

User Agreement

This Agreement shall be concluded between FLG Limited Liability Company (hereinafter referred to as the “the Owner”) and any party which becomes after acceptance of the terms and conditions of this Agreement a user of the Website located at the address: <https://flg-corp.ru/> (hereinafter referred to as the “Website”), hereinafter referred to as the “User”, hereinafter collective referred to as the “Parties” and separately referred to as the “Party”.

In accordance with Article 435 of the Civil Code of the Russian Federation this User Agreement shall be recognised as an offer.

In accordance with Article 438 of the Civil Code of the Russian Federation the fact of registration on the Website shall be deemed to be unconditional acceptance of the terms and conditions of this Agreement.

This Agreement concluded by the acceptance of this offer shall not require bilateral signing and is valid in electronic form.

1. Terms and Definitions Used in this Agreement

Unless the text of this Agreement otherwise requires the following words and expressions used herein shall have the meanings specified below:

1.1. “Website” means a software and hardware system for computers allowing publishing available free information and data united by the joint intended use through the facilities applied for connection between computers in the Internet. The Website is located in the Internet at the address: <https://flg-corp.ru/>.

1.2. “Administrator/Owner of the Website” means FLG Limited Liability Company located at the address: 24 Smolensky Boulevard, building 2, floor/office/room 3/2/18, Moscow, 119002.

1.3. “Content of the Website” means all items placed on the Website, including design features, texts, graphic images, illustrations, videos, scripts, software, music, sounds and other items and their selections. The Owner of the Website shall be the owner of the exclusive rights to use the Website, including the whole Content of the Website.

1.4. “User” means a user of the Internet, the Website in particular, having his/her personal page (profile/account).

1.5. “Profile/Account” (Profile) means the personal page of the User on the Website acceptable to all Users of the Website.

1.6. “User Account” means a unique name of the User (login) and a password for entering the Website specified by the User upon registration on the Website.

1.7. “Moderation” means the review by the Owner of the Website of information placed (or planned for placement – Premoderation) by the User on the Website as to its compliance with the provisions of this Agreement.

2. Subject of the Agreement

2.1. The Owner of the Website shall render to the User services providing access to the facilities of the Website. Upon that, acceptance, observance by the User and appliance of the requirements and provisions of this Agreement to the relations between the Parties shall be a mandatory condition of rendering of services by the Owner of the Website in compliance with this Agreement.

2.2. The Owner of the Website shall reserve the right to change the terms and conditions of this Agreement and its integral parts without consent of the User notifying the latter by placement of the revised version of this Agreement or any integral part hereof which has undergone changes on the Website. Taking

into consideration the fact that the Parties can recognise the newsletters as the spam the User shall undertake to read at least once a month the text of the Agreement placed on the Website for the purpose of well-timed familiarisation with its changes. The revised version of this Agreement and/or any integral part hereof shall come into force from the date of its publication on the Website unless the Owner of the Website has determined another term of coming of the changes into force upon their publication. The current version of this Agreement and all Annexes hereto shall always be on the Website available to the public at the address: <https://flg-corp.ru/>.

3. Rights and Obligations of the Owner of the Website

3.1. The Owner of the Website shall undertake:

3.1.1. To render to the User the services specified in clause 2.1 hereof. The access to the Website shall be given by creating the User Account for the User within 1 (One) business day from the date of registration at the address: <https://flg-corp.ru/>.

3.1.2. To give the User a possibility to publish by himself/herself information about himself/herself.

3.1.3. Not to disclose the details of the User Account to third parties.

3.1.4. Provide day-and-night accessibility of the server on which the Website is located, except for the periods of the scheduled maintenance.

3.2. The Owner of the Website shall have a right to:

3.2.1. Send to the User a notice containing a list of violations in the event that the User fails to comply with the terms and conditions of this Agreement. In the event that the User fails to eliminate such violations within one day from the date of the notice or violates again the specified terms and conditions or other terms and conditions the Owner of the Website shall have a right to repudiate this Agreement, block the access of the Users to the User's Profile and delete the User's Profile.

3.2.2. Carry out moderation in the event that information placed by the User propagates hatred and/or discrimination on the ground of race, ethnic origin, sex, religion, or social status; propagates the consumption of narcotic drugs and other substances causing harm to health; calls on unhuman treatment of animals; infringes the rights of national and other minorities; contains calls for violent actions; infringes the rights of the authors and other owners of intellectual rights.

3.2.3. Manage the statistical information related to the Website as well as the Users' information to provide targeted advertisements to various audiences of the Users of the Website.

