



## **AGREEMENT ON THE USE OF MATERIALS AND SERVICES OF THE WEBSITE <https://polati.ru/> (USER AGREEMENT)**

Dear User, thank you for visiting our Website!

Please read this Agreement carefully. You are required to comply with the terms of this Agreement when accessing the Website, using the services and applications offered on the Website.

If you do not agree to the terms of this Agreement, you may not use the Website or any services, applications, or pages located within the Website's domain zone. Please leave the Website.

Your use of the Website constitutes proper acceptance of this Agreement and your full consent to all its terms.

### **1. Terms and definitions**

1.1. **Administration** - POLATI LLC (address: 141006, Russian Federation, Moscow Oblast, Mytishchi, 29A Olimpiyskiy Prospekt, office 402).

1.2. **User** – a natural person, directly or indirectly identified or identifiable through personal information (data) (including individual entrepreneurs), who is a visitor of the Website (including potential or active users).

1.3. **Website** – a collection of graphic and informational materials, as well as software and databases, that provide for the public display of information and data, united by a common purpose, and their availability on the Internet at the following address: <https://polati.ru/>. The Website is the property of the Administrator.

1.4. **The Content of the Website (hereinafter referred to as the Content)** – protected results of intellectual activity, including literary texts, titles, prefaces, annotations, articles, illustrations, covers, musical works with or without lyrics, graphic, textual, photographic, derivative, compiled and other works, user interfaces, visual interfaces, trademarks, logos, software, databases, as well as the design, structure, selection, coordination, appearance, general style and layout of this Content contained on <https://polati.ru/>.

1.5. **Agreement** – this Agreement between the User and the Administrator, establishing rules for using the Website, including graphic images, audiovisual content, design elements, proprietary marks, text and documentation, software, downloadable files, and any other works, objects and materials of the Website, as well as terms and rules for posting User-generated content in the Website's open sections.

### **2. General terms and conditions**

2.1. This Agreement governs the relationship regarding the use of the Website located at: <https://polati.ru/> between Limited Liability Company "POLATI", OGRN (Primary State Registration Number) 1145029009982, INN (Tax Identification Number) 5029188770, address: 141006, Russian Federation, Moscow Oblast, Mytishchi, 29A Olimpiyskiy Prospekt, office 402) and the User, who has accepted the terms of this Agreement in full and unconditionally.

2.2. The subject of this Agreement is to provide the User with access to services offered on the Website.

2.2.1. The Website provides the User with the following services:

- access to electronic content with viewing rights;
- access to the Website navigation tools;
- ability to submit service/product requests;
- access to information about services/goods.

2.2.2. This Agreement applies to all currently functioning Website services as well as any future modifications or newly added services.

2.3. This Agreement is a public offer and valid in electronic form without the need for bilateral signing. Accessing the Website constitutes the User's acceptance of the Agreement.

2.4. This Agreement and the Parties' relations arising from it are governed by the laws of the Russian Federation. Unregulated issues shall be resolved in accordance with applicable Russian law.

2.5. If the User disagrees with any part of the Agreement or its appendices, they must immediately cease using the Website.

2.6. The Administrator has the right to unilaterally change this Agreement or its appendices at any time without prior notice. All changes shall come into force on the date of posting on the Website, unless a longer period for the entry into force of the changes is additionally specified upon publication of a new version of the Agreement.

2.7. The User must monitor changes to the Agreement by reviewing the current version at least once every two days. The Website User is solely responsible for any consequences arising from failure to review the Agreement and its appendices.

2.8. If the Administrator makes any changes to the Agreement (appendices) with which the Website User does not agree, the User is obliged to cease using the Website. Continued use of the Website after any changes to the Agreement constitutes acceptance of the updated Agreement.

2.9. Materials, files, and services on the Website may not be reproduced in any form or way without prior written permission of the Administrator, unless explicitly allowed herein. When reproducing any content, including copyrighted works, a link to the Website is mandatory and must not contain false, misleading, or defamatory information. Translation, processing (modification), any change to the materials of the Website, as well as any other actions, including deletion, modification, addition of inconspicuous information and information about copyright and copyright holders, are not permitted.

2.10. Access to protected sections of the Website and the subdomains is permitted only to registered Users with passwords. Passwords may not be shared with others, and the User is fully responsible for all damages caused to the User, the Administrator, or third parties, arising from the intentional or unintentional sharing of the password by the User with another person. The User is responsible for maintaining the confidentiality of the password and for any use of the Website using their password.

2.11. Any use of materials from the protected sections of the Website, whether through reproduction in any form or by any means, is prohibited.

2.12. Any software downloadable from the Website (hereinafter referred to as the Software) is protected by copyright and constitute the intellectual property of the Administrator, its partners, or other third parties who have granted the Administrator the appropriate rights and permissions to use such Software. The rules, conditions, and restrictions for the use of the Software are governed by the terms of the license agreements, which the User agrees to when installing, launching, and using the Program. Unauthorized use may lead to civil, administrative, or criminal liability applied to the User. The User may not reproduce, distribute, modify, or otherwise use the Program unless such method is provided for in the Program's license agreement.

### **3. Rights and Obligations of the Parties**

3.1. The Administrator has the right to:

3.1.1. Modify the terms of Website use, as well as the Website's content. Such modifications shall

come into force from the moment the updated version of the Agreement is published on the Website.

3.1.2.Delete User accounts if the User violates the terms of this Agreement and/or the current legislation of the Russian Federation.

3.1.3.Refuse registration without providing a reason.

3.2. The User has the right to:

3.2.1.Use all available services on the Website, as well as purchase any Services (Products) offered on the Website.

3.2.2.Ask any questions regarding the website's services by email: [agreements@polati.ru](mailto:agreements@polati.ru).

