# Terms of use of the website www.gkrss.ru/www.gkrss.com PUBLIC OFFER CONTRACT

## 1. GENERAL

**1.1.** The public offer contract ("Offer") is addressed to an indefinite group of persons visiting the website located on the Internet at www.gkrss.ru/www.gkrss.com ("Website"). The contract, concluded in the form of a public offer, is stipulated by the Civil Code of the Russian Federation, does not require bilateral signing and is valid electronically.

**1.2.** This Website is offered by "RSS North-West" LLC (TIN 7811696896), hereinafter referred to as the" Administration", created in accordance with the legislation of the Russian Federation, declares that it will consider itself concluded with any person, hereinafter referred to as the" User " a contract on the terms and conditions described in this Offer. The Administration reserves the right, in its sole discretion, to modify and/or supplement this Offer at any time without prior and/or subsequent notice, by posting changes on this page. Further using of the Website by the User after any updates means the User's consent and confirm to such changes and/or additions. Viewing this page for familiarization with the current edition of the Offer is the personal responsibility of the User.

**1.3**. Stated in Offer terms of using ("Terms of use") govern the access and procedure for the use of the Website. Specific terms and conditions may apply to specific data or information.

**1.4**. By accessing or using the Website, the User acknowledges that he has read, understood and agreed by the Terms of use. If the User do not agree, he should not access or use the Website.

## 2. DISCLAIMER AND LIMITATION OF USE

**2.1.** The Administration of the Website is not responsible for the uninterrupted functioning of the Website by reasons for the fault dependent on other technical services (third parties), not reporting to the Administration. At the same time, Administration reserves the right, in its sole discretion, to restrict access to the Website, as well as to its contents at any time without prior and/or subsequent notification, and/or without an explanation of the reason, and is not responsible for the consequences of applying these restrictions.

**2.2.** Administration, the companies belonging to it, partners and third-party owners are expressly disclaim any representations or warranties of any kind whatsoever, including but not limited, for any damage or wrongful acts emerging from responsibilities/or while access to the Website or its content, if there is no evidence of guilty in willful damage or gross negligence. As well not liable for any direct or indirect possible prejudices (harm, damage and loss) caused due to fraudulent activities of third parties, including the use of the designation or trademarks for selfish ends.

**2.3.** Nothing in the Offer can be understood as establishing between the User and the Website Administration any kind of agency relations, partnership relations, joint activity relations, personal hiring relations, or other relations not directly provided by this Offer.

**2.4.** All content on the Website is for personal use only. Is not allowed to copying, reproduction, modification, publication, posting on the Internet, using for commercial purposes or distribution of any materials of this Website by any means. If will establish that the information or content (even partial) of the Website is borrowed without the written permission received, the User is obliged to terminate it use at the first request of the Administration.

#### **3. INTELLECTUAL PROPERTY**

**3.1.** In accordance with the legislation of the Russian Federation, all information provided on the Website, including textual information, photo-graphs, graphic images, design and artistic solutions - are the intellectual property of the Administration. The content, structure, layout pages and the placement of objects are copyrighted as a collective creative work.

**3.2.** Any unauthorized use of the Website materials or data are protected by the legislation of the Russian Federation on the protection of intellectual property, copyright and related rights may entail administrative, criminal, civil and other liability. When copying quotes or articles from the Website only for personal use - any material must be accompanied by an active hyperlink to corresponding web page of this Website.

**3.3.** The trademarks and brands displayed on the Website are the property of the Administration, the belonging companies, partners and third-party owners. The User is not entitled to use any trademarks or service marks posted on the Website without the prior written consent of the Administration or their owners.

# 4. LINKS TO THIRD PARTY SITES

**4.1.** The Website can contain links to other websites belonging to third parties. Administration has no control over these sites, is not responsible for the content and for the accuracy of the information or data presented on them. Links to such sites are provided only for the convenience of Users access. Going through any active link does not automatically connect such sites to this Offer. When visiting other sites presented on this Website, the User should familiarize himself with the terms of use and agreements governing such particular site.

#### **5. JURISDICTION AND RESPONSIBILITY**

**5.1.** These Terms of use and any disputes related thereto shall be governed and interpreted in accordance with the laws of the Russian Federation. Any dispute, claim or cause of action arising out of or in connection with the Terms of use of the Website must undergo pretrial settlement or be submitted to the jurisdiction of the competent courts in St. Petersburg and the Leningrad Region. In case of any discrepancies between Russian and English texts of this Offer, the Russian version will prevail.

**5.2.** All data on the Website are provided on an "as is" basis. If the current law of Russian Federation does not allow the limitation or exclusion of liability for incidental or consequential possible damage (harm, loss, etc.), or exclude implied warranties, such limitations and exclusions may be applied to the extent permitted by applicable law.

**5.3.** Personal data of Users are processed in accordance with the requirements and terms of the Federal Law of the Russian Federation FL-No.152 dated 27 July 2006 "On Personal Data" and the Privacy Policy posted at <u>http://gkrss.ru/docs/privacy\_policy.pdf</u>.

**5.4.** Violation of copyright and related rights is the basis to prosecute Users liability, provided by law, including, but not limited to, Article 1252, Art.1301 of the Civil Code of the Russian Federation, Art.146 of the Criminal Code of the Russian Federation, Art.7.12 of the Code of Administrative Offenses.

**5.5.** If rights or interests will violate because of the actions/inactions of the Administration, claims can be sent to the email address: <u>support@gkrss.ru</u>, or by using the contact form of feedback at: <u>www.gkrss.ru/contacts.html</u>. The Administration shall review claims in accordance with the general procedure for incoming requests within a period not exceeding thirty (30) calendar days from the date of reception.