

Fiesta terms & conditions

1. GENERAL PROVISIONS

1.1 Administration - The creators of the application (developers).

1.2. This User Agreement regulates the relations between the Administration of the application and the Users of the application arising from the use of the Fiesta application.

1.3. This User Agreement comes into force from the moment of its acceptance by the User — after confirming consent to the terms of the User Agreement when registering the User in the application.

1.4. The provisions of this User Agreement may be changed and/or supplemented by the Administration unilaterally without any special notification to the Users. This User Agreement is an open and publicly available document. The Administration recommends that Users regularly check the terms of this User Agreement for its changes and / or additions. The User's continued use of the application after making changes and/or additions to this User Agreement means the User's acceptance and consent to such changes and / or additions.

1.5. The current version of this User Agreement is available in the application.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. Rights and obligations of the User.

2.1.1. The User is obliged to comply with the conditions provided for in this User Agreement.

2.1.2. The User confirms that he has read and unconditionally agrees with the content of this User Agreement.

2.1.3. The User agrees to the storage of his personal data and the processing of his data for the purposes related to the operation of the application.

2.1.4. The User is fully responsible for the content of information, data, text, programs, photos, graphics, videos, messages and other materials publicly published by him in the application and transmitted by the User to the Internet using the Fiesta service.

2.1.5. The Application Administration does not guarantee the accuracy, completeness or quality of the Materials transmitted by the User to the Internet using the Fiesta application (and other services available in the application).

The User understands that by using the Fiesta application and other services available in the application, he may see materials that may be considered offensive, unreliable or controversial by him, and at the same time the User agrees that the responsibility for posting such materials is borne by the User who posted them, and not the Administration of the Fiesta application.

2.1.6. The User agrees that by uploading materials and information to the application, the User provides access to them for other Users by default. The Fiesta application is only a tool that allows the User to access and post materials and information for general information.

2.1.7. The User undertakes to use the Fiesta application provided in accordance with the legislation in force in the country of his stay, international legislation, as well as in accordance with the legislation of the User's residence.

2.1.8. The User is personally responsible for the content, validity, legality of the information and materials published by him in the application, as well as for compliance with copyright and other rights of third parties.

2.1.9. The User undertakes not to post materials of deliberately and obviously low stylistic, artistic and technical quality.

2.1.10. The User undertakes not to publicly discuss the actions of the Administration of the Fiesta application to exercise their rights under this User Agreement (for example, to delete the materials of the Users of the Fiesta application).

Complaints about such actions should be sent to the application support service.

2.1.11. The User agrees not to use the Fiesta application for:

2.1.11.1 uploading, sending, transmitting or any other way of publishing materials, including by pointing to their location, by posting links that are illegal, malicious, threatening, insulting morality, defamatory, violating copyright and other intellectual property rights, propagandizing hatred and / or discrimination of people on racial, ethnic, sexual, social grounds, as well as violating accepted norms and ethics of communication on the Internet or complicating the work of other Users with the Fiesta application;

2.1.11.2. violations of the rights of minors and / or causing them harm in any form, including moral;

2.1.11.3. infringement of the rights of various minorities;

2.1.11.4. impersonating another person or a representative of an organization and / or community, including the technical support service of the Fiesta application, employees of the Fiesta application, moderators, as well as other direct or indirect misleading of Users;

2.1.11.5. uploading, sending, transmitting or any other method of publishing materials that the User does not have the right to make available by law or according to any agreements with third parties;

2.1.11.6. uploading, sending, transmitting or any other method of publishing Materials that violate any rights of third parties, including the right to trademarks(service marks), trade secrets, and/or to violate any other intellectual property rights of third parties;

2.1.11.7. downloading, sending, transmitting or any other method of publishing advertising information that is not specifically authorized, including mass, unauthorized and/or unsolicited mailing lists of an advertising nature, including sending with a large number of repetitions to one postal address ("Spam");

2.1.11.8. downloading, sending, transmitting or any other method of publishing any materials containing viruses or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs, to carry out unauthorized access to computer systems, equipment or data of third parties, as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means for obtaining unauthorized access to paid resources on the Internet, as well as placing links to the above information;

2.1.11.9. violations of the legislation of the country of its location, applicable international legal norms, as well as the rights and legitimate interests of third

parties;

