



## END-USER LICENSE AGREEMENT

According to art. 435 of the Civil Code of the Russian Federation, this Agreement is an offer, acceptance of conditions (acceptance) of which is the performance of acts listed in this Agreement.

### 1. DEFINITIONS

1.1. The terms of the Agreement govern relationships between the Copyright Holder and the User and contain the following terminology:

1.1.1. The **Offer** is this document (Agreement) available on the Internet at: [https://boxglass.ru/user\\_agreement](https://boxglass.ru/user_agreement)

1.1.2. The **Acceptance** is full and unconditional acceptance of the offer by performing the acts stipulated in clause 3.1 of the Agreement.

1.1.3. The Copyright Holder is Boxglass Limited Liability Company (OOO Boxglass). OOO Boxglass is a holder of the exclusive rights to the Website.

1.1.4. The User is any individual or eligible person who has accepted the terms of this Agreement.

1.1.5. The **Website** is a set of web pages hosted on a virtual server and forming a single structure located on the Internet at: <https://boxglass.ru> (hereinafter referred to as the Website).

1.1.6. The **Content** is information presented in text, graphic, and/or audiovisual (video) formats on the Website and serving as its content. The Content of the Website is divided into main (user) content and auxiliary (administrative) content, which is created by the Copyright Holder to facilitate the operation of the Website, including the Website interface.

1.1.7. The **Non-Exclusive License** is a non-exclusive right of the User to use the result of intellectual activity specified in clause 2.1 of the Agreement, with the Copyright Holder retaining the right to issue licenses to other persons.

1.1.8. The **Personal Account** is a virtual self-service tool of the Copyright Holder located on the Website.

1.1.9. The **User Personal Account** is a unique login and password to enter the personal account.

### 2. SUBJECT OF THE AGREEMENT

2.1. Under the Agreement, the Copyright Holder grants the User access to the Website at no cost and provides the Services specified in clause 2.2., and the User undertakes to accept these Services.

2.2. In this Agreement, the Services are understood as follows:

2.2.1. Advising on goods/services and special offers of the Copyright Holder, as well as advising on other issues related to the activities of the Copyright Holder.

2.2.2. Informing about the Operator's goods and sending materials about sales promotions carried out by the Operator.

2.3. The Services are provided to the User at no cost.

2.4. This Agreement sets the conditions and procedures for using the results of intellectual activity, including the elements of the Website content, the responsibility of the Parties, and other issues related to the functioning of the Website and the relationships between the Website Users and the Copyright Holder, as well as between Website Users.

### 3. ACCEPTANCE OF THE TERMS OF THE AGREEMENT

3.1. The acceptance (acceptance of the offer) is:

- Registration of the Personal Account of the User

- Sending personal information (name, phone number, and e-mail address) by the User through any feedback form on the Website.

3.2. By performing the acts on acceptance of the offer in accordance with clause 3.1 of the Agreement, the User guarantees that they have read, agreed with, and fully and unconditionally accepted all the terms of the Agreement and undertake to comply with them.

3.3. The User hereby confirms that the acceptance (performance of the acts on acceptance of the offer) is equivalent to signing and conclusion of the Agreement on the terms set out in this Agreement.

3.4. The offer comes into force from the date it is published on the Internet and is valid until the offer is revoked.

3.5. The text of this Agreement is available on the Website. If necessary, any person, upon request, may read a hard copy of the Agreement in the office of the Copyright Holder.

3.6. The Agreement can only be accepted in its entirety (clause 1 of article 428 of the Civil Code of the Russian Federation). After the User accepts the terms of this Agreement, it acquires the force of a contract concluded between the Copyright Holder and the User without being drawn up as a hard copy signed by both Parties.

3.7. The Copyright Holder reserves the right to change this Agreement without any special notice, and the User therefore undertakes to regularly monitor the changes in the Agreement. The revised Agreement comes into force from the time it is published on this page, unless otherwise provided for by the revised Agreement. The current version of the Agreement is always available on this page.

