

User Agreement

This User Agreement is an offer of OOO Softwerke (further referred to as the Rights Holder) to conclude an agreement under the terms and conditions stated hereinafter:

1. General terms and conditions

1.1. The following terms and definitions are accepted in this document and the relations between the Parties associated with it or connected to it:

- a) **Service** - the combination of the Website and the Content placed there.

- b) **Website** – automated informational system available via the Internet at the URL (including subdomains) <https://lingvomaster.org>.

- c) **User** - a person who concluded this Agreement with the Rights Holder for own or someone else's interest in compliance with the current statutory requirements and this Agreement.

- d) **Role (role)** - set of the functional capabilities of the Website, which are chosen by the User from among those offered by the Rights Holder at the User's sole discretion.

- e) **Author** - the User in the role of an 'Author' who creates Courses and fills them with Content and who has intention to use or already uses or used the functional capacities of the Website and/or the Service provided on its basis to create the Courses, filling them with the Content, finding the Students and providing access to the Courses.

- f) **Teacher** - the User in the role of a 'Teacher' who has intention to use or already uses or used the functional capacities of the Website and/or the Service provided on its basis to organize the groups of the Students to give classes and trainings basing on the Courses.

- g) **Student** - the User in the role of a 'Student' who has intention to use or already uses or used the functional capacities of the Website and/or the Service provided on its basis to chose a Course and making a Deal with the Author on information services granting access to the Course (acquiring the Subscription to the Course).

- h) **Content** - any informational materials, including text, graphic. audio and video materials, which can be accessed to using the Service.

- i) **Course** - the combination of the Content united by the Course subject, created and published by the Author on the Website in a special section and designed to be studied and used by the User.

- j) **Personal account** - a personal section of the Website, which the User receives access to after the signing in and/or logging in to the Website.
The Personal Account is aimed at storage of the User's personal data, reading the Website and managing its available capabilities.

- k) **Rights Holder** - the Rights Holder of the Website of OOO Softwerke.

1.2. This Agreement may use other terms and definitions, not indicated in clause 1.1 of the Agreement. In such case the interpretation of such a term is done according to the text of the Agreement. In case a term or a definition has no explicit interpreting in the text of the Agreement, it should be interpreted according to:

first place, the binding documents indicated in it,

second place, the legislation of the Russian Federation, and

henceforth, the common practice applied to the relations between the Rights Holder and the Users.

1.3. The use of the Website by the User and/or the Service provided by it by any means and in any form within the announced capacities and purpose, including:

- Signing in and/or logging in to the Website;
- Use of the Website capacities and/or the Service provided by it in accordance with the Binding documents, described in clause 2.1 of this Agreement;

creates a contract under the terms and conditions of this Agreement and the binding documents for the Parties indicated in the Agreement subject to provisions of clauses 437 and 438 of the Civil Code of the Russian Federation.

1.4. By using any of the above mentioned Service capacities the User confirms that:

a) he (she) has read and understood the terms and conditions of this Agreement and the Binding Documents indicated in it to the full extent prior to the start of the Website use and/or the Service provided by it.

b) accepts all the terms and conditions of this Agreement and the Binding Documents indicated in it to the full extent without exceptions or limitations from the part of the User and assumes an obligation to observe them or cease to use the Website and/or the Services provided by it. In case the User does not agree with the terms and conditions of the Agreement and the Binding Documents indicated in or has no right to conclude a contract on their ground, he (she) shall immediately cease any use of the Service.

c) The Agreement (including any part of it) and/or the Binding Documents indicated in it may be varied by the Rights Holder without any prior notice. The new version of the Agreement and/or the Binding Documents indicated in it come into force from the moment it is being published on the website of the Rights Holder or from the moment the User is informed about such version in any other suitable form, unless otherwise stipulated by the new version of the Agreement and/or the Binding Documents for the Parties.

