

Terms & Conditions

Last updated: September 16, 2026

Welcome to the Terms & Conditions (the “**Terms**”) governing the website RADARSEE, located at <https://radarsee.tech/>, which is owned and administered by AM DIGITAL LLC, a limited liability company incorporated and operating under the laws of Ukraine (10 Prokhidnyi Tupyk St., Kamianske, Dnipropetrovsk Region, 51925, Ukraine) (referred to here as the “**Company**,” “**we**,” or “**us**”).

These Terms constitute a public offer governing your use of, and access to, this Website, together with all texts, data, information, graphics, logos, services, tools, and functions (collectively, the “**Services**”) that the Company and its affiliates may provide to you through the Website. Please read these Terms carefully, as they contain important information regarding your rights.

By using or accessing the Services, you agree to these Terms. For the purposes of these Terms, “you” and “your” mean you as a user of the Website’s Services.

We specialize in providing Wi-Fi analytics services for traffic measurement and for verifying the number of audience contacts with Out-of-Home advertising. To enter into an agreement for the services described in the preceding sentence, please contact us by e-mail at: am@radarsee.tech

WHO MAY USE THE SERVICE

At the time of using our Services, you must be at least 18 years of age and possess full civil capacity. Persons under the age of 18 are prohibited from using the Services. By using the Services, you represent and warrant that you meet all of these requirements.

CONSENT TO THE COLLECTION AND PROCESSING OF PERSONAL DATA

We undertake to protect your personal data. To this end, we continuously improve our systems and data-handling practices in order to provide you with the best possible service.

Unauthorized actions with respect to computer systems and data give rise to legal liability. We will report any such actions by filing a criminal complaint with the competent law-enforcement authorities and/or by filing a civil claim for compensation of material damages against the responsible persons with the court having jurisdiction over the relevant matter.

RIGHTS OF USERS OF THE WEBSITE SERVICES

In addition to your rights as a data subject, you are further entitled to a license to use the intellectual property covered by the Services, subject to the restrictions on use of the Website Services set out

below.

You may not do any of the following, except where such restrictions are prohibited by law or where you have received the Company's prior written permission to do so:

- download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services;
 - duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
 - use, reproduce or remove any copyright, trademark, trade names, slogan, logos, images, service marks or other proprietary notations displayed on or through the Services;
 - use cheats, automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
 - use the Services in any manner that could disable, overburden, damage, disrupt or impair the Service or interfere with any other party's use of the Services or use any device, software or routine that causes the same;
 - attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, computer systems or networks connected to the Service;
 - circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
 - use any robot, spider, crawlers or other automatic device, process, software or queries that intercept, "mines," scrapes or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
 - introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
 - use the Services for illegal, harassing, unethical, or disruptive purposes;
 - violate any applicable law or regulation in connection with your use of the Services; or
- use the Services in any way not expressly permitted by these Terms.

OWNERSHIP AND CONTENT

Ownership of the Services. The Services and their content, including their "look and feel" (i.e., text, graphics, images, logos), proprietary content, information, and other materials, are protected by copyright, trademark law, the Civil Code of Ukraine, and other intellectual property laws. You agree that the Company and/or its licensors own all right, title, and interest in and to the Services (including all intellectual property rights therein), and you agree not to take any action inconsistent with such ownership rights. We and our licensors reserve all rights relating to the Services and their content (other than your content), including, without limitation, the exclusive right to create

derivative works.

Ownership of trademarks and trade names. The Company's name and all related names (trade name), duly registered trademarks, as well as logos, product and service names, designs, and slogans (trademarks), are items of intellectual property belonging to the Company or its affiliates and are protected under the procedure established by the law of Ukraine within civil or criminal proceedings. This right is absolute, meaning that you must refrain from any action that may infringe or fail to recognize such right.

THIRD-PARTY SERVICES AND MATERIALS

Use of third-party materials in the Services. Certain Services may display, include, or make available content, data, information, or materials of third parties ("**Third-Party Materials**") or contain links to third-party websites solely for your convenience. By using the Services, you agree that we are not responsible for examining or evaluating the content, accuracy, completeness, timeliness, copyright compliance, legality, quality, or any other aspect of such third-party materials or websites. We do not warrant and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials, or websites.

DISCLAIMER AND INDEMNIFICATION

Disclaimer. You access and use the Services at your own risk. You agree that the Services are provided on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted by applicable Ukrainian law, including the Civil Code of Ukraine and the Law of Ukraine "On Consumer Rights Protection."

THE COMPANY, ITS OFFICERS, GOVERNING BODIES, EMPLOYEES, REPRESENTATIVES, PARTNERS, AND LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE FITNESS OF THE SERVICES FOR ANY PARTICULAR PURPOSE OR AS TO NON-INFRINGEMENT, UNLESS OTHERWISE PROVIDED BY AGREEMENT OR BY LAW.