3.2.3.Use the Website exclusively for purposes and in ways provided by the Agreement, and not prohibited by the legislation of the Russian Federation.

3.2.4.Request that the Administration hide any information about the User.

3.2.5.Obtain access to the Website's services after meeting registration requirements.

3.3. The Website User undertakes to:

3.3.1. Provide, upon request of the Administrator, additional information directly related to the services provided on the Website.

3.3.2. Respect the intellectual property rights, both proprietary and non-proprietary, of authors and other copyright holders when using the Website.

3.3.3. Refrain from any actions that could be considered as disrupting the normal operation of the Website.

3.3.4. Never distribute through the Website any information about individuals or legal entities, if it is confidential or protected by the Russian law.

3.3.5. Avoid any actions that may compromise the confidentiality of information protected by the Russian law.

3.3.6. Never use the Website to distribute advertising information unless authorized by the Administrator.

3.3.7. Never use the services with the intention of:

3.3.7.1. Violating the rights of minors and/or causing them harm in any form.

3.3.7.2. Infringing on the rights of minorities;

3.3.7.3. Misleading others regarding the properties and characteristics of any service posted on the Website.

3.3.7.4. Making unfair comparisons of services/products or promoting a negative attitude toward individuals who do (not) use certain services, or condemning such individuals.

3.3.7.5. Uploading content that is illegal, infringes on the rights of third parties, promotes violence, cruelty, hatred and/or discrimination based on race, nationality, gender, religion, or social status; contains false information and/or insults toward specific individuals, organizations, or authorities.

3.3.7.6. Inciting unlawful activities or assisting individuals whose actions violate restrictions and prohibitions established in the Russian Federation.

3.3.7.7. Ensure the accuracy of the information provided.

3.3.7.8. Ensure the security of personal data from access by third parties.

3.3.7.9. Update the Personal Data provided at registration if any changes occur.

3.4. The User is prohibited from:

3.4.1. Using any devices, programs, procedures, algorithms, or methods—whether automatic or manual equivalents for accessing, acquiring, copying, or tracking the Content of the Website.

3.4.2. Disrupting the proper functioning of the Website.

3.4.3. Bypassing, in any manner, the Website's navigational structure to obtain or attempt to obtain any information, documents, or materials by any means not specifically made available through the Website's services.

- 3.4.4. Gaining unauthorized access to the Website's functions, any other systems or networks related to the Website, or to any services offered on the Website.
- 3.4.5. Violating the Website's security or authentication system, or any security measures of networks associated with the Website.
- 3.4.6. Performing reverse lookups, tracking, or attempting to track any information about another User of the Website.
- 3.4.7. Using the Website and its Content for any purposes prohibited by the legislation of the Russian Federation, or inciting any illegal activity or other actions that violate the rights of the Website or third parties.

#### **4. Use of the Website**

- 4.1. The Website and the Content contained within it are owned and operated by the Administrator.
- 4.2. The Content of the Website is protected by copyright law, trademark law, other laws related to intellectual property, and legislation on unfair competition.
- 4.3. This Agreement also applies to all additional terms and conditions related to services provided on the Website.
- 4.4. Any information posted on the Website should not be interpreted as a modification of this Agreement.
- 4.5. The Administrator reserves the right to change, at any time and without notifying the User, the list of services, goods, and features offered on the Website and/or their prices.

#### **5. Liability**

- 5.1. Any losses incurred by the User due to intentional or negligent violation of any provision of this Agreement, or as a result of unauthorized access to another User's communications, shall not be reimbursed by the Administrator.
- 5.2. The Administrator shall not be held liable for:
  - 5.2.1. Delays or failures in the execution of operations resulting from force majeure, or any malfunctions in telecommunications, computer, electrical, or other related systems.
  - 5.2.2. The actions of money transfer systems, banks, or payment systems, or any delays related to their operations.
  - 5.2.3. The proper operation of the Website if the User lacks the necessary technical means to access it, nor shall the Administrator be obligated to provide such means.

#### **6. Violation of the terms of the user agreement**

- 6.1. The Administrator reserves the right to disclose information about the User if such disclosure is required or permitted by the applicable legislation of the Russian Federation.
- 6.2. The Administrator may, without prior notice, terminate and/or block the User's access to the Website if the User violates this Agreement or the terms of use contained in any related documents, as well as in the event the Website is discontinued or due to technical failure or issues.
- 6.3. The Administrator shall not be liable to the User or any third parties for terminating access to the Website in the event the User violates any provision of this Agreement or any other document containing the Website's terms of use.

#### **7. Dispute Resolution**

- 7.1. In the event of any disagreements or disputes between the Parties to this Agreement, a mandatory precondition before filing a lawsuit shall be the submission of a claim (a written proposal for voluntary dispute resolution).
- 7.2. The recipient of the claim shall, within thirty (30) calendar days from the date of its receipt,

provide the claimant with a written response regarding the outcome of the review.

7.3. If a dispute cannot be resolved amicably, either Party may apply to a court to protect their rights in accordance with the current legislation of the Russian Federation. All possible disputes arising from or related to this Agreement shall be settled in accordance with the laws of the Russian Federation at the place of the Administrator's registration.

## **8. Miscellaneous**

8.1. Nothing in this Agreement shall be interpreted as establishing agency relations, partnership, joint venture, employment, or any other type of relationship between the User and the Administrator unless explicitly provided for in this Agreement.

8.2. If any provision of this Agreement is deemed invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions.

8.3. The User confirms that they have read and unconditionally accept all the provisions of this Agreement.

8.4. For any issues related to infringement of the Administrator's copyrights, unlawful use of Website materials, or posting of false or misleading information about the Administrator, please contact us via email at: [agreements@polati.ru](mailto:agreements@polati.ru).