

## USER AGREEMENT

Publication date: 16.09.2020

Limited Liability Company "Sorevnovaniya Analiza Dannykh" (PSRN 1187746174758, TIN 7707408527) does hereby invite any applicant who meets the terms of this Agreement to accept the offer to sign this Agreement on the terms as follow.

This Agreement is equivalent to a written agreement. The Agreement is deemed concluded, and is effective, with the person who accepts it in accordance with the procedure as may be prescribed by Section 1 hereof.

### Terms and Definitions

Terms and definitions in this Agreement shall have the meanings defined in this Section of the Agreement or in the text of the Agreement, whereby the terms not defined in this section but used in the text of the Agreement shall be construed in the way they are defined in federal regulations, and if the legal definitions of such terms are not available, they are construed in accordance with the civil civil commerce standards.

1. **"Agreement"**: this User agreement, including all Annexes thereto being its integral part, as well as addendum and amendments, being its integral part, either.
2. **"Administrator"**: LIMITED LIABILITY COMPANY "SOREVNOVANIYA ANALIZA DANNYKH" (PSRN 1187746174758, TIN 7707408527).
3. **"User"**: the person (individual, legal entity) who entered into this Agreement with the Administrator.
4. **"Programs"**: a computer system that is a package of software programs and databases that helps you enjoy the Service functionality using SWs.
5. **"Service"**: the service available to Users on Websites owned by the Administrator titled under "ODS.ai", which is a single information system that offers the opportunities to the Users to take part in competitions held on the Administrator's Websites and events held by the Administrator.
6. **"Administrator's Website" or "Website"**: Administrator's websites on the Internet, located at: <http://ods.ai/>, <https://datafest.ru/>.
7. **"License"**: a simple non-exclusive license (no right to sub-license) provided by the Administrator to the User under the terms specified herein.
8. **"Registration"**: User account creation procedure with a Username and Password assigned to the User based on registration data submitted.
9. **"Login"**: name (ID) of the User account that is assigned to the User upon the registration and used for Authorization.

10. **"Password"**: a password set by the User during registration (or later, it is changed) (a set of characters, numbers, and/or letters) to use with the Login for Authorization.
11. **"Authorization"**: the User authentication and activation of his/her User Account by entering the Username and Password assigned to the User during Registration into a special form of the Service interface or in otherwise as available in the relevant section.
12. **"User account"**: a unique User account on the Service that correlates the Personal Data, Username, Password, and other information on User-related actions on the Service.
13. **"Unauthorized access"**: illegal actions of any User and/or third parties to illegally get the access to the account of the certain User (regardless of whether such actions violate the rights of the Service, the Administrator, any of the Users or third parties).
14. **"Personal Data"**: data of the User or their representative interacting with the Service, (i) submitted during the Registration and available in the User account, including the last name, first name, patronymic, address, mobile phone number, e-mail address, etc., and (ii) obtained by the Administrator during the use of the Service by the User (including all personal data mentioned in the Privacy Policy).
15. **"Privacy policy"**: the Administrator's privacy policy used for the Service operation (the text of the policy is available in Annex 1 hereto and/or in a separate document on the Service and/or on the Administrator's Website), to which the User (and his/her representatives) expresses his/her full and unconditional consent by accepting this Agreement as prescribed in the Section 1 hereof.
16. **"Advertising"**: information distributed in any way, in any form and using any means, addressed to an indefinite range of persons and focused on drawing the attention to the promotion target, forming or maintaining the interest in it and promoting it on the market, complying with requirements of the Federal law No. 38-FZ dd. 13.03.2006 "On advertising" and laws and regulations adopted subject to it.
17. **"Service activities"**: functions available to the User hereunder.
18. **"IP"**: intellectual property.
19. **"Copyright holder"**: the Administrator and/or a third party that holds the exclusive rights to the relevant IP.
20. **"Administrator's IP"**: a totality of protected intellectual property owned by the Administrator (or its affiliates) related to the Service (in particular, identity means, software programs, databases, text, graphical, audio, video, photo and other materials (content), design (including web design) and graphics, illustrations,

images, logos, animations, and other components, as well as all obsolete and unused versions of software, databases, design, and other intellectual property results that are somehow related to the Service, as well as updates, improvements, reworks, adjustments, translations, releases, versions, and derivative results and up-grading of each of the above, etc.), in particular, but not limited to the Program.

