

## **User Agreement on the use of the You & Events mobile**

This document is a User agreement for the use of the computer program: **You & Events** (hereinafter referred to as the "mobile application"), and determines the terms of its use, posted on the Internet on the official website of the Rightholder.

Any natural or legal person and/or their representatives using the mobile application agrees to the terms and conditions of this User agreement and the terms of use in full.

### **1. Terms and definitions**

**1.1. Mobile application** — You & Events computer program, the exclusive copyright to which belongs to the Rightholder, available for free download in the application store (platform): Apple Store, Google Play, RuStore or on the official website of the Rightholder.

**1.2. Content** — text and/or graphic information created by the User for display in the mobile application, designed to create on the basis of existing versions of the mobile application its own version of content with the uploading of text, images, other necessary data, or information introduced into the mobile application by the Rightholder at the request of the licensee or independently introduced by the licensee and/or the User

**1.3. Event** — any conference, seminar, workshop, master class, webinar, forum, festival, concert and other events held by Users having the status of event organizer and/or its official representative.

**1.4. User** — Any legally capable natural person, duly registered legal entity or individual entrepreneur who has used the mobile application to familiarize themselves with the content of events, submit applications for participation, search for events in the application, place advertisements, etc.

**1.5. User with "guest" status** — a User of the mobile application who uses it for non-commercial purposes related to familiarization with the content of the application, as well as events of other Users having the status of "event organizer".

**1.6. User with the status "event participant"** — the User of the mobile application who has submitted an advisory application to the organizers of the event for registration and/or participation and/or attendance, and such application is accepted and/or approved by the organizer of the event.

**1.7. User with the status "event organizer"** — User of the mobile application who has concluded a contract and/or license agreement with the Rightholder for the use of the mobile application for commercial purposes and/or for placing content, advertising information and other information about events organized by the organizer itself and/or third parties.

**1.8. Rightholder** — Limited Liability Company Keysystems (OGRN 1032128012267, TIN (INN) 2128050753), the developer of mobile application - computer program You & Events and related software, possessing exclusive copyright, which is confirmed by the certificate of state registration of computer program No. 2024617784 dated April 04, 2024.

### **2. General provisions**

**2.1. This User Agreement defines the terms and conditions and procedure for using the mobile application.**

**2.1.1.** The mobile application is designed to familiarize Users with the content and information about events (events), including for placing announcements, accepting applications, and registering event participants.

**2.1.2.** In order to download the mobile application to the User's device and further use it, an identifier, login - cell phone number or email, password, Apple ID or account on Google, VK may be required.

**2.2.** The User is solely responsible for the safety of the details of access to the personal account of the User and the relevance of the data transmitted using the mobile application to the organizers of the events that register the participants of the events.

**2.3.** Installation of the mobile application, as well as any further use of it is an expression of full consent to all terms and conditions of this User agreement.

**2.4.** When using the mobile application, a User with the status "guest", who is not a participant of the event and/or the event organizer, is given the opportunity to get acquainted with the content of the mobile application and information about the events posted in the application.

**2.5.** When using the mobile application by a User with the status of "event organizer", he/she is given the opportunity to post content and information about his/her events, receive requests from other Users to participate in the event, register Users as an event participant, etc.

**2.6.** The Licensor is not an organizer of events or a seller of any goods, works or services placed in the mobile application, except for the cases when such event is held by the Licensor itself and it is indicated in the event.

**2.7.** All obligations in relation to the events, the purchase and sale of relevant goods, works or provision of relevant services arise exclusively between the Users who have the status of "event participant" and "event organizer". The Rightholder is not responsible for the validity and enforceability of these obligations and the accuracy of the information about the event.

**2.8.** The use of the mobile application is permitted only under the terms and conditions of this User agreement. If the User does not agree with the terms of this User agreement, privacy policy of the Rightholder in full, he/she has no right to use the mobile application. Use of the mobile application in violation of the terms of the User agreement, privacy policy is prohibited, responsibility for unauthorized use is established in accordance with the legislation of the Russian Federation.

**2.9.** The use of the mobile application by a User with the status of "guest" and/or "event participant" for familiarization purposes and/or for personal non-commercial purposes is carried out without any fee, free of charge.

**2.10.** The use of the mobile application by a User with the status of "event organizer", including the use by any User of information, content and other data contained in the mobile application for commercial purposes, as well as for purposes not agreed with the Rightholder, is possible only on the basis of a separate written agreement with the Rightholder and the owner of the content.

**2.11.** By accepting the terms and conditions of this User Agreement, the User agrees that the Rightholder has the right to transfer its rights and obligations under this User Agreement to any third parties at the discretion of the Rightholder. This paragraph is the User's consent to the transfer of debt to any third party in accordance with paragraph 1 of Article 391 of the Civil Code of the Russian Federation. The User is not entitled to transfer his rights under the User Agreement to third parties.