3.2.4. Send to the User information about development of the Website and its services; send sms messages in order to inform about activation codes, carry out polls in regard to the quality of operation of the Website, provide and request other information as well as advertise its own activity and services.

4. Rights and Obligations of the User

4.1. The User shall be obliged:

4.1.1. To have full knowledge of the terms and conditions of this Agreement before registration on the Website.

4.1.2. To comply with all terms and conditions of this Agreement.

4.1.3. Not to disclose information about other users obtained through the Website.

4.1.4. Not to disclose the details of his/her User Account.

4.1.5. Not to place on the Website personal data of other people or use personal data of other users in any other way inconsistent with the requirements of the legislation of the Russian Federation for the illegal or unlawful purposes, for the purpose of making profit or any other purpose inconsistent with the objectives of creation of the Website.

4.1.6. Not to place in the Profile information and items (including links thereto) which can infringe the rights and interests of other people.

4.1.7. Not to register as the User on behalf of or instead of another person; or register a group (association) or a legal entity / individual entrepreneur as the User.

4.1.8. Not to upload, store, publish or distribute any information which:

- contains threats, discredits, abuses, or disgraces the honour and dignity or business reputation or infringe privacy of other Users or third parties;
- infringes the rights of minors;
- is vulgar or obscene, contains abusive words, porn pictures or texts or episodes of sexual nature with participation of minors;
- contains graphic violence or unhuman treatment of animals;
- contains description of the means or methods of suicide, any other incitement to make it;
- propagates and/or facilitates incitement of racial, religious, ethnic hatred or hostility, propagates fascism or ideology of racial superiority;
- contains extremist materials;
- propagates criminal activity or contains advises, instructions or guidelines for the performance of criminal actions;
- contains information with restricted access, including, but not limited to, state and commercial secrets, information on private life of third parties;
- contains advertisements or describes attraction of alcohol and/or narcotic drugs consumption, including “digital narcotics” (audio files having impact on the human brain at the expense of binaural rhythms), information about distribution of narcotic drugs, recipes of their manufacturing and advices on consumption thereof;
- has a fraudulent nature;

or infringes other rights and interests of individual persons or legal entities or violates requirements of the legislation of the Russian Federation.

4.1.9. Not to apply software or perform actions aimed at compromising the Website and its services or profiles of the Users; not to upload, or store, or publish, or distribute, or give access, or use in any other way viruses, trojans or other malicious software; not to apply without a special consent of the Owner of the Website automated scripts (software) for collection of information on the Website and (or) cooperation with the Website and its services.

4.1.10. Not to try to get access to the login and password of another user, including, but not limited to, fraud, hacking of the profiles of other users, etc.

4.2. The User shall be forbidden to:

- 4.2.1. Perform illegal collection and processing of personal data of other Users;
- 4.2.2. Gain access to any services by any way other than through the interface given by the Owner of the Website, except for the cases when such actions are expressly permitted to the User in accordance with a separate agreement with the Owner of the Website.
- 4.2.3. Reproduce, duplicate, copy, sell, make trading transactions or resell the services for any purpose except for the cases when such actions are expressly permitted to the User in accordance with a separate agreement with the Owner of the Website.
- 4.2.4. Place commercial and political advertising materials outside the special sections of the Website established by the Owner of the Website.
- 4.2.5. Place any information which, in the opinion of the Owner of the Website is undesired, infringes interests of the Users or is otherwise unwished for placement on the Website.
- 4.3. The User shall have a right to:
 - 4.3.1. Have day-and-night access to the server where the Website is located, except for the periods of the scheduled maintenance;
 - 4.3.2. Change his/her password by himself/herself without any notice to the Owner of the Website;
 - 4.3.3. Edit by himself/herself information about himself/herself earlier placed on the Website;
 - 4.3.4. Address to the Help Desk to block his/her Profile (upon absence of active demo-accesses and subscriptions).
- 4.4. The User shall agree that gaining access to the Website and using its Content he/she:
 - 4.4.1. Expresses his/her unconditional consent with all terms and conditions of this Agreement and undertakes to comply with them or terminate to use the Website.
 - 4.4.2. Obtains personal non-exclusive and non-transferable right to use the Content of the Website on one computer; provided that neither the User himself/herself, nor any other person with the assistance of the User copies or changes the software, creates computer programs derived from the software, penetrates in the software in order to obtain program codes; sells, assigns, leases out, transfers to third parties in any other way the rights to the software of the services rendered by the Website.
 - 4.4.3. For the purpose of this Agreement the Users shall give to the Owner of the Website their consent to use, store, process and distribute their personal data using a method and to the extent that it is necessary for the compliance with the terms and conditions of this Agreement. The procedure for using, storing, processing and distributing personal data of the Users is placed on the Website at the address: <https://flg-corp.ru/>. The User shall agree with the transfer of his/her personal and other data to third parties, among other things, for their processing, in order to provide operation of the Website, implementation of the partner or other programs under the condition of establishing of a regime in regard to the transferred data similar to the regime established on the Website, including, but not limited to, transfer of personal data to the parties affiliated with FLG LLC or those which have concluded agreements therewith as well as to the third parties in the event when such transfer is necessary for the use by the User of a particular service or for the performance of a particular agreement or contract with the User. Processing of the personal data shall be performed in accordance with the Personal Data Processing Policy of FLG LLC.
5. Registration of the User
 - 5.1. To use the services rendered by the Owner of the Website under this Agreement the User shall undergo the mandatory procedure of registration on the Website at the address: <https://flg-corp.ru/auth>.