21. **"Protection equipment"**: technical means of Service protection, Personal Data, correct operation of the Service, etc.
22. **"Cookies"**: a **fragment of data** sent by the Service and stored on the User's device.

### **Section 1. Conclusion and modification of the terms of this Agreement, Registration and Authorization**

- 1.1. Any use of the Service and/or Registration of the User (whichever is earlier) is the appropriate and sufficient evidence of consent to the Agreement by the User and means that the User has reasonably read the terms and conditions of this Agreement and the Privacy Policy, and also it means the unconditional acceptance of the User Agreement and Privacy Policy, as well as the acquisition of the User rights and obligations under this Agreement and the Privacy Policy for the User.
- 1.2. User registration on the Service is voluntary and free of charge.
- 1.3. Registration is also a duly acknowledgment of the consent of the User to the Administrator to receive messages to the User's e-mail address specified when signing in, related to the Service and events published on the Service, including, but not limited to, the new functions available on the Service, as well as other information.
- 1.4. The Administrator gives the functionality to any person who meets the requirements of the applicable legislation of the Russian Federation and this Agreement, as well as those who give their consent to the terms of this Agreement, to create the User account based on the registration form posted on the Service. The User (or any other person) may not create multiple User accounts for themselves.
- 1.5. When signing in, the User shall submit the Administrator the reliable and up-to-date information to create the User account, including the relevant Personal Data, as well as the Login And Password to the User account that are unique for each User.
- 1.6. The User shall be responsible for the accuracy, relevance, completeness of all information provided by the User to comply with the RF legislation when filling in the registration form, as well as when using the Service later on.
- 1.7. When signing in, the User must complete all or any procedures as follow (as requested by the administrator): (i) to confirm the Registration by entering

the proposed automated test designed to differentiate bots and people; (ii) to confirm the Registration by activating the User account by clicking on the link e-mailed by the Administrator to the User e-mail address specified by the User when filling in the registration form.

- 1.8. If all registration procedures are due and complete, a User account is created for the User on the Service.
- 1.9. Unless otherwise provided herein, the Username and Password chosen by the User are the required and sufficient information for the User to access the Service upon Registration.
- 1.10. Unless otherwise provided herein, upon the Registration the User is offered to use (under the terms set forth herein) the functions of the Service. The User shall not be entitled to post advertising information, as well as other information related to commercial or other income-generating activities, including offering works or services, or sell goods.
- 1.11. The User shall be entitled to store the Username and Password on the devices he/she uses (using the "Cookies") for subsequent auto-authorization on the Service.
- 1.12. With regard to personal data, the User shall be entitled to: (i) change the information previously posted by the User in the User account on his/her own; (ii) delete the User account created by the User by sending a corresponding request to the Administrator's e-mail address (support@datasouls.com).
- 1.13. Thereat, the Administrator undertakes to delete the User account no later than within Thirty (30) consecutive days since the date of receipt of the proper request from the User.
- 1.14. Creating a User account is a proper confirmation of the User's consent to the storage and processing of Personal Data by the Administrator (as well as to their transfer to third parties) in accordance with the Privacy Policy.
- 1.15. The Administrator reserves the right to unilaterally change or supplement any of the terms of this Agreement, and such changes will take effect and become binding for the Administrator and the User since the date of their publication on the Administrator's Website and/or the Service.
- 1.16. The use of the Service, functions of the Service, review of information posted on the Service, as well as saving (not deleting) the User account by the User after the changes that the Administrator made to the Agreement is the User's proper consent to the changes made by the Administrator.
- 1.17. The User undertakes to take all legal and actual actions that depend on him/her to thoroughly read the changes to this Agreement. In particular, the User undertakes to regularly, at least once a week, read the terms of this Agreement to be informed on changes and additions hereto published on the Administrator's Website and/or on the Service.
- 1.18. This Agreement is published on the Administrator's Website.

