

Website User License Agreement

Individual entrepreneur Sergey Anatolievich Tarasenko (hereinafter referred to as - Rightholder), registered in the Unified State Register of Individual Entrepreneurs under No. 322665800063523, addresses this License Agreement (hereinafter - the Agreement) to any individual or legal entity (hereinafter - the User), which fully and unconditionally accepts and agrees to the terms and conditions specified herein. The Rightholder and the User are jointly referred to as "Parties", and individually as "Party".

This Agreement is a public offer. Acceptance of a public offer is the performance of actions provided for by the Agreement (Clause 2, Article 437, paragraph 2 of the Civil Code of the Russian Federation).

If the User does not agree with any terms of the Agreement, the Agreement is not concluded, and the User is not authorized to use the Website.

1. Terms

1.1. The following terms are used in the Agreement with the following meanings:

- Acceptance - full and unconditional acceptance of the Offer by performing the actions specified in clause 3.1 of the Agreement.
- Content - all objects available on the Website, including design elements, text, graphics, illustrations, videos, computer programs, databases, music, sounds and other objects.
- License - the User's right to use the Website under a simple (non-exclusive) license with the Rightholder retaining the right to grant licenses to other persons.
- Offer - this document posted on the Internet at <https://startranslate.ru/files/>
- Website - an automated information system available on the Internet at the address (including subdomains): <https://startranslate.ru>
- User Content - any files and data uploaded by the User to the Website, as well as transmitted through the communication channels specified on the Website.

2. Subject of the Agreement

2.1. The Agreement defines the procedure and terms of use of the Website at: <https://startranslate.ru>.

The subject matter of the Agreement includes all features and services of the Website, and any development or addition of new features and services, expressly made available.

2.2. The Rightholder guarantees that it is the owner of exclusive rights to the Website specified in clause 2.1 of the Agreement. All exclusive rights to the Website belong to the Rightholder.

3. Adoption of the Agreement

3.1. The Agreement shall be deemed to be concluded if the User has marked his/her agreement with the text of the Agreement.

3.2. By accepting the Offer, the User confirms his full and unconditional consent with all the terms and conditions of this Agreement and undertakes to comply with them. The Agreement may be

accepted only in its entirety, without any reservations (Clause 1, Article 428 of the Civil Code of the Russian Federation).

3.3. This Offer does not have a specific acceptance period: the Offer is valid from the date of publication (or bringing to the User's attention in any other way) of this Offer. In terms of changes - from the date of publication of the relevant changes - until the day following the day of publication of the notice of termination of the Offer by the Rightholder.

3.4. The terms and conditions of the Agreement may be changed by the Rightholder at any time in the following ways unilaterally out of court by publishing changes or a new version of the Agreement at <https://startranslate.ru/files/>

Changes come into force for the User from the date following the date of their publication, provided that the User continues to use the Website after the publication of changes and/or accepts the updated version of the Agreement. In case of disagreement with the changes, the User is obliged to refuse to use the Website.

4. Rights and obligations of the parties

4.1. The copyRightholder undertakes to:

4.1.1. Inform Users on the issues of work with the Website by means of e-mail, forum, blog. Support service contacts: order@startranslate.ru

4.1.2. Ensure the confidentiality and protection of the User's data and information stored by the User as content.

4.1.3. To advise the User on all matters relating to the use of the Website.

4.2. The user undertakes to:

4.2.1. Use the Website only to the extent of those rights and in the ways provided for in the Agreement.

4.2.2. Ensure confidentiality of the information obtained in cooperation with the Rightholder.

4.2.3. Not to use the Website as an object of intellectual rights in any manner not specified in the Agreement. In particular, it is prohibited to:

- reproduce the Website by making copies on any tangible medium, modify, make any changes to the Website and its parts;
- use the Website to create derivative software products;
- distribute the Website in any way;
- remove or alter any trademark, logo, copyright mark and other similar notices on the Website;
- attempt to circumvent technical limitations (technical copyright protection measures) and use the Website in any other way not expressly provided for by the Agreement;
- decompile or otherwise attempt to extract the source code of software that is an element of the Website;
- use automated scripts without special authorization (programs, bots, crawlers) to collect information on the Website and or interact with the Website and its functionality;
- distribute, sell, sublicense, use the software, which is an element of the Website, or otherwise transfer the rights to such software;

– use software and perform actions aimed at disrupting the normal operation of the Website.