**2.12.** Information about the User and its representatives is stored and processed by the Rightholder exclusively on the territory of the Russian Federation. The processing of User data is carried out in accordance with the privacy policy regarding the processing of personal data, which is available on the website of the Rightholder, access and familiarization with which is also possible from the mobile application via the link indicated in the information about the Rightholder.

**2.13.** List of data that the Rightholder may collect about the User.

**2.13.1.** In connection with the use of the mobile application, the right holder may automatically collect and process non-personalized information about the User, including:

- 1) information on traffic, possible number of clicks, logs and other data;
- 2) information about the device (identification number, mobile operator's network) from which the login is performed, operating system, platform, IP-address, browser type and other browser information.

**2.13.2.** In connection with the use of the mobile application, the Rightholder may also collect and process personal data that the User enters when installing and/or activating the mobile application, including data that is entered into the screen forms of the mobile application when registering (For example: first name, last name, middle name, e-mail address, place of work, position, telephone number, etc.).

If personal data of other persons is entered into the screen forms of the mobile application, the User is obliged to obtain their consent. The User undertakes to ensure that the data provided by the User is accurate and up-to-date, updated in a timely manner and/or clarified in the event of changes.

**2.14.** Trans-border transfer of personal data shall be carried out in accordance with the laws and international treaties of the Russian Federation.

**2.15.** The Licensor may transfer personal data across borders in the following cases:

- 1) the organizer of the event is a legal entity and/or individual registered and/or located in a foreign country, and the User of the mobile application has given a consent of the established form;
- 2) the User of the mobile application has applied for registration for the event, which is held on the territory of a foreign country and has given consent of the established form;
- 3) in case of the User's (personal data subject's) consent to the transborder transfer of his/her personal data and/or execution of the contract to which the personal data subject is a party.

### **3. Rights and obligations of the parties**

#### **3.1. Rights and obligations of the User**

**3.1.1.** The User undertakes to familiarize himself with the current version of the User Agreement each time he visits the mobile application during the period of its use. The Rightholder has the right, but is not obliged to notify the User when updating, changing the terms and conditions of the User Agreement.

**3.1.2.** The User undertakes to provide true and complete information when using the mobile application, which is necessary for his/her identification, as well as for his/her registration as an event organizer and/or event participant.

**3.1.3.** The User is responsible for compliance with the provisions of the legislation of the Russian Federation in terms of placing any information, data and other content in the mobile application, including responsibility to third parties for placing content. User's content must not violate the rights of third parties or be prohibited, offensive to the honor and dignity of any person. The User bears all risks

regarding the posting of content and must exercise good judgment before posting content.

**3.1.4.** The User agrees that the format of content display may change due to technical and functional capabilities of the mobile application and technical means on which it is installed and used, while the content content does not change.

**3.1.5.** By using the mobile application, the User acknowledges and agrees that the structure of the mobile application is protected by copyrights, trademarks and other intellectual property rights valid in the Russian Federation, and that these rights are valid and protected in all forms, in all media, and with respect to all technologies, whether now existing, developed or subsequently created. No rights to any content on the mobile application, including but not limited to information, data, content, logos, photos and other marks, are transferred to the User as a result of using the mobile application.

### **3.2. The User's right to file a complaint and the procedure for its consideration**

**3.2.1.** If the User believes or becomes aware that any part of the content of the mobile application violates the User's rights to the results of intellectual activity or violates the rights of third parties or contains other violations, the User has the right to send to the Rightholder a corresponding complaint in Russian, which must necessarily contain the following information:

- 1) the rights and/or legitimate interests of the User and/or other third parties infringed by the respective content, which the User considers illegal, as well as facts/circumstances confirming the ownership of the rights by the User and/or other persons;
- 2) about the type of content that violates the User's rights;
- 3) about information and advertising messages that violate the User's rights;
- 4) the name of the specific object infringing the User's rights;
- 5) about the screen or page of the mobile application where the infringing content was detected;
- 6) the date and time when the infringing content was discovered;
- 7) contacts, address and other identification data of the User who sent the complaint to the Rightholder.

Based on the consideration of the complaint, the Rightholder makes a decision either to satisfy the complaint and remove the content, stop information and advertising mailings that violate the rights of the User, or that the complaint is unfounded, and sends a reply to the User at the address specified in the complaint. The Rightholder has the right not to consider complaints that do not contain information about the User (i.e., "anonymous complaints"), as well as complaints that do not contain the mandatory information provided for in this clause of the User Agreement.

**3.2.2.** The User has the right to challenge the decision of the Rightholder for each complaint in accordance with the procedure stipulated by the legislation of the Russian Federation.

### **3.3. Rights and obligations of the right holder**

**3.3.1.** The Rightholder has the right to block access to the mobile application for the User, if it is established that the User by his/her actions or inaction violates the current legislation of the Russian Federation, provisions of this User Agreement, Privacy Policy, other agreements between the parties.

**3.3.2.** The Rightholder has the right to modify the mobile application, suspend its operation in case of detection of significant malfunctions, errors and failures, as well as for the purpose of preventive maintenance and prevention of cases of unauthorized access.

