# **User Agreement**

https://vr-labs.ru

### 1. Terms and Definitions

1.1. For the purposes of this User Agreement, the below-listed terminology has the following meaning:

1.1.1. Agreement and User Agreement mean this User Agreement posted on the Website at https://vr-labs.ru/order/.

1.1.2. Website means an Internet resource located at https://vr-labs.ru. Depending on the context, the Website also means the Website's software, design (graphic design), Database, any section (subsection), as well as Information posted on the Website by the Website Administration and Users.

#### 1.1.3. Website Administration:

Vizex Info Ltd. (2 NOVODMITROVSKAYA STR., BUILDING 1, FLOOR 15, OFFICE XCVIIIG, ROOM 1, MOSCOW, 127015; INN 7714897727; OGRN 1137746127793), a company that owns all the relevant exclusive property rights to the Website, including to its domain name, and administers the Website.

1.1.4. User means a person who has registered and (or) authorised in accordance with section 3 of this Agreement, and has a Personal Account. For the purposes of this User Agreement, the User also means a person who has not registered, but accesses the Website and/or uses and/or has used it. By accessing the Website, Users confirm that they agree with the User Agreement and requirements established herein.

1.1.5. Account means a special subsection of the Website that stores User Personal Data as well as other Information that can be posted only by a specific User.

1.1.6. Personal Account means the User's personal page on the Website that provides access to its functionality.

1.1.7. User Personal Data mean Information about Users of the Website obtained when they use the Website and classified as Personal Information pursuant to the Privacy Policy (the Personal Data Processing Policy of Vizex Info Ltd., hereinafter referred to as the "Privacy Policy"): https://vr-labs.ru/LA/Policy\_PD\_processing.pdf.

1.1.8. Information means information posted on the Website by Users or the Website Administration, including User Personal Data, links to other websites, text messages, reviews (User Reviews), photos (images), audio and/or video content, computer programmes, and other files.

1.1.9. Database means a collection of Information posted on the Website. Any Information posted on the Website, as well as its selection, grouping, and

layout is considered as intellectual property of the Website Administration and (or) other copyright holders.

1.2. Any terminology or concept used in this User Agreement and not explained in the "Terms and Definitions" section will be interpreted as per the context of the Agreement. Should any disagreement on the terms and/or concepts used in the User Agreement take place, the interpretation determined by the Website Administration will apply.

# 2. Subject and General Provisions

2.1. This User Agreement (hereinafter, the "Agreement") establishes terms and conditions for using and posting Information on the Website. It is also an agreement between Users and the Website Administration which comes into force instead of all previous agreements between Users and the Website Administration.

2.2. If Users access, use and (or) perform any other activities on the Website, this means they agree and undertake to comply with the Agreement, as well as with the documents listed in clause 2.3. herein.

2.3. For other cases not covered by this Agreement, the relationship between Users and the Website Administration shall be regulated by:

- User Agreement by Yandex (https://yandex.ru/legal/rules/?lang=en);
- User Agreement by Selectel (https://files.selectel.ru/docs/en/user-agreement.pdf);
- Privacy Policy (https://vr-labs.ru/LA/Policy\_PD\_processing.pdf);
- License Agreement (the offer posted on the Website) in case the User acquires the rights to use software of Vizex Info Ltd. (https://vr-labs.ru/order/);
- applicable laws of the Russian Federation.

## 3. Registration and Authorisation

3.1. To gain access to all Website features, the User needs to register according to the terms and conditions specified herein. Accounts of third-party services that support integration with the Website can be used for authorisation. By authorising with a third-party account, the User agrees that provided Information will be processed according to the Privacy Policy (https://vr-labs.ru/LA/Policy\_PD\_processing.pdf) so that they can use the Website's features.

3.2. When registering, the User agrees to provide truthful, reliable, accurate and complete Information and keep it up to date. If any changes occur, the User undertakes to update Information at the first login to their Account. At the same time, the User agrees that the Website Administration is generally not obliged to verify the User's Personal Information or legal capacity.

3.3 The User confirms and guarantees that they have no legal and/or other obstacles to perform any actions on the Website.