3.8. By performing the acts on the Acceptance of the Agreement, the User guarantees that they have specified complete and reliable data in the Personal Account allowing accurate identification of the User, and that they are empowered and legally entitled to enter into contractual arrangements with the Copyright Holder.



## 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

### 4.1. The Copyright Holder shall:

4.1.1. Refrain from any acts that might prevent the User from exercising their right to use the Website within the limits set forth by the Agreement.

4.1.2. Provide information on working with the Website via e-mail.

4.1.3. Use all personal data and other confidential information about the User only to provide services in accordance with the Agreement and not give the documents and information about the User to third parties.

4.1.4. Ensure the confidentiality of the information entered by the User when using the Website through the User Personal Account, unless such information is placed in publicly available sections of the Website (for example, chat room).

4.1.5. Advise the User on all issues related to the Website. The complexity of the issue, the range and dates of the advice are determined on a case-by-case basis by the Copyright Holder independently.

### 4.2. The User shall:

4.2.1. Use the Website only within the limits of the rights and in the ways provided for in the Agreement.

4.2.2. Give true, not fictional, information when registering a Personal Account. In the event that the information provided is found to be unreliable or the Copyright Holder has reasonable doubts about its reliability (including the cases when the Copyright Holder attempts to contact the User, and the specified contact information proves non-existent), the Copyright Holder has the right to unilaterally terminate relationships with the User, delete the User personal account and block access to the Website.

4.2.3. Keep the information about their password granting access to the User Personal Account secret and not disclose it to third parties. In the event that such information becomes known to third parties for whatever reason, the User is obliged to immediately change the password.

4.2.4. Strictly adhere to and not violate the terms of the Agreement, as well as ensure the confidentiality of commercial and technical information obtained during cooperation with the Copyright Holder.

4.2.5. Refrain from copying in any form, changing, upgrading, and disseminating the Website, the Website content (or any its part), as well as refrain from creating derived objects on its basis without prior written permission of the Copyright Holder.

4.2.6. Not use any devices or computer software to interfere or attempt to interfere in the normal functioning of the Website of the Copyright Holder.

4.2.7. Inform the Copyright Holder of all known facts of misuse of the Website by third parties immediately .

4.2.8. Use the Website without violating the property and/or personal non-property rights of third parties, as well as without violating prohibitions and restrictions established by the applicable law, including but not limited to the following: copyright and related rights, rights to trademarks, service marks and geographical indications, rights to industrial designs, and rights to use images of people.

4.2.9. Not publish and/or disseminate illegal, indecent, misleading, defamatory, threatening, pornographic, and/or hostile materials, materials containing harassment and/or signs of racial or ethnic discrimination calling for action that can be considered a criminal offense or can violate any law as well as can be considered to be unacceptable for other reasons, materials that promote violence and cruelty, and materials containing obscenities.

4.2.10. Not disseminate promotional materials in personal messages to other Users without their prior consent to receive such materials (SPAM).

4.2.11. Fulfill other obligations stipulated by the Agreement.

### 4.3. The Copyright Holder has a right to:

4.3.1. Suspend or terminate the registration and access of the User to the Website if the Copyright Holder reasonably believes that the User misconducts.

4.3.2. Gather information about the preferences of the Users and how they use the Website (most frequently used functions, settings, preferred time and duration of work with the Website, etc.), which is not personal data, in order to improve the operation of the Website, diagnose and prevent malfunctions of the Website.

4.3.3. Request additional information about their position and occupation, including information about the company they represent, from the User on registration of their personal account or at any time. The Copyright Holder has a right to refuse the User using the Website (up to deletion of the User Personal Account) or to limit its use at their own discretion if they are not an employee of the company or a representative of the person the Website is intended for, or if the User refuses to provide the requested information. The Copyright Holder, at their own discretion, has the right to grant limited access to the Website for information purposes to other persons who do not carry out core activities.