1.19. If you have any complaints, questions or proposals related to the Service, contact the Administrator at the following e-mail address: support@datasouls.com. When filing a claim to the Administrator, the User must submit the evidence for his/her claim, as well as indicate his/her registration data on the Service.

## **Section 2. Representations and warranties**

2.1. Under the Clause 1, Article 431.2 of the Civil Code of the Russian Federation, the User represents and warranties that:

2.1.1. the User is a fully capable legal entity or a fully capable individual at the age of majority.

If the User is under the age of majority, contact the Administrator at  
the e-mail address: support@datasouls.com, for  
more information on the consent of the legal representative of such User.

If the User is a legal entity, the User represents and warranties that he/she is an authorized representative of such legal entity. Thereat, representatives of the same legal entity are required to register each User under their own User account. Multiple Users are not allowed to use the same User account.

2.1.2. The User's device has been obtained and is being used legally by the User;

2.1.3. When signing in, the User has provided reliable Personal Data requested by the Administrator (if the User has signed in);

2.1.4. The User understands that he/she is not entitled and will not, violating the Agreement, use the Service for commercial purposes or the Administrator's IP and other IPs posted on the Service, the rights to which are held by the Administrator or third parties;

2.1.5. The User shall use the Service and its functions in good faith, as specified herein;

2.1.6. The User undertakes to avoid actions aimed at (i) preventing the stable operation of Service and its functions (ii) Unauthorized Access to User accounts of third parties on the Service, (iii) modification and/or otherwise change the Service and/or its functions, the other components of the Service, and (iv) other actions which the User is not authorized to do under this Agreement;

2.2. The User undertakes:

2.2.1. not to perform actions aimed at disabling or otherwise interfering with the Protection equipment of the Service, including, but not limited to, for the purpose of illegal use, copying of the IPs and/or other unlawful infringement of exclusive rights of copyright Holders;

- 2.2.2. not to study the technology, to decompile or disassemble the Administrator's Website, except in cases expressly provided for by the RF legislation;
  - 2.2.3. not to create copies of the Administrator's software programs and/or Website, as well as its styling (design);
  - 2.2.4. not to alter the Administrator's Website and/or software in any way;
  - 2.2.5. not to perform to change the functioning and efficiency of the Administrator's Website and/or Software;
  - 2.2.6. not to allow the access to the User Account to a third party.
- 2.3. The User shall use the Service exclusively as required herein and by the legislation of the Russian Federation;
  - 2.4. The User shall indemnify and hold the Administrator and/or any third parties for damages caused by his/her actions, including (without limitation) the Copyright Holders, and Suppliers.

### **Section 3. Intellectual Property**

- 3.1. The exclusive rights to IP posted by the Administrator on the Service are enjoyed by their Copyright Holders and are protected under the applicable legislation of the Russian Federation.
- 3.2. The exclusive rights to the Software and the Administrator's IP belong to (or granted by Copyright Holders) to the Administrator and are protected by the applicable legislation of the Russian Federation.
- 3.3. The Service and Software programs may not be used by the User otherwise than specified herein.
- 3.4. The Administrator may at any time delete any information from relevant sections of the Service, change the Service section and functions, move any information published on the Service to any section and also add and delete such information without notice. The Administrator shall not bear the responsibility for any harm, loss or inconvenience caused to the User in connection with such relocation, modification, addition and/or deletion.
- 3.5. The right to use the Software provided to the User free of charge under an open License, solely for the purpose of use of the Service by the User and within the limits set forth herein, for Five (5) years (provided that the relevant components of the Software programs will be used on the Service for the specified period).