The User agrees that the Website Administration may assume that all actions on the Website are performed by a person who has provided their data during registration.

3.4 The Website Administration may block and/or delete the User's Account, deny access to all or part of the Website's features, and delete the User's Information without explanation, including in case when the User violates the terms and conditions of the Agreement or provides incorrect Information, or the Website Administration has reason to believe that Information is unreliable, incomplete, inaccurate and violates the terms and conditions of this Agreement, or the User uses someone else's Information.

3.5. The Website Administration reserves the right to require the User to confirm Personal Information and request supporting documents (in particular, identity documents) at any time. The Website Administration, at its discretion, may take measures stipulated in clause 3.4. herein if the User has failed to provide the documents or the Information in documents does not match Personal Information indicated on the Website, as well as when Personal Information provided on the Website is not enough to identify the User.

3.6. The User's individual login and/or password required for authorisation on the Website (Authentication data) is intended for this User only. The User guarantees safety of their login and/or password, including that no third party will have access to them and/or that this Information will not be disclosed by the User to third parties.

3.7 The Website User can choose their role: "Teacher", "Student", etc. If the User is under 18 and chooses the role of a Student (hereinafter, the "student user"), the User confirms and guarantees the compliance with all the following conditions:

- Any action and/or inaction of the student user on the Website and/or as part of this Agreement is considered to be performed by their legal representative (a parent, adoptive parent, trustee or other person in accordance with the law; the consent of other legal representatives is assumed) on behalf of and in the interests of the student user (hereinafter, the "legal representative"), or with the full and free consent and/or approval of the legal representative.

- The legal representative provides the student user with access to the Website's functionality acting on their behalf and in their interests.

- All interactions of the student user with the Website have be controlled directly by the legal representative.

- Provision of any data about the student user, including personal data, shall be carried out by the legal representative acting on their behalf and in their interests, or by the student user's teacher who has legitimate grounds for this (a full and free consent and/or approval of the legal representative, etc.). - All payments on the Website shall be made by the legal representative acting on behalf of and in the interests of the student user. The legal representative takes responsibility for the student user's activity and/or inactivity on the Website, unless the legal representative can prove that it is not their fault that the obligation has been violated.

### 4. User Personal Data

4.1. Personal Data and/or other Personal Information about the User are processed following the terms of the Privacy Policy published at: https://vr-labs.ru/LA/Policy\_PD\_processing.pdf, and this User Agreement serves as the basis for personal data processing (personal data is processed so that one can use the Website's features).

4.2. The User agrees that Personal Data in the User Account are public and any Website User can get acquainted with such data. However, the User can restrict access to their Personal Information if the Website has this functionality.

4.2.1. The User agrees that Information about the User's Subscription, provided for by the Terms of the Website, can be displayed as a special indicator next to the name of the User Account.

4.3. By posting Personal Information on the Website, the User confirms this action and provides this Information to the Website Administration voluntarily.

4.4. The User shall not post Personal Information of other Website Users or use their Personal Information that somehow violates the legislation of the Russian Federation, as well as for illegal purposes, for profit and/or for any other purpose that does not fit the purposes of the Website.

4.5. The Website Administration processes User Personal Data with a view to provide access to the Information contained on the Website, to registration of personal accounts, to the Website's functionality, and to technical support.

4.6. The following Personal Data are processed: first name, surname, patronymic, email address, user type, country, region, city/town/village etc., school, class, avatar, text of requests to technical support, notes about their teams, and texts of description when Users save their laboratory work.

4.7. Personal Data is processed both with and without automation tools.

4.8. When processing personal data, the following actions will be performed: collection, recording, classification, accumulation, storage, clarification (update, change), extraction, use, transfer (provision, access), blocking, deletion, and destruction.

4.9. Processing of personal data is entrusted to: "Selectel", Co. Ltd., 21A Tsvetochnaya str., Saint Petersburg, 196006; and Yandex.Cloud LLC, 16 Lva Tolstogo str., office 528, Moscow, 119021.

4.10. The Website Administration processes Personal Data as long as the User is a party to this User Agreement.

### 5. Information Posted on the Website

5.1. By posting Information on the Website, the User guarantees that they have all the necessary rights to do so. If the User does not have the proper rights to post anything on the Website, they undertake not to post any Information.

