

User Agreement (hereinafter referred to as the "Agreement") 18+

1. Terms and definitions

1.1. Website – www.fرتونanny.com

1.2. The **Website's Administration/Owner** stands for PROGRESS JSC, address: block 2, Angarskaya Str., Lipetsk, 398902, Russia

1.3. The **User** stands for an adult, legally capable individual who has accepted this User Agreement by providing the Administration with its Personal data in the composition and volume demanded and obtained by the Administration.

1.4. The **Contractor** stands for a legal entity or individual acting pursuant to an agreement concluded with the Administration for the purpose of running promotions and other events, prize delivery and execution of other actions aimed at promoting the Administration's products and services. The Contractor shall have the right to engage third parties (subcontractors), keeping herewith as responsible for their acts or failure to act, including for fulfilment of the terms and conditions hereof by subcontractors.

1.5. The **Personal data** stands for any information expressly or implicitly related to a certain or identifiable individual (personal data owner). Herein by the User's personal data shall be understood to mean surname, name, patronymic; mobile phone number; email address; date of birth; number of the User's main identity document, information on its issue date and issuing authority; information on a place of residence: region, district, city, postal code, street name and house number as well as other data published by the User on the Website.

1.6. **Personal data processing** stands for any action (operation) or cumulative actions (operations) performed with or without the use of automation facilities with personal data including collection, recording, systematization, accumulation, storage, clarification (update, change), extraction, use, transfer (distribution, provision, access), depersonalisation, blocking, deletion and destruction of personal data.

Automated processing of personal data stands for processing of personal data using the means of computer technology.

Personal data provision stands for actions in furtherance of disclosure of personal data to a certain person or a particular group of persons.

Blocking of personal data stands for temporary termination of personal data processing (except where processing is required for rectification personal data).

Destruction of personal data stands for actions that make it impossible to restore the personal data content in the personal data information system and (or) as a result of which the material carriers of personal data are destroyed.

Depersonalization of personal data stands for actions that make it impossible to determine the identity of personal data to a specific personal data subject without using additional information.

1.7. The **Personal data Information system** stands for a set of personal data contained in databases and information technologies and technical means ensuring their processing.

CRM-system (User relations management system) stands for programming and application aids designed to automate user interaction strategies, optimize marketing, and improve User service by storing information on them and their relationship history, establishing and improving business procedures, and then analyzing the results.

CRM-system operator stands for a legal entity being engaged in the activities on the use of CRM-system including processing of users' personal data contained in it.

2. General provisions

2.1. By registering on the Website, the User shall confirm that he/she is a person of majority age, legally capable and shall undertake to comply with the terms of this Agreement, and that by performing the first action on the Website using the User's login and password, the User shall give termless consent to the Website's Administration and Contractors to its Personal data processing of own free will and volition and pursuing own benefit. Failing the User's termless consent to all the terms of this Agreement, the User shall undertake to immediately cease and desist from using the Website and all its services.

2.2. The User's registration on the Website shall be considered to be completed from the date of the User's provisions of his/her Personal data by filling in a questionnaire on the Website and sending the User unique access details — login and password sent to his/her email address.

2.3. Actions performed on the Website using the User's login and password shall be considered to be performed by the User and having the effect of a simple electronic signature.

2.4. The User accepts that materials (content) posted on the Website shall be available to other on the Website to the extent that the User left the materials on the Website.

3. Rights and obligations of the parties

3.1. Rights and liabilities of the User:

3.1.1. The User shall undertake to provide accurate, reliable data requested in the course of logging. The specified data shall be stored in the Administration's database and shall be used exclusively for the purposes, methods and to the extent provided by the User on the basis of the User's Consent to personal data processing (Chapter 7 hereof).

3.1.2. The User shall ensure safety of the login (email address) and password from access by third parties and their timely replacement in case of loss or other unauthorized actions of third parties, and shall also be liable for any actions of third parties having used the specified login and password of the User. All actions performed on the Website using the User's login and password shall be considered to be performed by the User.

3.1.3. The Administration shall not bear any direct or indirect responsibility for damage or costs of any kind whatsoever incurred as a result of or in connection with the User's failure to comply with the requirements of this Agreement including clause 3.1.2. hereof.

3.1.4. When posting the materials (content) the User shall undertake not to violate the rights to copyright products of third parties.

3.1.5. The User shall notify the Administration and provide it with supporting information if the User considers that the Website discloses information violating his/her rights. If the User provides false information on violation of his/her rights, he/she shall be absolutely liable for the incurred losses (including costs, fees and attorney fees).