2.1.11.10. collection and storage of personal data of third parties;

2.1.11.11. sending e-mails, messages to someone's address through the application, as well as posting text, photos and video materials containing rude, obscene or offensive expressions and sentences in the Fiesta application;

2.1.11.12. sending emails, materials containing text, photo and video materials of a pornographic nature, including the publication of materials representing advertising (elements of advertising/propaganda) of sexual services, the publication of links to pornographic, erotic resources, as well as the placement of these materials in the Fiesta application;

2.1.11.13. publications of materials promoting extremism, terrorism, violence;

2.1.11.14. publication of materials that offend the honor and / or dignity of any social groups, individuals and / or legal entities;

2.1.11.15. publication of any other information that is directly or indirectly prohibited for publication and distribution;

2.1.11.16. implementation and implementation of fraudulent schemes, financial pyramids, as well as posting any information with calls to participate in them;

2.1.11.17. posting links to Internet resources, the content of which contradicts the current legislation of the User's country of residence.

2.1.13. Except for the cases established by this User Agreement, as well as the current legislation, no materials may be copied (reproduced), processed, distributed, displayed, published, downloaded, transferred, sold or otherwise used in whole or in part without the prior permission of the Administration of the Fiesta application or the corresponding copyright holder, except for cases when the copyright holder has explicitly expressed his consent to the free use of the Material.

2.1.14. Any use of the Fiesta application, except as permitted by this User Agreement or in the case of the express consent of the author (copyright holder) for such use, without the prior written permission of the copyright holder is strictly prohibited.

2.1.15. If a reasoned complaint is received from the relevant copyright holder about a violation of its legally protected rights, the Fiesta application has the right to delete the content posted by the User or block access to it by Users without notifying the User and without explaining the reasons.

2.1.16. The User agrees that he is personally responsible for any materials or other information that he uploads or otherwise makes available to the public (publishes) in the Fiesta application. The User may not upload, transmit or publish materials if they were not created personally by the User or for the placement of which the User does not have the permission of the corresponding copyright holder.

2.1.17. The User agrees that the information published by him on the site is publicly available and can be used by third parties.

2.1.18. The User is fully responsible for the consequences that have occurred as a result of his violation of any of the conditions provided for in this User Agreement, and undertakes to satisfy all reasonable claims of third parties related to this on his own and at his own expense. The User is also obliged to settle disputes on his own and at his own expense and satisfy all reasonable

claims of third parties directly or indirectly related to the use of the application by the User.

2.1.19. The Fiesta application has the right to make copies of materials in order to streamline and facilitate the publication and storage of User Content.

2.1.20. If the User has information about the violation of the above rules by other Users, he is obliged to immediately notify the Administration about this.

2.2. Rights and obligations of the Administration

2.2.1. The administration performs the current management of the application and determines the order of its use, the composition of the services, its structure and appearance, allows and restricts access to the application resources, exercises other rights belonging to it.

2.2.2. The Administration has the right to unilaterally delete the account, materials and information posted by the User for any reasons, including, but not limited to, in case of violation by the User of the conditions established by this User Agreement.

2.2.4. The Administration has the right to unilaterally delete materials and information that violate the law or create a threat of such violation without the User's consent.

2.2.5. The Administration is not engaged in the consideration and resolution of disputes and conflict situations arising between Users, but reserves the right to block the User's access in case of receiving motivated complaints from other Users about the incorrect behavior of this User.

2.2.6. The Administration, having received the User's consent to use his personal data, has the right to collect, store, transmit and process the User's personal data for informing him at the specified mail addresses, e-mail, about ongoing promotions and other events of the site/Administration/application and its partners.

2.2.7. Due to the fact that the Fiesta application is open for public access, the Administration does not bear any responsibility for any materials posted by users.

2.2.8. The Administration is not responsible for any behavior of Users using the Fiesta application, both online and offline (offline).

2.2.9. The Administration is not responsible for the dissemination and use by third parties of information published by the User.

2.2.10. The Administration, at the request of the relevant law enforcement and other authorized state body, in accordance with the current legislation, transfers the available information about the User to such law enforcement and/or state body.