5.2. When using the Website, the User shall not post the below-listed Information or use the Website for receiving, sending, distributing through/on the Website the Information that:

- contains information that is slanderous, insulting, and damaging/degrading the honour and/or dignity of third parties, as well as threats;
- violates the rights and legally protected interests of third parties;
- violates the rights of citizens to privacy and public order;
- promotes the discrimination of people based on their race, ethnicity, sex, religion, social status, sexual orientation or other grounds;
- promotes and/or advocates for a change in the constitutional order, initiation of war, and religious, racial or ethnic hatred, as well as contains attempts to incite hostility, calls for violence, or infringes upon the rights of minorities;
- contains sexual or other morally offensive content;
- contains extremist content;
- insults the religious feelings of citizens;
- damages the business reputation of the Website Administration and/or third parties;
- has a targeted nature, i.e. Information created in someone's interests that do not fit the purposes of the Website;
- does not comply with the Russian laws and/or this Agreement, and/or is considered illegal in accordance with the legislation of the Russian Federation;
- is protected by intellectual property law (including, but not limited to, information about patents, trademarks, copyrights and/or related rights), and other information protected by law without the appropriate rights and permissions from copyright holders. Should a dispute arise, the User will have to prove that the Information posted does not violate anyone's rights.
- is advertising and has not been approved by the Website Administration;
- shall not be collected, stored, distributed or otherwise processed if it belongs to other Users;

- contains links to other Internet resources whose content contradicts the requirements of Russian legislation and/or this Agreement;
- contains "letters of happiness", systems of Internet income, pyramid schemes, multi-level marketing, business e-mails and other spam (mass, unauthorised and/or unexpected mailing of advertising and informational nature, propaganda, etc.);
- if inaccurate Personal Information is used for registration. One shall not register and perform actions on the Website on behalf of another living or deceased person, indicate Personal Information of third parties, and represent third parties in an illegal way and by illegal means;
- regardless of the excuse, it is not allowed to use the Website to extort or receive money from other Users and/or third parties;
- promotes or induces the use of alcoholic, narcotic and psychotropic substances, or includes sex trade;
- it is not allowed to use the Website to assist in and/or carry out other illegal activities that contradict the legislation of the Russian Federation and/or this Agreement.

5.2.1. The Website Administration may, at its discretion, refuse to post and delete Information posted on the Website by the User, as well as delete and/or edit Information in case it has nothing in common with the topic of discussion and/or is negative in nature, and/or if posting/deleting such Information violates the terms of this User Agreement and/or current legislation of the Russian Federation.

5.3. The Website Administration allows Users to post Information on the Website and use its functionality. The Website Administration shall not be responsible for the accuracy and legality of the Information posted by Users on the Website.

5.3.1. The Website Administration reserves the right to restrict the placement of Information by Users on individual pages of the Website.

5.3.2. The Website Administration reserves the right to refuse the User to delete Information on individual pages of the Website.

5.4. The Website Administration does not check and has no technical means and ability to check all the Information posted by Users on the Website for its compliance with Russian laws and the provisions herein, since such checks will make it impossible to use the Website. However, the Website Administration may do this at any time at its discretion in case of doubts.

5.5. If the User posts links to websites, products, services, or any Information of a commercial or non-commercial nature on the Website as part of advertising campaigns, this does not mean that the Website Administration favours or recommends these products (services).

5.6. Any Information and/or offers posted publicly on the Website by the Website Administration are not advertising and presented solely for reference and/or intended to inform the Website Users. Under no circumstances this Information is a public offer (determined by paragraph 2, Article 437 of the Civil Code of the Russian Federation).

#### 6. Use of the Website

6.1. Users can use the Website only in accordance with this Agreement and in the ways provided for by technical capabilities of the Website.

6.2. The copyright holders in relation to the Information posted on the Website are, in appropriate cases, the Website Administration, Users and/ or third parties.

6.3. The Website Administration is a legal copyright holder and owns all exclusive property and other relevant rights to the Website, including, but not limited to, the Website's software, graphics, design, Database and content.