3.1.6. The Website shall be available to Users for personal and non-commercial use only. The Users shall be prohibited from using the Website for the purposes of making profit, advertising, implementation of fraudulent schemes, financial pyramids and calls to participate in them and other illegal actions as well as for other purposes other than personal non-commercial use.

3.1.7. Full access to the Website and its services, material posting, and familiarization with the contact information on other Users (data published by Users in their profiles on the Website: including name, date of birth, children and photo) shall be available only to the logged-in User. At that contact data combination published in their profiles shall not be "publicly available source of personal data" in the context of clause 1 of article 8 of the Federal Law of July 27, 2006, No. 152-FL "On personal data" (hereinafter referred to as the Law "On personal data") and the User's written consent shall not be required as these data are posted on the Website by Users for the purpose of user communication.

3.1.8. When using the Website, the User shall be obligated not to perform the following actions (the actions described below hereinafter can be referred to as the "restricted uses"):

- not to create several accounts on the Website if they actually belong to the same person;
- not to transfer its account and/or login and password to third parties for use;
- not to create a content on the Website infringing any laws, regulations, contracts or rights of third parties (including trade secrets, intellectual property), being, particularly but not exclusively, obscene, defamatory, vulgar, containing libel, threats, pornography, persecuting other persons, causing bad blood,

insulting in a racial or ethnic aspect, supporting actions of criminal offense, qualify for civil liability, violate the laws of the Russian Federation or which is inappropriate for other reasons at the discretion of the Administration;

- not to adopt a false identity or gain unauthorized access to the accounts belonging to other persons or engage in other illegal activities on the Website;
- not to use the Website for any purposes other than accessing the Website's services in the way offered by the Administration to access such services;
- not to reverse engineer and compile or otherwise attempt to identify the source code of the Website or any part of it;
- not to use scripts (programs) for automated information collection and/or interaction with the Website and its Services;
- not to distribute spam or any other intrusive information not explicitly requested by the Users;
- not to attempt to gain access to another User's account and/or login and password in any way, including but not limited to, through foul means, abuse of trust or through login and password attack;

3.1.9. If the Administration detects any of the actions listed in clause 3.1.8 hereof and committed by the User and it shall reserve the right to immediate blocking of the User's access to the Website/or deletion of the User's account without prejudice to other types of liability by the latter one under the legislation of the Russian Federation.

3.2. Rights and obligations of the Administration:

3.2.1. The Website Administration shall have the right to grant the User access to the Website and maintain the Website and Services in good working order.

3.2.2. The Website Administration shall reserve the right to monitor the User's activities within the framework of their use of the Website and services and, in the event of publication, to delete any materials violating this Agreement, as well as to take measures to bring the User to responsibility contained herein and within the competence of the Administration.

3.2.3. The Website Administration shall have the right to perform post-moderation of the User's materials after publication within which:

- if the User posts the materials on the Website or performs other actions non-complying with the terms of the Agreement, the Website Administration shall have the right to remove all or part of the information posted by the User without notice at its sole discretion including information to which relation it is difficult to determine its compliance with the Agreement and/or applicable legislation of the Russian Federation;

- the Administration shall have the right to block the User's access to the Website and/or delete the User's account without prior notice for violation of the terms of this Agreement.

3.2.4. The Administration shall have the right to provide information to the User on the issues and in the manner specified below:

3.2.5. Logging and problems in the course of its passing, the Website functioning. No information shall be provided on the setup of hardware, software or Internet access of the User or third parties, as well as on other issues not related to the operation of the Site and not specified in this paragraph above.

3.2.6. The Administration shall not be obliged to return or destroy the materials provided by the User in connection with or when using the Site.

3.2.7. The Administration shall have the right to carry out preventive or other works ensuring the Website's operability without prior notice to the User.

3.2.8. The Administration shall have the right to use the "cookies" technology. The User's personal data shall not be contained in the "Cookies" and not transmitted to third parties.

4. Liability of the parties

4.1. Liability of the User.

4.1.1. By acceding to this Agreement the User understands, acknowledges and accepts that he/she shall:

- be absolutely and personally liable for the content and compliance with the statutory provisions of the Russian legislation and this Agreement of all materials posted on the Website;
- be absolutely and personally liable for compliance of the methods and other terms of use of other Users' materials and other information provided on the Website with the statutory provisions of the Russian Law (including, but not limited to, the rules of intellectual property law and information protection), this Agreement;
- be absolutely liable for the safety of its account (login and password), as well as for all actions performed under its account;
- use the Website at its own risk.