3. LIMITATION OF LIABILITY

3.1. The application administration is not responsible for:

- non-compliance with the requirements of the current legislation of materials and information posted by Users in the application;
- for causing harm to the life and health of third parties as a result of information and materials posted in the application by Users;
- for violation of the property, non-property and other rights of third parties related to the use of the application by the User;

- for the complete or partial loss of materials and information posted by the User in the application, as well as for the insufficient quality or speed of the services;
- for any consequences resulting from the violation of the terms of this User Agreement by Users;
- for other actions (inaction) Users who are directly or indirectly related to their use of the application, for which the legislation provides for civil, administrative, criminal or other types of liability, and/or have caused harm and/or losses to third parties.

3.2. The Administration does not compensate for damage, direct or indirect, caused to the User or third parties as a result of the use or inability to use the application.

3.3. In the event of circumstances related to the use of the application by the User and resulting in losses to the Administration of the application (including, but not limited to, the imposition of fines by state regulatory authorities, the presentation of claims, claims and claims by third parties, pre-trial and judicial settlement of disputes with third parties), the Administration of the application, The user is obliged to reimburse the Application Administration for all losses incurred by him / them in this regard within 7 (seven) banking days from the date of the Application Administration's request for this on the basis of the invoice issued by them.

4. INFORMATION SECURITY

4.1. The application administration is not responsible for the safety of the User's account name and password.

5. DISPUTE RESOLUTION.

The norms of the legislation of the state of the User's location apply to this agreement. If there are disputes related to the conclusion, execution or termination of this agreement, such disputes are resolved by the court at the location of the Copyright Holder in accordance with the law.

6. COPYRIGHT OWNERSHIP

6.1. The exclusive right to the system for creating and managing the services of the Fiesta application belongs to the Owners of the application.

7. TERMS OF USE OF THE Application

7.1. The User has the right to use the information resources of the application exclusively in accordance with the requirements established by this User Agreement, as well as the legislation in force in the country of the User's location.

7.2. The User does not have the right to:

- use the application for the purpose of committing criminal acts;
- to place materials and information containing information constituting a state or other secret specially protected by law in the application;
- post calls for the implementation of terrorist activities or publicly justifying terrorism, other extremist materials and information;

- post materials and information promoting pornography, the cult of violence and cruelty, as well as materials and information containing pornographic images and texts, offensive, obscene and obscene words and expressions;
- post materials and information containing propaganda or agitation of social, racial, national or religious hatred and enmity, propaganda of war, social, racial, national, religious or linguistic superiority in the application;
- to use hidden inserts and other technical techniques and methods of information dissemination in the materials and information posted in the application that affect the subconscious of people and (or) have a harmful effect on their health, as well as to disseminate information about organizations in respect of which a court has taken a decision on liquidation or prohibition of activities that has entered into legal force without indicating that the relevant public association or other organization has been liquidated or their activities are prohibited;
- to disseminate in the materials and information posted in the application information about the methods, methods of development, manufacture and use, places of purchase of narcotic drugs, psychotropic substances and their precursors, to promote any advantages of using certain narcotic drugs, psychotropic substances, their analogues and precursors, as well as to disseminate other information, the dissemination of which is prohibited by the norms of international law and the legislation of the state of the User's location;
- post materials and information that violate the rights of third parties to the inviolability of their private life, personal and family secrets;
- post materials and information containing information discrediting the honor, dignity or business reputation of third parties;
- post materials and information that violate the property, non-property and other rights of third parties;
- collect personal data of other Users for the purpose of their subsequent processing, i.e. performing actions (operations) with personal data, including their collection, systematization, accumulation, storage, clarification (updating, modification), use, distribution (including transfer), depersonalization, blocking and destruction;
- post personal data in the application, including contact details of other Users or other persons without their prior consent;
- post images of third parties in the application without their prior consent, except in cases provided for by laws;
- post materials and information in the application that contain other false information about Users and/or about the application;
- perform other actions (inaction) directly or indirectly related to the use of the application, for which the legislation provides for civil, administrative, criminal or other types of liability.

OTHER CONDITIONS

If the User does not agree with the terms of this User Agreement, the User does not have the right to use the materials and information.

This version of the User Agreement is valid from the moment of its publication in the application and is mandatory for all Users.