

## **End-User License Agreement**

1. LLC "Investment development" (hereinafter - "Administrator") provides the Internet user (hereinafter - "User") with the services of the website <https://openerio.com/> (hereinafter - "website") and mobile application Openerio (hereinafter – "application") on the terms, specified in the present End-User License Agreement (hereinafter - "Agreement"). The Agreement shall enter into force as soon as the User has expressed his consent to its terms in the order specified in p.4 of the Agreement.

2. The subject of the Agreement: the Administrator shall provide the User access to the website, the application and their fee-based and free services.

3. The use of the website, the application and their services shall be regulated by the present Agreement, the Personal data processing policy (Annex 1), as well as the conditions of using the specific services of the website and the application, or by the terms of the contracts defining financial relations between the Administrator and the User. The Agreement may be modified by the Administrator without any special notification, wherein the new edition of the Agreement becomes effective from the moment of its publication on the Internet. The terms of using the fee-based services of the website and the application shall be placed in the mentioned services of the website or the application, or in a separate contract between the Administrator and the User.

4. Using any service of the website and the application or by going through registration procedure, the User shall be deemed to accept the terms of the Agreement in full without any reservations or exceptions. The User shall have no right to use the services of the website and the application if he does not agree with the terms of the Agreement or the Personal data processing policy. Likewise, as applied to the fee-based services of the site and the application, the User shall be deemed to accept the terms of the Agreement in the amount defined in the service without any reservations or exceptions upon payment of the service fee (public offer) or since the signing of the Agreement with the Administrator. If the User after the registration in the application does not agree with the terms of the Agreement, including its amendment in accordance with p.3 of the Agreement, he is under an obligation to cease using of the website, the application and their services.

5. In order to use the services of the website and the application (except the home page), the User need to follow the registration procedure. After the registration the User shall have access to the services.

6. While completing the registration form the User undertakes to provide accurate and complete information under entries (sections) noted in the registration form. If the User provides incorrect or incomplete information or the Administrator has grounds for assumption that information provided by the User is incomplete or incorrect, the Administrator shall have the right to delete the User's profile or block his actions at the application services, as well as to deny or restrict the User's access to the application or its specific services.

7. The Administrator shall have the right to block or restrict the User's access to the website, the application or their specific services, as well as to delete any content without explanation,

including the situation when the User violates the terms of the Agreement or other documents defined in p.3 of the Agreement.

8. Relations with the User on the use of fee-based resources of the website and the application shall be regulated by the terms and/or the order provided on the respective service of the website and the application. Meanwhile, if the User notes that he agrees to these terms, it means that he accepts the terms of using the fee-based services of the website and the application.

9. The Administrator shall have the right to set limits on use of the services of the website and the application for all users or for certain categories of users. Furthermore, to protect the User's or its own equipment the Administrator shall have the right to limit the reception and delivery of any messages when such messages contain malware or malicious code, or when malware or malicious code have been detected in the mentioned messages.

10. The Administrator shall have the right to send information messages to its users, including those of an advertising nature. The User shall agree that the Administrator may notify the other users of the website and the application according to the functional capabilities of the website and the application and in accordance with the User's action.

11. The Administrator shall have the right to conduct a survey among users to improve the quality of the website and the application services, as well as to bring the results of analytical researches to the User.

12. The User shall be solely responsible that the content of information, data or files compliant with the requirements of the current legislation, including third-party liability.

13. The Administrator shall not be obliged to check information, data or files used by the User through the application services. Meanwhile, the Administrator shall be given discretion as to refuse the User to use the application services.

14. The User shall be independently liable to third parties for his acts relating to the use of the website and the application services.

15. During the registration process and when using the website or the application services, the User shall have no right to:

- impersonate another person or representative of the organization without rights sufficient for such acts, including the Administrator's staff, the owner of the website and the application, as well as to use any other forms or means of illegal representation of other persons on the web, as well as mislead the other users or the Administrator;

- load, send, transfer, publish and/or distribute information, data or files, which are illegal, harmful, defamatory, demonstrate violence and cruelty, offend morality, violate intellectual rights, propagate hatred and/or discrimination against people on racial, ethnic, gender, religious, social grounds, contain insults against any person or organization, contain elements (or are propaganda) of pornography, child erotica, advertise the services of a sexual nature, explain the process of manufacturing, using or other application of narcotic drugs, substances or precursors, explosives or other weapons, as well as to perform other illegal actions using the services of the website and the application;

- to collect and store the personal data of others without authorization;
- to violate other norms of the current legislation of the Russian Federation.

16. The User's personal information defined by the Personal data processing policy shall be stored and processed by the Administrator in accordance with the terms and conditions of the Personal data processing policy.

17. Objects of the website, the application and their services (elements of design, text, graphic images, database, methodology of interaction between the Administrator and the User, between other users, tables, registers and other objects) are subject to the exclusive rights of the Administrator.

18. The use of the website and the application services is possible only within a functional proposed to the User in the specific service of the web site and the application.

19. The services of the website and the application may contain links to the other websites, applications in the Internet. The mentioned websites and applications shall not be checked for legality and credibility by the Administrator and are not recommendations of the Administrator.

20. The User uses services of the website and the application at his own risk. The services are provided "as they are". The Administrator does not assume any liability and does not warrant that the services may fit the User's particular purposes.