Registration of the User on the Website shall be free of charge and voluntary.

5.2. Upon registration on the Website the User shall be obliged to provide to the Owner of the Website necessary reliable and up-to-date information to create the Profile, including login (e-mail) and password for access to the Website unique for each User as well as his/her surname and first name. The registration form of the Website may request additional information from the User.

5.3. After provision of information specified in clause 5.2 hereof the User shall confirm registration by expressing his/her wish through clicking the link for confirmation of registration in the message sent to the electronic address specified by the User.

5.4. Upon completion of the process of registration the User shall become an owner of the User Account which means that he/she is responsible for security of the User Account as well as for everything which will be done on the Website using the User Account. The User shall be obliged to immediately inform the Owner of the Website about any fact of any unauthorised access to the Website, i.e., an access gained by a third party without the User's consent and knowledge and/or any other breach of security of the User Account. The Owner of the Website shall not be liable for possible loss or damage of data which may occur in the event that the User fails to comply with the provisions of this clause.

5.5. To begin his/her work on the Website the User shall log in his/her User Account in the respective section of the Website.

5.6. Unless the contrary is proved by the User any actions performed using his/her login and password shall be deemed to be performed by the respective User. In the event of unauthorised access to the User's login and password and/or Profile or disclosure of his/her login and password the User shall be obliged to immediately inform the Owner of the Website about it in accordance with the established procedure.

6. Responsibilities of the Parties

6.1. The User shall determine independently a set of organizational and program (for the computer) means for keeping in secret his/her User Account and providing authorised access thereto. The Owner of the Website shall not be liable for damages inflicted on the User in the result of disclosure of the User Account to third parties which takes place not through the fault of the Owner of the Website. In the event that any person not being the User log in the Website using the User Account it shall be considered that all actions performed by such person have been performed by the User. The User shall be absolutely liable for all actions performed by him/her on the Website as well as for the actions performed on the Website by any other person using the User Account.

6.2. The Owner of the Website shall not guarantee that the software of the Website does not contain errors and/or computer viruses or foreign code fragments. The Owner of the Website shall give the User a possibility to use the software of the Website "as it is" without any warranties on the part of the Owner of the Website.

6.3. The Owner of the Website shall not be liable for damages inflicted on the User in the result of distribution of unreliable information by another User as well as caused by the actions (omission) of another User. The Owner of the Website shall not guarantee that information contained in the Profiles of the Users is reliable and complete.

6.4. The Owner of the Website shall do its best to ensure normal operability of the Website; however, it shall not be liable for failure to fulfil or improper fulfilment of the obligation under this Agreement as well as possible losses arising, among other things, in the result of:

- unlawful actions of the Users aimed at breaching information security or normal operation of the Website;
- failures in operation of the Website caused by errors in the code, computer viruses or other foreign code fragments in the software of the Website;

- absence (impossibility to establish, terminate, etc.) internet connection between the User's server and the service of the Website;
- carrying out law enforcement intelligence operations by the state and municipal bodies or taking other measures within the framework of the System;
- establishing state regulation (or regulation by other organizations) of business activity of commercial organizations in the Internet and/or establishing by the specified entities one-time restrictions hampering or making impossible the performance of this Agreement;
- other cases related to the actions (omission) of the Users and/or other entities aimed at deteriorating the general situation with the use of the Internet and/or computer equipment existing as of the date of this Agreement as well as any other actions in regard to the Website and third parties;
- performance of the works specified in clauses 6.5 and 6.6 hereof.

6.5. The Owner of the Website shall have a right to carry out scheduled maintenance in the hardware and software system of the Website suspending operation of the Website at night time, where possible, and reducing at maximum the period of inoperability of the Website notifying the User about it if it is technically possible.