4.3.4. Unilaterally amend the Agreement by issuing its revised versions.

4.3.5. Delete user content at the request of authorized bodies or interested parties in the event that this content violates the applicable law or rights of third parties.

4.3.6. Suspend the Website operation and partially restrict or withdraw access to the Website until the essential maintenance and/or update of the Website are completed. The User is not entitled to claim damages for such suspension of services or limitation of the Website availability.

### 4.4. The User has a right to:

4.4.1. Use the Website within the limits and in the ways provided for in the Agreement.



4.5. The User shall not give consent to the fulfillment of this Agreement if they have no legal right to use the Website in the country where they stay or reside, or if they are below the age when they are entitled to conclude this Agreement.

## 5. TERMS AND CONDITIONS OF USE

5.1. Provided the User fulfills this Agreement, the User is granted a non-exclusive license to use the Website from a personal computer, a mobile phone, or another device to the extent and in accordance with the procedure established by the Agreement without a right to grant sub-licenses and assignments.

5.2. In accordance with the terms of the Agreement, the Copyright Holder grants the User the right to use the Website in the following ways:

5.2.1. Use the Website to view, read, leave comments and other messages, and use other functionality of the Website, including by presenting on the monitor (screen) of the User's device/equipment.

5.2.2. Download information for a short time to use the Website and its functionality.

5.2.3. Cite some of the user content of the Website providing the source of the citation with a link to the Website URL.

5.2.4. Permitted use: reproduction for personal and non-commercial purposes.

5.3. The User shall not do the following when using the Website or any parts of the Website:

5.3.1. Modify or otherwise remake the Website, as well as translate it into other languages.

5.3.2. Copy, distribute, or remake materials and information contained on the Website, unless this is necessary and caused by the implementation of the functionality available to a specific User.

5.3.3. Violate the integrity of the protective system or perform and acts aimed at circumventing, removing, or deactivating technical protection means; use any software codes designed to distort, delete, damage, imitate, or violate the integrity of the Website and transmitted information or protocols.

5.4. Any rights that are not expressly granted to the User in this Agreement shall remain with the Copyright Holder.

5.5. The Website is provided by the Copyright Holder "as is" without a warranty of the Copyright Holder or any responsibility for remedial action, maintenance support, and improvement.

5.6. Regarding user content, the User guarantees that they own or possess necessary licenses, rights, consent, and permissions to use and grant the Copyright Holder the right to use all user content in accordance with this Agreement. The User also guarantees that they have a written consent and/or permission of each person somehow present in the user content to use personal data (including images if necessary) of that person in order to publish and use the user content in a way provided for by this Agreement.

5.7. By accepting the terms of this Agreement, the User grants the Copyright Holder and other Users a non-exclusive gratuitous right (a non-exclusive license) to use materials that the User adds (publishes) on the Website in sections that can be accessed by all Users or some of them (chat rooms, discussions, comments, etc.). The specified right and/or permission to use the materials are granted at the time the User adds such materials to the Website for the full duration of the exclusive rights to objects of intellectual property or protection of non-property rights to the specified materials to use them all over the world.

## 6. PERSONAL DATA

6.1. To fulfill the terms of the Agreement, the User agrees to provide and gives consent to the processing of the User's personal data in accordance with Federal Law On Personal Data No. 152-FZ as of July 27, 2006 ("personal data" means personal information that the User provides about themselves for the acceptance of the Agreement) on the following terms:

6.1.1. Purpose of personal data processing: execution of this Agreement.

6.1.2. List of personal data to processing of which the subject of personal data gives their consent:

- First name
- Last name
- Telephone number
- E-mail address

6.1.3. List of acts to perform which in relation to personal data the consent is given, general description of the methods used by the Operator to process personal data:

- collection, recording, systematization, accumulation, storage, review (updating, modification), retrieval, use, transfer (provision, access), depersonalization, blocking, deletion, and destruction.

Mixed processing; with transfer over the operator's internal network; with transfer via the Internet.

