User’s business reputation (goodwill).

8.5. The Developer’s maximum liability for any claims related to the Application shall be limited to the amount actually paid by the User for use of the Application (if any payment was made), but in any event not exceeding 10 (ten) Belarusian roubles.

9. APPLICATION UPDATE

9.1. The Developer shall be entitled to release updates, patches, and new versions of the Application at any time.

9.2. The Developer may unilaterally change and/or limit the Application’s functionality without notice to the User. The Developer may discontinue support for the Application.

9.3. Installation of an update shall mean the User’s consent to any changes to the terms of this Agreement in the version applicable to such update.

10. PROCESSING OF USERS’ PERSONAL DATA

10.1. Users’ personal data shall be processed in accordance with the Policy.

10.2. The Policy constitutes an integral part of this Agreement.

11. NOTIFICATIONS

11.1. The Application may send the User notifications containing various information, in particular information about:

- updates and new functions;
- technical issues or scheduled maintenance;
- the User’s violations of this Agreement.

11.2. The User may disable notifications in the Application settings; however, critical security notifications or notifications regarding changes to the Subscription and pricing plans may still be sent.

- 11.3. All notifications from the Developer shall be deemed received by the User if they are displayed within the Application itself.

12. DISPUTE RESOLUTION PROCEDURE

- 12.1. All disputes related to the use of the Application shall be subject to a mandatory pre-trial claim procedure. The User must send a written claim to the Developer's email address: beoung.belcrew@gmail.com, or by post to: Office 904V, 44 Kropotkina St., Minsk, 220002, Republic of Belarus. The Developer shall review the claim within 30 (thirty) calendar days.
- 12.2. If the dispute is not resolved pre-trial, it may be submitted for judicial resolution in accordance with the legislation of the Republic of Belarus.
- 12.3. All matters related to the use of the Application and this Agreement shall be governed by the laws of the Republic of Belarus, regardless of the User's physical location.

13. FINAL PROVISIONS

- 13.1. Use of the Application is permitted only on the terms of this Agreement. If the User does not accept the terms of the Agreement in full, the User shall have no right to use the Application. Use of the Application in breach (non-performance) of any term of the Agreement is prohibited. Liability for such breach is the blocking of the User with a complete restriction of any subsequent use of the Application.
- 13.2. The governing law of this Agreement shall be the law of the Republic of Belarus.
- 13.3. The Developer shall be entitled to unilaterally amend the terms of the Agreement. Amendments shall enter into force as of the date they are published in the Application. Continued use of the Application after publication of amendments shall mean the User's acceptance of the new terms.

14. CONTACT INFORMATION

- 14.1. If you have any questions, suggestions, or claims, please contact the Developer:

- beoung.belcrew@gmail.com;
- Office 904V, 44 Kropotkina St., Minsk, 220002, Republic of Belarus.