21. The Administrator does not guarantee or assume responsibility that the services will fit the User's demands and expectations, as well as that the website and the application will provide uninterrupted, fast, reliable and error-free service, and that the results that can be obtained using the services will be accurate and reliable.

22. Any information, data and files received by the User through the website and the application services, the User uses at his own risk and is solely responsible for the possible consequences of his use, including for the damage that it may cause to the User's computer system or to the third parties, for data loss or any other damage, harm or disadvantage, including damage to the business and business reputation of the User.

23. The Administrator does not assume any responsibility for loss or damage of any sort which may occur whilst using the services of the website and the application or their specific services.

24. Under any circumstances, the responsibility of the Administrator is limited to 25 000 (twenty five thousands) Russian roubles and the Administrator shall be held liable only if his acts are proved to be guilty.

25. The present Agreement constitutes a contract between the User and the Administrator concerning the use of the website, the application and their services and replaces all previous agreements between the User and the Administrator.

26. The present Agreement shall be governed by the legislation of the Russian Federation. All possible disputes shall be settled in accordance with the procedure established by the current legislation of the Russian Federation.

27. Consumer protection rules, provided for under the current legislation of the Russian Federation, do not apply if the User uses free services of the website and the application.
28. If the services provided in website and the application are fee-based, the User shall make prepayment in order to use the mentioned services. In accordance with the present Agreement, the Parties agree that for the amount of money paid for fee-based services no refund is available.
29. The website, the application and their services do not establish between the User and the Administrator relations of agency, relations for mutual activity, partnership relations or any other relationship are not clearly expressed in the Agreement.
30. If one or several provisions of the present Agreement will be declared null and void and of no legal validity, it shall not affect the validity or applicability of the remaining provisions of the Agreement.

## **Personal data processing policy**

### 1. General provisions

1.1 The Personal data processing policy (hereinafter – "Policy") seeks to protect the rights and freedoms of individuals, whose personal data are processed by LLC "Investment development" (hereinafter - "Operator").

1.2 The Policy is drafted in accordance with clause 2, part 1, article 18.1 of the Federal Law N. 152-FZ "On Personal Data", dated July 27, 2006 (hereinafter – Federal Law "On Personal Data").

1.3 The Policy contains the information to be disclosed in accordance with part 1 art. 14 of the Federal Law "On Personal Data" and is publicly available.

### 2. Information about the Operator

2.1. The Operator has the following address: 119311, Moscow, Lomonosov avenue, 25, housing 5, room 20.

2.2. Yarovenko Vladislav Anatolyevich is designated as the person in charge of personal data processing.

### 3. The purposes of collection and conditions of processing of the personal data

3.1. The Operator carries out personal data processing in order to comply with Russian legislation and for the following purposes:

- conducting marketing actions, promoting products and services, quality assessments of the client service, commercial and other informational mailing;
- for user feedback: sending notifications, requests concerning the use of the website <https://openerio.com/> (hereinafter – "website") and mobile application Openerio (hereinafter – "application"), supplying a service, responds to requests from the User;
- sending commercial proposals, invoices, service acts, conclusion (performance, termination) of service contracts with individuals and legal entities;
- website and application personalization based on the User's search history and views;
- carrying out the activities established in the constituent documents of LLC "Investment development";
- for other purposes not prohibited by the current legislation.

3.2 Using the website <https://openerio.com/>, the mobile application Openerio (including subdomain) and providing the Operator with the personal data, signifies that the User accepts the Personal data processing policy. In case of disagreement with the terms of the Policy, the User must stop using the website <https://openerio.com/> and the mobile application Openerio.

3.3. The Operator processes personal data received directly from the User both manually and automatically, fairly and lawfully in order to perform the functions, powers and duties conferred by law, to exercise the rights and legitimate interests of the Operator, his staff and third parties.

#### 4. Ways and time frame of personal data processing

4.1. Processing of the User's personal data is carried out without any time limit, by any legal ways, including personal data systems using automated facilities or without the use of such means.

4.2. Personal data processing activities include: collection, recording, systematization, accumulation, storage, clarification (updating, changing), extraction, use, transfer (distribution, provision, access), anonymizing, blocking, removing and destroying. Databases with the personal data of the Russian Federation citizens are located on the territory of the Russian Federation.

4.3. The Operator processes the following personal data of the Users:

- Surname, first name, patronymic;
- Contact telephone number;
- E-mail address;
- Other personal data, needed to formalize contractual relations of various kinds, as well as the data, provided by the User during the process of registration in the application of the User.

4.4 The User agrees that the Operator is entitled to transmit personal data to third parties, including authorized public authorities of the Russian Federation (only on the grounds and in accordance with the procedure established by the legislation of the Russian Federation).

4.5. The operator takes the necessary organizational and technical measures to protect the personal data of the User from improper or accidental access, destruction, alteration, blocking, copying, as well as from other unlawful acts of third parties.

4.6. The consent may be withdrawn by the User by submitting an application to the Operator with the data determined by the article 14 of the Federal Law "On Personal Data" to the e-mail address [ld-moscow@inbox.ru](mailto:ld-moscow@inbox.ru) or at the address: 119311, Moscow, Lomonosov avenue, 25, housing 5, room 20 at least 3 (three) months before the withdrawal of consent.

## Annex 2 to the End-User License Agreement

1. Access to sms is used to automatically apply the code for authorization in the application.
2. Access to phone contacts is used to set access restrictions to a file for a specific phone number.
3. Access to the phone's file system is used to select a file for use by the app's services.