6.4. Any Information posted by the User on the Website belongs to such User or the corresponding third party, respectively. By posting Information on the Website, the User confirms they have all the necessary rights and powers, and agrees that such Information becomes available to other Website Users.

6.5. By posting Information on the Website, the User automatically, free of charge, unconditionally and irrevocably grants the Website Administration the right to use such Information on the terms of a simple (non-exclusive) license throughout the world for an unlimited period at the discretion of the Website Administration, including, but not limited to, the rights to reproduce, copy, select, classify, transform, modify, edit, translate, publish, distribute, broadcast, transmit through cable, and make such Information publicly available (partially or completely) by any legal means, as well as provide access to an unlimited number of users and transfer such Information to third parties. The User confirms that they have the appropriate rights and authority to grant the Website Administration the above-mentioned right to use posted Information may use relevant Information both with or without the author's name (the User's name or nickname used for registration on the Website, login or in Account settings will be indicated for this purpose). The Website Administration may transfer the rights specified in this clause to third parties.

6.6. Unless otherwise expressly permitted by the Website, the User shall not modify, copy, erase, save, download, distribute, transmit, sell, publish and otherwise use Information posted on the Website (except when the User has had the right to post such Information on the Website) without the prior permission of the Website Administration and/or the copyright holder, except in cases when the Website Administration and/or a copyright holder

explicitly give their consent to the free use of Information.

6.7. The User undertakes to use the Information, as well as any other Information contained on the Website, only for personal non-commercial purposes, except in cases where permission for other use is given by the Website Administration and/or copyright holders.

6.8. The Website provides authorised Users with the functionality to exchange messages with the Website support service.

6.9. The User agrees that if they purchase goods/works/services/rights to the results of intellectual activity of the Website Administration, Information of which is indicated on the Website, the Website Administration has the right to use the User's logo (trademark) and name on the Website and/or in the Website Administration's own portfolio (as a Website customer) to promote the goods/works/services/products and attract new customers.

6.10. When using the Website, the User shall not:

- distribute viruses or other computer codes, files or programmes on the Website and/or through the Website that are designed to disrupt, modify, block, destroy or restrict the functionality of any computer or telecommunications equipment or programmes and to get unauthorised access, serial numbers to commercial software products and programmes for their generation, logins, and passwords, as well as other means for obtaining unauthorised access to the Website and paid resources on the Internet;
- disrupt the normal operation of the Website;
- distribute and/or use any computer programmes, robots ("spiders") or other automatic algorithms and methods aimed at "pumping out" (collection), illegal transfer, copying, blocking, modification, and destruction of Information and Databases, as well as override the Website's restrictions set by the Administration;
- promote advertising materials not approved by the Website Administration;
- collect, store, distribute or otherwise process Personal Information that belongs to other Users;
- give links to other Internet resources whose content contradicts the requirements of Russian legislation and/or this Agreement;
- send "letters of happiness", business e-mails and other spam or promote systems of Internet income, pyramid schemes, and multi-level marketing on/through the Website;
- use inaccurate Personal Information for registration. One shall not register and perform actions on the Website on behalf of another living or deceased person, indicate Personal Information of third parties, and represent third parties in an illegal way and by illegal means;

- regardless of the excuse, it is not allowed to use the Website to extort or receive money from other Users and/or third parties;
- promote or induce the use of alcoholic, narcotic and psychotropic substances, or sex trade;
- it is not allowed to use the Website to assist in and/or carry out other illegal activities that contradict the legislation of the Russian Federation and/or this Agreement.

## 7. Website Functioning and User Responsibility

7.1. The Website Administration strives to ensure the proper functioning of the Website around the clock. However, the Website Administration does not bear any responsibility if failures occur for any reason.

7.2. The Website Administration does not guarantee that the Information posted on the Website will be available at any time. It also may be deleted or lost. The Website Administration is not responsible for failures and delays in the Website operation, as well as for possible consequences of such failures and delays.

7.3. The Website Administration is not responsible for possible leakage of Information from the Website's Database for any reason, including as a result of unauthorised actions of third parties.

7.4. The Website Administration is not responsible for virus attacks on the Website, as well as for possible consequences of infecting the User's computer with viruses or other malicious programmes. The Website Administration provides the Website "as is", without any additional guarantees.