The Company disclaims all liability for: (a) the completeness, accuracy, availability, timeliness, security, or reliability of the Services; (b) any damage to your computer system, loss of data, or other harm resulting from your access to or use of the Services; (c) the operation or compatibility of the Services with any other program or with any particular system or device; and (d) the Services meeting your requirements or being available on an uninterrupted, secure, or error-free basis.

No advice or information, whether oral or written, obtained from the Company or through the Services shall create any rights or obligations not expressly set forth herein.

Legal advice. The information contained in these Terms is provided for informational purposes only and should not be construed as legal advice on any matter. We recommend consulting a qualified attorney if you require legal advice regarding your personal matters or any other issue.

Indemnification. By entering into these Terms and using the Services, you agree to defend, indemnify, and hold the Company harmless from any claims, damages, losses, and liabilities (including attorneys' fees and expenses) arising out of or in connection with: (a) your violation or breach of any term of these Terms or of any applicable law or regulation; (b) your violation of any rights of any third party; (c) any unauthorized use of the Services; or (d) your negligence or willful misconduct.

LIMITATION OF LIABILITY

YOU AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR (A) DAMAGES OF ANY KIND, WHETHER TANGIBLE OR INTANGIBLE, INCLUDING LOST PROFITS AND OTHER LOSSES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE SERVICES), REGARDLESS OF THE LEGAL THEORY OF LIABILITY, WHETHER ARISING UNDER THESE TERMS OR OTHERWISE, INCLUDING UNDER CONTRACT OR THE LEGISLATION OF UKRAINE (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, OR (B) ANY OTHER CLAIM, DEMAND, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE PROVISION OR USE OF THE SERVICES, UNLESS OTHERWISE PROVIDED BY THE LEGISLATION OF UKRAINE.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms are governed by the laws of Ukraine.

By accessing this Website and using our Services, you agree to these Terms and to the exclusive jurisdiction of the courts of Ukraine over any disputes arising in connection with such use.

CONFIDENTIALITY

All personal data is deemed confidential and, accordingly, will not be disclosed to any third party, except to (1) our employees, and (2) where required by law or by an authorized public authority. We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any e-mails sent by the Company will only be in connection with the provision of agreed services and your subscriptions.

ADDITIONAL PROVISIONS

Updating These Terms. We may modify these Terms from time to time, in which case we will update the “Last Revised” date at the top of these Terms. If we make changes that are material, we will use reasonable efforts to attempt to notify you, such as by e-mail and/or by placing a prominent notice on the first page of the Website. However, it is your sole responsibility to review the Terms from time to time to view any such changes. The updated Terms will be effective as of the time of posting, or such later date as may be specified in the updated Terms. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Terms.

Severability. If any provision of these Terms is void, held invalid by a court, or otherwise unenforceable for any reason, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions.

Independent parties. The Company is an independent contractor and not your agent in the performance of this Agreement. There are no third-party beneficiaries, except for persons expressly covered by this Agreement.

Entire agreement. These Terms constitute the entire agreement between the parties regarding use of the Website and will supersede all prior agreements between the parties whether written or oral. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter these Terms.

Force majeure. In accordance with the legislation of Ukraine, force majeure (circumstances of insurmountable force) means extraordinary and unavoidable circumstances that objectively render impossible the performance of obligations under these Terms and under applicable laws and other regulations, namely: hostile attacks, blockades, military embargo, actions of a foreign enemy, general military mobilization, military operations, declared or undeclared war, actions of a public enemy, disturbances, acts of terrorism, sabotage, unrest, invasion, blockade, revolution, mutiny, insurrection, mass riots, seizure of enterprises, requisition, public demonstrations, unlawful acts of third parties, fire, explosion, as regulated by the terms of relevant decisions and acts of public authorities, as well as circumstances caused by exceptional weather conditions and natural disasters, namely: epidemic, severe storm, cyclone, hurricane, tornado, windstorm, flood, snow accumulation, ice, hail, frost, freezing of seas, straits, ports, or mountain passes, earthquake, lightning, fire, drought, subsidence and landslide, and other natural disasters.

A party affected by such an event must promptly notify the other party and make all reasonable efforts to comply with the terms set forth in this document.

Assignment. These Terms and the licenses granted hereunder may be assigned by the Company, but may not be assigned by you without the Company's prior written consent.

How to contact us. All notices to the Company must be delivered in writing by courier, by registered or insured mail (prepaid, with return receipt requested), by e-mail, or by any other means designated by the Company.

Legal notices to us must be sent to am@radarsee.tech, with a copy to the Company's address: 10 Prokhidnyi Tupyk St., Kamianske, Dnipropetrovsk Region, 51925, Ukraine, AM DIGITAL LLC.

Contact Us

If you have any further questions regarding these Website Terms & Conditions, please contact us by e-mail at: am@radarsee.tech