2. General conditions of the Service use. Binding Documents.

2.1. A full and unconditional acceptance and adherence by the User of the requirements and conditions stated in the document listed below (the Binding Documents), is a mandatory requirement of entering into this Agreement:

a) **Data Protection Policy**, published and available on the Internet at the URL

<https://lingvomaster.org/privacy-policy>, which contains the rules of provision and use of the personal data, including the User personal data;

b) **User Agreement**, this Agreement published and available on the Internet at the URL

<https://lingvomaster.org/useragreement>, which contains the rules and operating procedures for working with the Service

c) **User Manual**, published and available on the Internet at the URL

<https://lingvomaster.org/userguide>, which contains the description of the Service capabilities;

d) **Offer to the general public to enter into a license agreement for to obtain the right to use the web portal**, published and available on the Internet at the URL <https://lingvomaster.org/offer>, which is a binding document both for the Rights Holder and the User if the user receives the role of the Author.

2.2. It is permitted to use the capacities of the Website only after the User has signed in and/or logged in to the Service in accordance with the rules, set by the Rights Holder and described in the User manual.

2.3. The structure of the Website capacities and the Service provided by it is defined solely by the Rights Holder

2.4. When using the Service the User shall provide true and complete personal data when answering the questions in the sign-up form and keep that data current.

If the User provides false data or the Rights Holder has strong presumption against the truthfulness or completeness of the data, the Rights Holder is entitled at his sole discretion to block or clear the Personal Account of the User, as well as to deny the use of the Service to the User fully or partly.

2.5. The Rights Holder is entitled to demand from the User the confirmation of the data, provided when such User was signing in and in connection with this to request the User to produce confirming documents (particularly, an ID document); failure to produce such documents may, at the discretion of the Rights Holder, be treated as supplying of untrustworthy information and thus lead to consequences foreseen by clause 2.4 of the Agreement.

2.6. The Rights Holder is entitled to take measures foreseen by clause 2.4 of the Agreement, in case the data in the documents provided by the User does not correspond to the data, indicated when such User was signing in, and also in case when the data indicated by the User when signing in does not allow to identify such User.

2.7. Technical, organizational or commercial conditions of the use of the Service may be brought to the User's notice by means of publishing such conditions separately on the Website or by means of notifying the Users.

2.8. The Rights Holder is entitled to set limits or any other technical restrictions to the use of the Service of which the Users are informed in the form and by means chosen by the Rights Holder.

3. User's Guarantees

In consideration of the terms and conditions of this Agreement, the User confirms and guarantees that:

3.1. The User possesses of all the necessary rights and authorities to conclude the Service use Agreement and performance of such Agreement.

3.2. The use of the Service is to be performed by the User exclusively for the purposes permitted by this Agreement in observance of its clauses, as well as requirements of the applicable legislation and common practice.

3.3. The User shall not perform any actions that contradict or prevent from providing the Service or working of corresponding equipment, networks or software whereby the Service is being provided.

3.4. The User's use of the Service for particular purposes does not break property rights and/or personal non-property rights of third parties, as well as prohibitions and restrictions set by the applicable legislation and the rights of the state of the User's stay, including but not limited copyright and related rights, trademark rights, service marks and protected designation of origin marks, design right, right of use of images of people; the User received all necessary permits from the authorities in connection with the use of such Content.

3.5. The Content and other data provided by the User do not contain any information and/or images, which harm the reputation of, and give offence to third parties as well as information encouraging violence, pornography, drugs, racial or national hostility.

3.6. Choosing the Roles of Author and Teacher the User guarantees that the personal data of Students received within the Service shall be processed strictly according to the requirements of the acting legislation and Data Protection Policy.

4. Restrictions

By agreeing with the terms and conditions of this Agreement, the User understands and acknowledges that:

4.1. The provisions of the consumer protection laws are not applicable to the relations between the Users and the Rights Holder regarding the free of charge use of the Service.

4.2. The Service purpose is infotainment on an "as is" basis, which is why the User is not provided with any warranties that: The Service is going to comply with the User`s requirements; the services shall be provided on a continuous basis, fast, in a reliable manner and correctly; the results that can be obtained using the Service shall be accurate and solid; the quality of a product, service, piece of information and Content, received using Service shall comply with the expectations of the User; all the software errors shall be corrected.