7.5. The Website Administration is not responsible and does not compensate for any direct and/or indirect losses, including lost profits, moral and other damage caused to the User and/or third parties as a result of their use of the Website or in connection with the Website functioning, as well as in all other cases stipulated by this Agreement. Under any circumstances, the responsibility of the Website Administration is limited to 10,000 (ten thousand) roubles if the Website Administration is found guilty in accordance with Article 15 of the Civil Code of the Russian Federation.

7.6. The User is solely responsible for the Information posted by them on the Website and/or communicated to other Users or third parties via the Website, including for the content and compliance with Russian laws, for violation of the rights of third parties to the Information posted and/or communicated by the User (including, but not limited to, the author's and/or related rights, to means of identification, trade secrets and other legally protected rights). The User independently compensates for any losses (including lost profits, moral and other damage) incurred by other Users, third parties or the Website Administration as a result of above-stated violations and/or posting of such Information on the Website and/or its communication through the Website, as well as other actions performed on the Website.

7.7. The Website Administration is not responsible for contracts concluded between Users and third parties using the Website.

7.8. The User undertakes, on their own and at their own expense, to resolve all disputes and settle all claims of third parties and fulfil orders and requirements of state authorities to both the User and the Website Administration in connection with the Information posted by the User, as well as to reimburse all losses and expenses incurred by the Website Administration due to such claims and lawsuits.

#### 7.9. By using the Website, the User

agrees to receive advertising and/or informational messages in accordance with Part 1, Article 18 of the Federal Law "On Advertising". The Website's functionality allows the User to opt out.

7.10. If the User violates this Agreement and/or the current legislation of the Russian Federation, the Website Administration may unilaterally terminate the User Agreement without legal proceedings.

#### 8. Other Provisions

8.1. This Agreement is governed by and interpreted in accordance with the laws of the Russian Federation. Issues not regulated by this Agreement are subject to resolution pursuant to the Russian laws. All possible disputes arising under this Agreement shall be resolved following the procedure established by the current legislation of the Russian Federation and the norms of Russian law.

Throughout the text of this Agreement, the term "legislation" is understood as the legislation of the Russian Federation, unless otherwise explicitly stated.

8.2. The User and the Website Administration will try to negotiate all disputes and disagreements that have arisen between them. If it is impossible, they should file an appeal to the appropriate court at the location of the Website Administration.

8.3. In terms of the use of the Website's services provided free of charge under this Agreement, the consumer protection rules governed by the legislation of the Russian Federation cannot be applied to the relations between the User and the Website Administration.

8.4. Nothing in this Agreement shall be understood as the establishment of agency, partnership, collaborative, employment or any other relations between the User and the Website Administration that are not stated directly in the Agreement.

8.5. If, for one reason or another, one or more provisions of this Agreement are declared invalid or unenforceable, this does not affect the validity or applicability of the remaining provisions.

8.6. Inaction of the Website Administration in case of violation of this Agreement by Users does not deprive

the Website Administration of the right to take appropriate measures to protect its interests later, as well as it does not mean the Website Administration abandons its rights if similar violations occur in the future.

8.7. This Agreement is translated from Russian into English. In some cases, it may be provided to the User for review in another language. In case of discrepancy between the Russian version of this Agreement and the version in another language, the provisions of the Russian version shall apply.

8.8. This Agreement may be amended by the Website Administration at any time without any special notice. The revised Agreement comes into force once it is published on the Website, unless otherwise provided by the revised Agreement. The User needs to independently monitor such changes and get acquainted with the latest version of the Agreement before each use of the Website. If changes and amendments are introduced to the Agreement and the User continues to use the Website's functionality, this means the User accepts and agrees with such changes and/or amendments. If the User does not agree with the terms and conditions of the Agreement, they shall stop using the Website.

This version of the Agreement is always available at <u>https://vr-labs.ru/LA/User\_agreement\_of\_the\_portal.vr-labs.pdf</u>

Date of this User Agreement: 29 November 2021

8.9. Bank and contact details of the Website Administration:

Vizex Info Ltd.

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