6.6. In the event of force majeure circumstances or accidents or failures of the software and hardware systems of third parties cooperating with the Owner of the Website or the actions (omission) of third parties aimed at suspending or operating the Website the suspension of operation of the Website may be done without notification of the User.

6.7. The Owner of the Website shall not be liable for the incompliance of the User with this Regulation and reserve the right (on its absolute discretion; or upon receipt of information from other Users or third parties about incompliance of the User with this Regulation) to change (moderate) or delete any information published by the User breaching the prohibitions established by this Regulation (including personal messages), suspend, restrict or terminate access of the User to any or all sections or services of the Website in any time on any reason or without giving any reason, with a prior notice or without giving any notice, without any liability for any harm which may be caused by such action. The Owner of the Website shall reserve the right to delete the User's Profile and (or) suspend, restrict or terminate access of the User to any service of the Website in the event that the Owner of the Website discovers that, in its opinion, the User constitutes a threat to the Website and (or) its Users. The Owner of the Website shall not be liable for temporary blocking or deletion of the personal page (termination of registration) of the User in accordance with this Regulation. Deletion of the User's Profile shall mean automatic deletion of all information placed therein as well as all information of the User entered upon his/her registration on the Website. After deletion of his/her personal page the User shall forfeit his/her right of access to his/her Profile on the Website.

6.8. None of the Parties shall be liable for a failure to fulfil any of its obligations in whole or in part if such failure results from such circumstances as flood, fire, earthquake, other acts of God, war or military actions or other events of insuperable force which have occurred after conclusion of this Agreement and are beyond the reasonable control of the Parties.

7. Procedure for the Settlement of Disputes and Claim Management

7.1. In the event of any dispute between the User and the Owner of the Website in regard to the matters related to the performance of this Agreement the Parties shall endeavour their best efforts to settle them by mutual negotiations. The pre-court dispute settlement procedure shall be mandatory. The Users' claims in regard the rendered Services shall be accepted and considered by the Owner of the Website only in the written form and in accordance with the procedure established by this Agreement and current legislation of the Russian Federation.

7.2. To settle disputes arisen between the User and the Owner of the Website in the result of the use of

the services the following pre-court procedure shall be applied. The User who believes that his/her rights are infringed due to the actions of the Owner of the Website shall send to the latter a claim containing the essence of the claim submitted, grounds of its submission as well as all details of the User. The claim shall be also sent to the Owner of the Website in a written form by post or fax;

the Owner of the Website shall present within 5 (Five) business days from the date of receipt of the claim its position on the key matters specified therein and send its answer to the electronic or postal address specified in the User's claim;

in the event of a failure to settle the dispute using the pre-court procedure such dispute shall be subject to consideration in accordance with clause 7.4 of this Agreement;

the Owner of the Website shall not consider anonymous claims, or claims which do not allow identifying the User based on the registration data provided by him/her, or claims which do not contain data specified in this clause.

7.3. To solve technical matters when determining the fault of the User in the result of his/her unlawful actions upon the use of the Internet and the Website in particular the Owner of the Website shall have a right to engage competent organizations as experts. In the event that the User's fault is established the latter shall be obliged to reimburse the expenses for the expertise.

7.4. In the event of a failure to reach mutual consent between the Parties by negotiations the dispute resulting from this Agreement shall be subject to consideration in a court of general jurisdiction at the place of location of the Owner of the Website.

8. Miscellaneous

8.1. The present Agreement shall come into force from the time of acceptance of this offer by the User and be valid for an indefinite period.

8.2. This Agreement shall constitute an offer and pursuant to the current civil legislation of the Russian Federation the Owner of the Website shall have a right to revoke the offer in accordance with Article 436 of the Civil Code of the Russian Federation. In the event that the Owner of the Website revokes this Agreement it shall be deemed to be terminated from the time of such revocation. Revocation shall be done by placing respective information on the Website.

8.3. The Owner of the Website shall establish, change and cancel the provisions of this Agreement on a unilateral basis without giving any notice. After a revised version of this Agreement has been placed on the Website its previous version shall be deemed to be null and void. In the event of material change of this Agreement the Owner of the Website shall notify the Users about it by placing a respective notice on the Website.

8.4. In the event that the User does not agree with the terms and conditions of this Agreement he/she shall be obliged to immediately delete his/her Profile from the Website; if the User keeps using the Website it shall mean that the User agrees with the terms and conditions of this Agreement.

8.5. All matters not regulated by this Agreement shall be subject to settlement in accordance with the legislation of the Russian Federation.