4.3. Counting on the fact that the Service capacities are being enlarged and updated on a constant basis, the form and character of the provided services may vary from time to time without prior notice to the User. The Rights Holder is entitled at its sole discretion to axe (temporarily or permanently) services (or certain functions in the frameworks of the services) to all Users in general or certain Users in particular without prior notice or compensations.

4.4. The User independently or through third parties has no right to:

- copy (reproduce) in any form and by any means the application software and databases, including any of their elements and Content, which form a part of the Rights Holder`s Service, without obtaining a prior written consent from the owner of such;
- reverse engineer, emulate, reverse compile, reverse assemble,decipher and perform similar actions with the Service;
- create software solutions and/or services using the Service without prior consent obtained from the Rights Holder.

4.5. The Rights Holder does not take part in screening of the applications to the Courses entered by the Users using the Website and/or the Service provided on its basis.

All the relations connected to the arrangement of access to the Courses and participation in those are between the Author and the Student. The Rights Holder is not a part of such relations, neither does he control or bear responsibility for the conduct of Author, Teacher or Student.

4.6. The Rights Holder is by no means connected to the Content, provided by the Users within the Service, does not check the nature, authenticity and safety of such Content or its components, as well as its compliance with the requirements of the applied legislation and User`s eligibility to its distribution and/or use. The Rights Holder does not bear responsibility for the sequences of Students` use of Authors` courses, for the accuracy of Courses and correctness of them functioning on the Website.

All the responsibility for the nature of such Content and its compliance with the requirements of the applied legislation is born by the User, who created such Content and/or added it to the Service.

All the disputes and disagreements concerning the Arrangements organized between Users as well as the relations resulting from them or connected to them are being settled between such users on their own without involving the Rights Holder.

4.7. In particular the Users are prohibited to use the Service for:

- publishing and/or distributing counterfeit products;
- publishing and/or distributing materials with sexual content, as well as promoting pornography and children erotic, and sexual services ads;
- publishing and/or distributing of any other prohibited information, including the materials of extremist character, the materials aimed at impairments of human rights and freedoms along ethnic or racial, religious, language and gender lines, inciting to violence against human or animals, encouraging other unlawful acts, including those explaining the methods of making and using weapon, drugs and their precursors, etc.
- distributing of fake information denigrating the honor, dignity or business reputation of third parties,
- dominating or sole publishing of URLs to other websites;
- committing other unlawful acts, including unauthorized access to private data, its distribution, unauthorized access to computerized information, use and distribution of malicious software,

breaking of the rules of operation of storage, processing or transferring of computerized information and data telecommunications network, organization of gambling, holding lotteries and other promotional events that offend against the law.

4.8. If an error in the Service work or in the published Content is detected, the User shall promptly give notice of that to the Rights Holder at the address indicated in the company details or separately on the Website using the support service.

4.9. When a case of violation of User`s rights and / or a case of User disservice in connection with provision of the Service is detected, including the cases when inappropriate Content is published by other User, the User shall promptly give notice of that to the Rights Holder. To do so it is necessary to send the Rights Holder a written notice with detailed description of circumstances of such violation and a hypertext link to the network address of the Content violating the rights and/or interests of the User.

4.10. The User bears exclusive responsibility for any breach of obligations, set by this Agreement and/or applicable legislation, as well as for the consequences of such breaches (including any losses or damage the Rights Holder or any other third parties may bear).

4.11. Should any claims by third parties arise in connection to User`s violation of any property rights and/or personal non-property rights, as well as prohibitions and restrictions set by the legislation, the User shall on demand of the Rights Holder undergo official identifying procedure and provide the Rights Holder with a notarized undertaking to settle the claims using its own resources and at its own expense, at that such undertaking should contain the User`s passport data.

4.12. The Rights Holder reserves the right to delete or restrict access to any Content on a unilateral basis due to the liability imposed by the law for publishing and providing access to the unlawful Content until he receives from the User the above mentioned written undertaking.