4.2.4. Immediately inform the Rightholder about all facts of unlawful use of the Website by third parties that have become known to him.

4.2.5. Respect the property and personal non-property rights of third parties, including copyright and other rights, rights to use images of people, post or distribute on the Website the intellectual property of Users and third parties only in compliance with all provisions of the law.

4.2.6. Refrain from downloading, storing, publishing, granting an access or otherwise using any information that:

– contains threats, discredits, insults, defames honor and dignity or business reputation, violates the privacy of other Users or third parties;

– violates the rights of minors;

– is vulgar or obscene, contains pornographic images and texts or scenes of a sexual nature, including those involving minors;

– contains scenes of inhumane treatment of animals;

– contains a description of the means and methods of suicide, any incitement to commit suicide;

– propagandizes and/or promotes incitement of racial, religious, ethnic hatred or hostility, promotes fascism or ideology of racial superiority;

– contains extremist material;

– promotes criminal activity or contains advice, instructions or guidelines for the commission of criminal acts;

– contains restricted information, including but not limited to, state and commercial secrets, information on the private life of third parties;

– contains advertisements or describes the appeal of using narcotic and psychotropic substances, including "digital drugs", information about distribution of narcotic and psychotropic substances, recipes for their manufacture and advice on their use, which can potentially lead to the commission of unlawful actions by misleading Users or abuse of their trust;

– violates other rights and interests of individuals and legal entities;

– violates the requirements of the legislation of the Russian Federation.

4.2.7. Refrain from carrying out mass mailings of messages to other users of the Website without their consent.

4.3. The Rightholder has the right to:

4.3.1. Collect (automatically) non-personally identifiable and non-personally identifiable information for the purpose of identification of visitors' preferences regarding the most popular sections of the Website. Collected information cannot identify the User. The User may at any time block the function of collecting and analyzing data statistics related to the by visiting the Website.

4.3.2. In case of violation of the exclusive rights of the Rightholder to the Website by the User of the Agreement, as well as in case of violation by the User of the rights of third parties using the Website, the Rightholder has the right to terminate the Agreement, to terminate the User's access to

the Website, as well as to apply other measures to the User in order to comply with the requirements of the following legislation of the Russian Federation or the rights and legitimate interests of third parties.

4.3.3. Remove user content at the request of authorized bodies or interested parties if the content violates the law Russian Federation or the rights of third parties.

4.3.4. At any time stop providing access to the Website; as well as partially limit or stop the operation of certain features or services, including for the purposes of technical work on the Website.

4.4. The user shall have the right to:

4.4.1. Use the Website to the extent and in the manner provided for in this Agreement.

4.4.2. Make suggestions on improving the Website and its services via the feedback form.

5. Licensing conditions

5.1. The User is granted a License to use the Website to the extent and in the manner prescribed by the Agreement, without the right to grant sublicenses.

5.2. The license provides for the following uses of the Website:

- visiting the Website for informational purposes;
- uploading text, audio and video files, as well as other file formats based on the available functionality of the Website in order to receive a commercial offer and/or receive services, the nature of which is stated on the Website or disclosed separately in the commercial offer and through other communication channels.

5.3. No other rights are granted to the User. In particular, the User is not entitled to modify, process, distribute the content of the Website, as well as to commit other actions.

5.4. At any time, the Website is provided "as is": the Rightholder does not guarantee that the Website meets or will meet the User's requirements, that access to the Website will be provided uninterrupted, fast, reliable and error-free.

5.5. The User warrants that he/she has all necessary rights to the published materials (user content), which allow to place the material on the Website and use it in the future, taking into account the functions of the Website.

5.6. The User is solely responsible for the compliance of the posted content with the requirements of the current legislation of the Russian Federation including liability to third parties in cases when content placement or its content violates the rights and legitimate interests of third parties (including personal non-property rights of authors, other intellectual rights of third parties) and/or infringes on intangible benefits belonging to them. In the event of a claim by any third party to the Rightholder in connection with the User's infringement applicable legal regulations, violation of third party rights (including intellectual property rights), the User undertakes to compensate for Rightholder all costs and losses, including payment of any compensation and other costs associated with such claim.