4.1.2. The User shall be obliged to settle all claims of third parties related to the User's actions or omissions when using the Website at its own discretion and at its own expense.

4.1.3. The User acknowledges and agrees that the IP address of the personal computer (personal identification number of the computer) of the User, as well as other information available under the HTTP Protocol shall be recorded by the Administration's technical means, and in case of actions in violation

of this Agreement, illegal actions, including actions violating the intellectual rights of third parties, the owner of the personal computer determined by the Administration's technical means shall be recognized as responsible for these violations, illegal actions.

4.2. Liability of the Administration.

4.2.1. The Administration shall not be responsible for any behaviour of the Users or third parties using or searching through the Website, both online and offline.

4.2.3. The Administration shall not compensate for damages and losses, direct and indirect, moral damage caused to the User or third parties as a result of use or non-use, including inability to use the Website.

4.2.4. The Administration shall not assume any obligation to verify, change or control information posted by anyone on the Website, and shall not be liable for the accuracy of information, its legality, quality and compliance with specific requests and needs of the Website users.

4.2.5. The Administration shall not be liable for Website posting and content not owned by the Administration, the links to which can be available on the Website as well as for the links to such websites on the Website, and shall not guarantee their availability, correct operation and compliance with the declared subject.

4.2.6. The Administration shall not be liable for any errors, omissions, interruptions, deletion, defects and delays in processing or transmitting the data, communication line failures, theft, destruction or unauthorized access to user's materials posted on the Website or in any other place. The Administration shall not be liable for any technical failures or other problems of any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, failures of email services or scripts due to technical problems.

4.2.7. The Administration shall not be liable for any damage or loss to the User's or other person's computer, mobile devices or any other hardware or software caused by or related to downloading the materials from the Website or from links posted on the Website.

4.2.8. Under no circumstances the Administration shall be liable to the User or to any third parties for any losses including lost profits or lost data, injury of honour and dignity or business reputation, for compensation for non-pecuniary damage caused in connection with the use of the Website, the Website content or other materials accessed by the User or other persons through the Website, even if the Administration has warned or referred to such damage possibility.

4.2.9. The Website or its Services can be partially or completely unavailable at any time due to maintenance or other work, or due to any other problems of technical nature.

4.2.10. The Administration shall not be liable damages or losses of any kind, moral damage incurred as a result of or in connection with the failure to comply with the requirements of the Agreement to the security of access credentials — login and password, as well as for compliance with Personal data, validity and legality of their transfer from the User to the Administration.

5. Intellectual property

5.1. The User shall not have the right to use the design and design features, texts, graphics, illustrations, videos, scripts, computer programs and other results of intellectual activity posted by the Administration on the Website, as well as other results of intellectual activity owned by the Administration.

5.2. The User shall guarantee that it has exclusive rights in full or license with respect to materials and parts included in the material published on the Website in respect of performance, voice-over and images of persons recorded in the materials published on the Website as well as confirm availability of the required licenses/permissions/consents from the authors and possessors of the exclusive copyright, allied and other rights to the materials performance, voice-over, images of persons recorded in the materials and published on the Website.

5.3. No intellectual property can be reproduced, processed, distributed, made available to the public or otherwise used by the User in whole or in parts without provisional license and permission of the copyright holder.

5.4. When posting the materials on the Website, the User shall automatically entitle the Administration to use these materials, performances, voice-overs and images of persons recorded in such materials on a non-repayable basis and under a non-exclusive license on the territory of the Russian Federation and other countries of the world in all ways provided for in clause 2 of the article 1270, clause 2. 1317 and section 2 of article 1324 of the Civil Code of the Russian Federation, as well as the right to disclosure, anonymous use and introduction of amendments, reductions and additions to the materials, illustration supply of the material, introduction, afterword, comments or any explanations including, without limitation unlimited playback, record playback of performances and phonograms, distribution, distribution of performance and phonogram records, translation and other processing, processing of phonograms, public demonstration, import, phonogram import, release, release of performance and phonogram records, public performance, public performance of performance and phonogram records, broadcasting, broadcasting of performance and phonogram records, cable message, link message of performance and phonogram records, making available to the public, making available the performance and phonogram records to the public performance recording. The license specified in this clause shall be granted for the entire term of the exclusive right. In addition, the User shall consent and permit to publish and use its image and the image of all persons on the relevant material. The rights, consents and permits specified in this clause for the use of materials and images shall be granted on a non-reimbursable basis, indefinitely, on the territory of all world countries and without the obligation to provide reports on their use, with the right to provide third parties (sublicense). This procedure and conditions for transfer of the intellectual rights shall be applied unless other procedures and conditions for transfer of the intellectual rights are established by the rules of a particular competition, promotion or promotional event held on the Website.