4.13. The Rights Holder reserves the right to block access to the Service or otherwise restrict (cease) the provision of the User with services by means of the Service in case of multiple or gross breach of the terms and conditions of this Agreement including the Binding Documents indicated in the Agreement and/or the legislative requirements

4.14. The User shall pay full damages to the Rights Holder in case the Rights Holder is held liable or imposed penalties because of the violation of rights and/or interests of third parties as well as prohibitions and restrictions set by the legislation committed by the User.

4.15. The Rights Holder steers away from any liability in connection with violations committed by Users as well as damages or losses caused to the User under circumstances stated above.

4.16. The liability of the Rights Holder is in any circumstances limited by 1,000 (one thousand) RUB and the Rights Holder is rendered liable exclusively in the presence of guilt in his actions.

5. Notifications

5.1. The User agrees to receive notifications from the Rights Holder in the form of informational electronic messages sent to the email address indicated by the User when working with the Service and devoted to the current Service news and events, including those connected to the Assignments given by the User or Deals carried out.

5.2. The Rights Holder is entitled to use notifications to inform the User about the variations and new capacities of the Service and/or variations of the Agreement or the Binding Documents indicated in it.

6. E-signature agreement

6.1. The Rights Holder and the User may use e-documents certified by a simple e-signature in their mutual relations.

6.2. A simple e-signature is an e-signature which is used by a Party to access the Website by means of using the login and password or the e-mail indicated when signing in (an e-signature key) and confirms the generation of the e-signature performed expressly by such Party.

6.3. By mutual agreement of the Parties the e-documents signed by a simple e-signature are recognized equal to hard copies of such documents signed in person.

6.4. The Rights Holder defines the User to whom the simple e-signature corresponds by the User's login and password indicated when signing in and/or logging in to the Service (on the Website).

6.5. Any operations performed with the use of the simple e-signature of a certain User shall be deemed to be performed by such User.

6.6. The User and the Rights Holder are entitled to use an e-mail address when entering to, varying or canceling contracts concluded between them. The documents sent from such e-mail address are acknowledged as coming from the corresponding party. At that the parties are entitled to use only those e-mail addresses which are indicated on the Service (on the Website).

6.7. The User shall keep confidential the e-signature key and the e-mail address. Particularly, the User is not entitled to pass his (her) login and password or to grant access to his (her) e-mail to any third parties and is fully liable for keeping them safe and private by choosing the storage method and restriction of access to them on his (her) own.

6.8. In case of unauthorized access, loss or disclosure to any third parties of the login and password, the user shall promptly give notice of that to the Rights Holder by sending an electronic message from the e-mail address indicated when using the Service.

6.8. In case of loss or unauthorised access to the e-mail indicated when using the Service, the User shall promptly change such address into a new one and give notice of that to the Rights Holder by sending an electronic message from the new e-mail address.

7. Other conditions

7.1. The registered User shall on his (her) own define the conditions and operating procedures of the Service capacities, which though by no means can contradict to this Agreement.

7.2. **Applicable legislation.** This Agreement, the procedure for concluding and exercising of it, as well as the issues not regulated by this Agreement shall be governed by the the current legislation of the Russian Federation.

7.3. **Arbitrary.** All the disputes arising from the Agreement or in connection to it shall be tried in court in accordance with the acting law of procedure of the Russian Federation.

7.4. **Variations.** This Agreement can be varied or terminated by the Rights Holder on a unilateral basis without further notice of the User and without any compensation payment connected to it.

7.5. **Agreement Version.** The current version of this Agreement is published on the website of the Rights Holder and is available on the Internet at the URL <https://lingvomaster.org/useragreement>.

7.6. Company Details of the Rights Holder:

OOO Softwerke

OGRN1057810404618 INN7807306293

Legal address: house 7 building A, 14th line of Vasiljevsky Island, St.Petersburg, Russia, 199034.

Business and postal address: office 4.1.1, house 7 building A, Business Center Preobrazhenskiy, 14th line of Vasiljevsky Island, St.Petersburg, Russia, 199034.

Email: support@lingvomaster.org

The User Agreement is drawn up by [IT-Lex legal firm](#)