5.7. The User, in order to receive a commercial offer and/or services, the nature of which is declared on the Website, gratuitously grants to the Rightholder a simple non-exclusive license for the use of the User Content by the Rightholder, without the obligation to provide reports on the use of the content and/or the need to obtain special permission for its use, as well as without payment of royalties. Such non-exclusive license is valid on the territory of the whole world and implies the possibility for the Rightholder to provide part or full volume of the User Content to third parties for

the purpose of rendering services, the nature of which is stated on the Website.

5.8. The User acknowledges and agrees that the Rightholder is not obliged to view the User Content, and its use may be automatic through software tools, including neural networks.

5.9. The Rightholder has the right to use the User Content in any way and on any information media, including: reproduction by recording in the computer memory; distribution, processing, publicizing, granting the right to use the User Content to third parties, inclusion in advertising materials aimed at promoting the Rightholder's services and products by including it in a complex or composite work. Such promotional materials with the User Content included may be further used in the following ways: reproduction, distribution, publicizing, public display through any communication channels.

5.10. The Rightholder has the right to use the User Content on the Website and its other services and applications, in advertising or marketing materials placed on any resources. The license is valid indefinitely. When removing the User Content from the Website, the Rightholder has the right to keep archive copies of the User Content and not to withdraw the materials containing the User Content from circulation.

6. Processing of personal data

6.1. Until the conclusion of the Agreement, the User, as data subject or the representative of the data subject undertakes to familiarize himself/herself with the documents establishing the rules of processing and protection of personal data applied by the Rightholder. Personal data is processed by the Rightholder if the data subject consents to its provision and processing or if there are other legal grounds for processing the data (for example, for the conclusion and execution of the Agreement and other contracts between the Rightholder and the User or persons represented by them).

6.2. The Rightholder guarantees the confidentiality of the User's personal data.

7. Liability of the parties

7.1. The Parties shall be liable for failure to fulfill or improper fulfillment of their obligations arising under this Agreement in accordance with the laws of the Russian Federation.

7.2. The Rightholder is not responsible for the compliance of the Website with any of the User's purposes.

7.3. The Rightholder is not responsible for technical interruptions in the work of the Website, as well as does not guarantee the workability of the Website together with the software. The Rightholder undertakes to take all reasonable measures to prevent such interruptions. However, the Rightholder undertakes to take all reasonable measures to prevent such interruptions.

7.4. The Rightholder does not warrant that the Website is error free and does not guarantee its uninterrupted operation. The Rightholder does not guarantee the safety of the User's data, is not responsible for the results obtained by using the Website, and is not liable for the results obtained by using the Website, direct or indirect damages of any kind incurred as a result of the use or non-use of the Website.

7.5 The Rightholder has no technical and actual possibility to check all the information posted by the User on the Website for its conformity to the requirements of the legislation of the Russian Federation and the provisions of the Agreement, as such verification will make the functioning of the Website impossible. The Rightholder has the right to take actions to verify such content at its own discretion. At the same time, the Rightholder does not guarantee the compliance with the following content to the requirements of the legislation of the Russian Federation and the absence of violations of the rights and legitimate interests of third parties.

8. Dispute Resolution

8.1. The claim procedure for pre-trial settlement of disputes from the Agreement is mandatory.

8.2. In case of disputes and claims, the Parties may send letters of claim using the following methods: by sending a message to the e-mail order@startranslate.ru, by sending a simple or registered letter to the following address: Office 118, 53 Akademik Landau Street, Yekaterinburg, Sverdlovsk Oblast, 620105, Russia.

8.3. The term for consideration of the letter of claim shall be seven (7) business days from the date of receipt of the letter by the addressee.

8.4. Disputes under this Agreement shall be resolved in court in the arbitration court at the location of the Rightholder.

9. Final provisions

9.1. The current legislation of the Russian Federation shall apply to the relations between the Parties under the Agreement.

10. Addresses and details of the parties

10.1. Rightholder:

Place of registration: Office 118, 53 Akademik Landau Street, Yekaterinburg, Sverdlovsk Oblast, 620105, Russia

Postal address: Office 118, 53 Akademik Landau Street, Yekaterinburg, Sverdlovsk Oblast, 620105, Russia

Phone: +7 (343) 288-05-04

E-mail: order@startranslate.ru

TIN: 665914136417

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