The Administration shall have the right to use the name, surname, pseudonym, name of the authors/copyright holders of the materials, performers whose performance and image are recorded in the materials, and other data provided by the User, at the discretion of the Administration, both with and without specifying their author, performer, copyright holder, its name and pseudonym, name (anonymously).

The User shall guarantees that in the event of his/her refusal to publish all or part of the submitted materials, voice-overing, performances/records of performances and images of persons recorded in the materials, and other data, the User shall be obliged to notify the Administration within one day after the public notification of such a review and compensate the Administration within fifteen days after the submission of the claim by the Administration for the losses incurred by the Administration in connection with the above review (s), including lost profits.

5.7. The User shall have the right to post only the materials created by his/her creative work with the exclusive rights fully owned by the User and shall not be entitled to download or otherwise communicate (publish on the Website) the materials from other websites, databases and other copyright products to the public in the absence of licenses, permits and consents from the copyright holder to do so. The User shall be obliged to settle the claims of third parties related to violation of the exclusive rights to the copyright products presented and posted by the User on the Website on its own and at its own expense.

5.8. Any use of the Website or materials, performances, voice-overs, images other than as permitted by this Agreement or without prior written license and permission from the copyright holder shall be strictly prohibited.

5.9. This Agreement shall not grant the User any rights to any copyright products of the Administration (including, but not limited to, trademarks specified on the Website) or third parties, and all exclusive rights/exclusive rights shall be reserved in full by the Administration and/or the relevant third party.

6. Liability for violation of exclusive rights and personal non-property rights

6.1. In the event of the valid claim received from the relevant copyright holder to violation of its legally protected rights, the Administration shall have the right to delete the material or block the User's access to it without notifying the User and without explaining the reasons.

6.2. If third parties submit claims related to the User's posting of the materials, performances, voice-overs, and images, the User shall settle these claims at its own discretion and at its own expense. The Website's owner shall reserve the right at its sole discretion to transfer any information on the User to any third parties who have provided sufficient (in the opinion of the Administration) evidence of violation by the User of someone's rights, or requirements of legislation, or decisions of state bodies.

7. User's Consent to personal data processing. Procedure for processing of the Users' personal data by the Website's Administration

7.1. The personal data provided by the User to the Administration shall be considered by it as specific, indefinite, informed and conscious consent to the processing of the User's personal data by Administration and its Contractors given by the subject of personal data (User) of his/her of own free will and volition and in his/her interest.

7.2. The Administration and its Contractors shall be the operators of personal data in relation to the Users' personal data and shall be guided by the requirements of the Russian legislation when their processing.

7.3. Personal data shall be provided by the User by filling in the relevant data in the registration form (questionnaire) posted on the Website, as well as by providing documents where and as provided for by this Agreement.

7.4. Responsibility for legality and reliability of the User's personal data shall be solely borne by the person provided it. The Administration shall not assume any obligation to verify the personal data specified by the Users.

7.5. The purposes of processing personal data of the Users by the Administration and its Contractors are:

- User authorization on the Website;
- User involvement to participate in promotions, marketing research;
- research of the User's satisfaction with the quality of products and services provided by the Administration and/or Contractors;
- informing the Users on the Administration's products and services;
- delivery of prizes to the Users (if they win a promotion, competition, or promotional event);
- publishing the lists of winners;
- informing by mailing to the User's e-mail and informing sending SMS to the User's phone.

7.6. The Administration and its Contractors shall guarantee the necessary measures to protect personal data from unauthorized access. All personal data provided by the Users in the course of logging on the Website shall be stored and processed by the Administration and its Contractors in accordance with the current legislation of the Russian Federation and in compliance with the guarantees specified in this Agreement.

7.7. Consent to the processing of their personal data, expressed by the User to the Administration when accepting this User agreement, shall also mean the consent to personal data transfer to the CRM- system operator and contractors of the Administration, who process personal data and conduct

promotions and other events, deliver prizes to the winners of promotions, inform the Users on the Administration's products and events held by them on behalf of the Administration.