6.1.4. The Buyer's consent to personal data processing is given for an unlimited period of time.

6.1.5. Withdrawing the consent to personal data processing:

- This consent can be withdrawn by me in writing.
- This consent is valid until the date it is withdrawn by me by sending a written notification of the withdrawal in any form to the Operator, unless otherwise provided by the legislation of the Russian Federation.

6.2. The Copyright Holder guarantees the confidentiality of the User's personal data and provides access to personal data only to those employees who need this information to fulfill the terms of the Agreement, ensuring the specified persons keep the personal data confidential and process them securely. The Copyright Holder also undertakes to maintain the confidentiality of all information received from the Users, regardless of the content of such information and the methods



for obtaining them.

6.3. In case the User details (login/password) to access the personal account are lost, the User has a right to request this information from the Copyright Holder by sending a request to the e-mail address of the Copyright Holder.

6.4. Information received by the Copyright Holder (personal data) is not subject to disclosure unless its disclosure is mandatory under legislation of the Russian Federation or required for the operation of the Website and its functions (for example, when comments are published in the Comments section, the name, date and time the comment was made are shown under the comment written by the User).

## 7. RESPONSIBILITY OF THE PARTIES

7.1. The Parties shall be liable for failure to fulfill or improper fulfillment of their obligations in accordance with the terms of the Agreement and the legislation of the Russian Federation.

7.2. The Copyright Holder does not assume responsibility for the conformity of the Website to the intended use.

7.3. The Copyright Holder is not responsible for malfunctions of the Website. At the same time, the Copyright Holder undertakes to take all reasonable measures to prevent such malfunctions.

7.4. The Copyright Holder is not liable for any actions of the User related to exercising the granted rights to use the Website and for damages of any kind suffered by the User due to the loss and/or disclosure of their data, or when using the Website.

7.5. In the event that a third party files a claim with the Copyright Holder in relation to violation of the Agreement or existing laws by the User, or violation of rights of third parties (including intellectual property rights) by the User, the User undertakes to compensate the Copyright Holder for all costs and losses, as well as to pay any compensation and other costs associated with this claim.

7.6. The Copyright Holder is not responsible for the content of messages or materials of the Website Users (user content), any opinions, recommendations or advice contained in such content. The Copyright Holder does not do a preliminary check of the content, authenticity, and safety of these materials or their components, as well as their compliance with the requirements of the applicable law, and whether the Users have the necessary rights to use these materials without fail.

## 8. RESOLUTION OF DISPUTES

8.1. The procedure for pre-trial settlement of disputes arising from this Agreement is binding on the Parties.

8.2. Letters of claim shall be sent by the Parties by courier or registered mail with a return receipt to the location address of the Party.

8.3. The Parties shall not send letters of claim otherwise than specified in clause 8.2 of the Agreement.

8.4. The time for reviewing the letter of claim is twenty (20) working days after the addressee receives the letter of claim.

8.5. Disputes under this Agreement shall be resolved in the Arbitration Court of the Udmurt Republic.

## 9. FINAL PROVISIONS

9.1. This Agreement is regulated and interpreted in accordance with the law of the Russian Federation. Issues not regulated by this Agreement shall be resolved in accordance with legislation of the Russian Federation. All possible disputes arising from the relations governed by this Agreement shall be resolved in accordance with the procedure established by the current legislation of the Russian Federation and according to Russian law. Throughout this Agreement, the term "legislation" means legislation of the Russian Federation.

9.2. The rules of consumer rights protection provided for by legislation of the Russian Federation cannot be applied to the relationships between the User and the Copyright Holder in view of gratuitousness of the services provided under this Agreement.

## 10. DETAILS OF THE COPYRIGHT HOLDER

**Boxglass Limited Liability Company (OOO Boxglass)**, INN/TIN: 1841058191, KPP: 184101001, OGRN:

1151832023056, Legal address: Office 312, 145A Udmurtskaya Street, Izhevsk, Udmurt Republic, 426077, Russia