### **Section 4. Responsibility of the Administrator and the User**

- 4.1. The User shall not be entitled to transfer his/her Username and Password to third parties, is fully responsible for their safety, as well as the safety of the User account against Unauthorized Access by third parties, solely choosing the method of the Username and Password storage to ensure inaccessibility to third parties.

- 4.2. If the User does not prove otherwise, any actions performed using his/her Username and Password and/or the User account shall be deemed to be performed by the User. In case of Unauthorized Access to the User's Username and Password and/or the User account, or disclosure of the Username and Password to third parties, the User must immediately notify the Administrator as prescribed.
- 4.3. The Administrator shall not check the information placed by the User on the Service in compliance with the applicable law and/or rules of morality before it is published on the Service by the User (pre-screening is not available) and shall not be responsible for the information placed by the User.
- 4.4. The Administrator shall be entitled, as requested by persons whose rights and legal interests are violated by the User's actions on the Service, at his/her discretion, take appropriate action, including, but not limited to, the deletion of the User-posted information, restricting or blocking a range of functions of the Service for the relevant User, including, but not limited to, disabling commenting and leaving feedback on the Service, without prior notice to the User.
- 4.5. If the User posts the advertising or other promotion information, or information related to commercial or other income-generating activities, including offers of works and/or services, sales of goods, the Administrator shall be entitled to block the User's access to the User account and/or unilaterally completely or partially refuse to perform this Agreement.
- 4.6. The Administrator shall be entitled to unilaterally withdraw from the Agreement in whole or in part if the User violates the exclusive and/or copyright rights of the Administrator or the Copyright Holders to the Software or other IPs, or violates other terms of this Agreement.
- 4.7. The User shall not be responsible under the RF legislation, for reproduction, repetition, copying, modification, distribution, as well as use in any other way not provided for in this Agreement, Software or other IPs posted on the Service.
- 4.8. The Administrator shall not be responsible for any damage caused to the User and caused by the use of the Service, including, but not limited to, in cases when the User clicks on links posted on the Service by third parties.
- 4.9. The Administrator shall not be responsible to the User or any third parties for:
  - 4.9.1. actions of the User (or any of the Users) on the Service;
  - 4.9.2. content and accuracy of information used/received by the User on the Service;
  - 4.9.3. consequences of using the information used/received by the User on the Service;
  - 4.9.4. accuracy of Advertisement and other promotion information (banners, commercials, etc.) used/received by the User on the Service or from Suppliers, for the quality

of goods/works/services purchased by the User after viewing the ads or other promotion information posted on the Service, and their possible non-compliance with generally accepted standards or expectations of the User.

- 4.10. The User understands and agrees that the Administrator does not provide any guarantees, express or implied, that the Service, functions, particular elements of the Service, or Software will meet the requirements or expectations of the User. The ability to use the Service, its functions, and elements shall be provided under the generally accepted principle "AS IS" ("as it is"). The Administrator does not assume responsibility for the compliance of the Service, its functions and components, the Software with the User's requirements or expectations.
- 4.11. The Administrator does not give any warranties or representations regarding the technical ability of the User to communicate with the Service and Service functionality.
- 4.12. The Administrator shall not be responsible for violation of the terms and conditions set forth herein by the User and shall reserve the right, in his/her sole discretion, and as requested by any third parties regarding the User's violation of all terms and conditions set forth in this Agreement, or the rights and interests of third parties, to change (moderate) or delete any information published by the User, and to suspend, restrict or terminate the User's access to the User account to all or any of the Service section and Service at any time for any reason or without explanation, with or without notice thereof, not responsible for any loss or damage that may be caused to the User by such action.
- 4.13. If third parties file claims to the Administrator related to the User's actions on the Service, the User undertakes to settle such claims with third parties on their own and at their own expense, holding the Administrator against possible losses and proceedings, as well as to indemnify any and all losses of the Administrator that have arisen in this regard.
- 4.14. The User also undertakes to unconditionally indemnify the Administrator for any losses that the Administrator would incur if the User violates this Agreement or the legislation of the Russian Federation.
- 4.15. The User agrees that the Administrator does not bear any responsibility for the information posted by Users or third parties on the Service in relation to the User or third parties, no held liable for the content of such information, including, but not limited to, the content of texts, comments, reviews, images, as well as any other information posted on the Service.
- 4.16. The Administrator shall not be responsible for any errors, omissions, interruptions, deletion, defects, delays in processing or transmitting data, communication line failures, theft, destruction or unauthorized access by third parties to SW or data posted on the Service.
- 4.17. The Administrator shall not be responsible for technical failures or other problems of any telephone networks or services, computer networks, servers or providers, computer or