7.8. If the User wins a promotion, competition or promotional event during the promotions and other events hold by the Administration, the User shall also agree to post information on it on the Website or in the media at the discretion of the Administration. The following personal data of the event winner shall be subject to public access:

- surname, name and patronymic;
- photo (if provided by the User);
- information on a place of residence (region and name of the locality);
- name of the promotion in which the User took part;
- description of the prize awarded to him/her.

7.9. The Administration and Contractors organizing and/or conducting the promotion on behalf of the Administration shall have the right to request a copy (scan) of the passport (main identity document, namely the passport pages containing a passport number and series, surname, name, patronymic, date of birth, as well as date and authority of its issue, and the address of permanent/temporary registration on the territory of Russia (including P.C.)) of the User participating in the promotion, a copy of the birth certificate of a child shown or present in the materials posted by the User on the Website, a copy of the insurance certificate of state pension insurance, a copy of the certificate for IRS Individual Taxpayer Identification Number (TIN), (information on the parent (name) shall match in TIN and birth certificate), in order to confirm his/her age, his/her legal capacity established on the basis of his/her age, as well as the reception, processing and delivery of prizes for the purposes of the legislation of the Russian Federation on taxes and fees. Processing of information contained in a copy (scan) of a passport (identity document) shall not be processing of biometric personal data, since the photo of the passport holder is not used to establish his/her identity. From the date of receiving the prizes, the Users and/or their legal representatives shall pay all taxes and fees provided for by the current legislation of the Russian Federation and shall be responsible for their non-payment.

If the User being eligible for receiving the prize did provide and/or refuses to provide his/her personal information and/or to submit documents as above, either he/she reported wrong, fictitious personal information or provided improper documents, or the Administration did not receive such information/documents within the time prescribed by the Administration, which led to inability for the Administration to fulfil its obligations related to the provision of the prize, that person shall forfeit his/her right to prize receipt and the Administration shall reserve the right to dispose this prize at its discretion.

7.10. The User can at any time terminate this User agreement unilaterally and withdraw his/her consent to personal data processing by the Administration and its Contractors by submitting a written application in any form by sending a registered letter with a notification of delivery to the Administration, its Contractors and by email message to the email address containing the same personal data specified when providing personal data to the Administration, or information on the User's main identity document. The administration shall have the right to terminate this Agreement at its discretion without recourse to court action by blocking the User's access to the Website without disclosing the reason.

7.11. The Administration and its Contractors, who have received the User's personal data, shall not distribute or provide them to other persons without the User's consent, except in cases when provision of personal data is necessary to fulfil the terms of this User Agreement, deliver prizes to the User (if they win) and fulfil other obligations assumed by the Administration in the course of the promotion, in which the User is a participant.

7.12. Personal data shall be stored and processed by the Administration and its Contractors and the CRM-system Operator for the duration of the User Agreement which terms shall be accepted by the User. In the event of withdrawal of the consent to personal data processing by the User and/or termination of the User Agreement on the initiative of one of the parties, the personal data shall be destroyed by the Administration within 30 (Thirty) days from the date of withdrawal of consent and/or termination of the Agreement. The Administration shall take whatever action is possible to ensure the destruction of personal data by Contractors and the CRM-system Operator within the same time frame.

8. Dispute settlement procedure

8.1. The User being of the opinion that its rights and interests have been violated due to actions of the Administration or third parties arising out of material posting on the Website shall send a claim to the Administration by e-mail which shall be considered within 30 (thirty) calendar days.

8.2. The User who sent a claim to the Website's Owner shall undertake to provide it with information confirming the fact of violation of its rights. If the User provides false information concerning violation of its rights, it shall be absolutely responsible for the incurred losses (including costs, fees and attorney fees).

8.3. In case of a dispute between the Website's Owner and the User related to execution of the Agreement, it shall be settled by means of negotiation, and if it is impossible to reach an agreement, it shall be settled in accordance with the legislation of the Russian Federation.

9. Miscellaneous

9.1. The Administration at its sole discretion shall have the right to introduce any amendments to this Agreement at any time. Information on the specified amendments shall be published on the Website. Validity of this User Agreement shall remain in force without limit of time.

9.2. Information shall be considered to be sent on behalf of the Administration to the User if it was sent to email address or phone number specified by the User when providing its personal data.

9.3. If the event of invalidation of any part of the provisions hereof, the remaining parts of the Agreement shall remain in force.

10. Name, address and contact details of the:

Administration: PROGRESS JSC

Place of business address: block 2, Angarskaya Str., Lipetsk, 398902.

Phone: +7 (4742) 42-05-00

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