phone hardware, software, e-mail service and/or script failures due to technical reasons.

- 4.18. The Administrator shall not be responsible for the Service and/or its functions, or other information to comply with the User's expectations, error-free and/or uninterrupted operation of the Service, termination of the User's access to the Service, functions, SW, the loss of the Login and/or Password of the User and the associated losses of the User.
- 4.19. Under no circumstances shall the Administrator be liable to the User and/or third parties for direct, indirect and/or unintentional damages, including lost profits or lost data, damage to honor, dignity or business reputation, caused in connection with the use of the Service, its functions and/or Software.
- 4.20. The Service may contain links to other resources on the Internet. The User acknowledges and agrees that the Administrator does not control and does not bear any responsibility for the availability of these resources and for their content, as well as for any consequences associated with the use of such resources. Any click-throughs made by the User are made at the User's own risk.

### **Section 5. Final Provisions**

- 5.1. This Agreement is an accession agreement and shall be governed by the applicable legislation of the Russian Federation.
- 5.2. This Agreement is concluded by the User for the indefinite period (unless the specific period is provided for certain provisions of the Agreement) and shall be binding on all Users, including the Users registered before the publication of this Agreement on the Service.
- 5.3. Issues not regulated by this Agreement are subject to resolution in accordance with the legislation of the Russian Federation. The Administrator and the User agree that all disputes related to the performance of this Agreement shall be resolved through negotiations in compliance with the claim procedure, and if it is impossible to resolve such disputes in a pre-trial manner, they will be referred to the court at the Administrator's location.
- 5.4. If any of the provisions of this Agreement are found to be invalid or unenforceable, such provisions of the Agreement shall be considered automatically replaced by the provisions closest in meaning (that is, the provisions that best reflect the will of the Parties set out in such invalid or unenforceable provisions), and the remaining provisions of the Agreement will remain in force.
- 5.5. Unless otherwise provided in this Agreement, any notifications, requests or other messages (correspondence) submitted by the User and the Administrator to each other must be made in writing and sent by mail, by registered mail, by e-mail, on the Website or by courier, as deemed appropriate. The date of receipt of the correspondence is considered to be the date of receipt of the mail, including registered mail, electronic confirmation of delivery when sending via e-mail, or the day of delivery, in the case of sending correspondence by courier. When considering disputes in court, the correspondence

between the Administrator and the User via e-mail and e-mail messages on the Website shall be considered sufficient evidence by the Administrator and the User.

- 5.6. The User and Administrator agree to provide each other with information via electronic channels of communication, realizing the associated risks, including the risk of Unauthorized Access, risk disclosure, risk of misstatement and the risk of transmission of viruses and other malware. The Administrator and the User undertake to launch the anti-virus scan of sent messages before e-mailing to each other.
- 5.7. The User confirms that he/she is aware that the Service may contain content that is intended only for adults.
- 5.8. Nothing in the Agreement can be understood as the establishment of agency relations, partnership relations, joint ventures, personal employment or any other relations between the User and the Administrator that are not expressly provided for in this Agreement.
- 5.9. The Administrator, when changing the legal status, address, bank account and/or other details, notifies the User by publishing such changes on the Service, for example, in the text of this Agreement.
- 5.10. The User, when changing any details and/or personal data of the User, undertakes to make appropriate changes to the Account as soon as possible.

#### **Annexes**

Annex № 1 to the Agreement Privacy Policy of the Administrator and Personal Data.