**3.3.3.** The Licensor has the right to place advertisements in the mobile application in the form of a banner, graphic and/or text element, which can be placed on the entire screen and/or in some part

of it.

**3.3.4.** In the presence of advised consent from the User, the Rightholder may send such User information and advertising messages, in accordance with Part 1, Article 18 of the Federal Law № 38-FZ "On Advertising" from 13.03.2006, both by e-mail and by cell phone number or using the internal mechanisms of the mobile application. Using the mobile application, the User can revoke his/her consent to receive such messages by sending a corresponding request to the Rightholder.

**3.3.5.** The Licensor has the right to use the data of the User and other persons, the information about which was entered by the User in the mobile application, for marketing and statistical purposes, provided that the conditions of the privacy policy are observed.

**3.3.6.** The Rightholder has the right to refuse any User and/or event organizer to post information, data and content that is prohibited by the legislation of the Russian Federation or violates the honor, dignity and business reputation of third parties.

#### **4. Procedure for using the mobile application**

**4.1.** When using the mobile application, the User is independently responsible to third parties for the posted content, photos, rules of participation and/or registration of participants of events.

**4.2.** When using the mobile application, the User is prohibited to:

- 1) violate in any way the provisions of the current legislation of the Russian Federation, as well as the legislation of a foreign state, if the User of the mobile application is a natural and/or legal person of a foreign state;
- 2) mislead, insult, threaten or in any other way infringe on the rights and freedom of other Users or third parties;
- 3) publish and/or disseminate false, harmful, obscene, illegal, illegal, provoking interethnic conflicts information, post content, photos and other materials of this kind;
- 4) to post information advertising or provoking illegal activities, containing profanity, information infringing the rights of Users or third parties to intellectual property objects, propaganda materials, distribute spam, pyramid schemes or calls to participate in them, any other intrusive information, describe or promote criminal activities, post instructions or manuals for criminal actions;
- 5) Distribute various viruses, defective programs, and any other items of a destructive or misleading nature;
- 6) advertise and/or promote illegal activities;
- 7) post any personal information of other Users or third parties without their consent;
- 8) make any attempts of unauthorized access to the personal account of other Users of the mobile application;
- 9) use any device, program or process to interfere or attempt to interfere with the normal course of operation of the mobile application, as well as any transactions made through the mobile application, or when using the mobile application by any other person;
- 10) use any devices, programs, algorithms to bypass the mobile application system in use to obtain or attempt to obtain any materials or information through any means not specifically provided through the mobile application;
- 11) use the mobile application for purposes that violate the laws of the country (foreign country) from which the User accesses the mobile application or violate the terms and conditions of the User agreement;
- 12) misleading other Users or third parties about their identity;
- 13) to place commercial and/or political advertisements.

**4.3.** In case of detection of violations of the terms and conditions of the User Agreement by the User, the Licensor has the right to remove the User and/or restrict access to any information posted in the mobile application without prior notice to the User.

## **5. Limitations of using the mobile application**

**5.1.** Unless otherwise expressly authorized by a separate agreement with the mobile application Rightholder, any person using the mobile application is prohibited from performing the following actions:

- 1) copy and/or sell the mobile application, license it, distribute, decrypt, modify, adapt, create derivative works based on it, decompile it, perform technology tampering, disassemble it or otherwise attempt to obtain the source code of the mobile application, perform other actions with the source or object code with the purpose of obtaining information about the implementation of algorithms, as well as make (allow to make) other use of the mobile application and its components and other data without the written consent of the Rightholder;
- 2) take any action to circumvent and/or with the intent to circumvent the security rules used in the mobile application, implemented through any feature or technology;
- 3) use the mobile application to receive, copy, transfer, transcode or retransmit content in violation of the law or third-party rights;
- 4) remove, hide or modify copyright notices, trademarks and other evidence of proprietary and non-property rights of the Rightholder and/or third parties, which are attached to or contained in the mobile application;
- 5) reproduce, duplicate, copy, sell, exchange and/or resell reservations, event registrations, personal accounts of mobile application Users for any purpose whatsoever.

## **6. Liability of the parties and its limitations**

**6.1.** The Rightholder is under no circumstances liable for the performance or non-performance by the User and/or the organizer of the event of the obligation to refund money, if the User refused to participate in the event or the cancellation or postponement of the event. All claims related to these actions and events, the User should send directly to the organizer of the event or the User to whom he transferred funds.

**6.2.** The information posted in the mobile application is provided by the event organizer or his representative. The Rightholder is not obliged to control the posted information and subject it to mandatory verification and approval. The Rightholder does not support or endorse any information posted by Users, event organizers and/or third parties on the mobile application. All persons using the mobile application understand and agree that by using the mobile application they may see information that is offensive, undignified or controversial.

**6.3.** The Rightholder is not responsible before the User, event organizer and other persons using the mobile application for the content, any erroneous and/or unreliable data about the Users, event organizers, events and services, as well as for the damage and/or losses caused to the User due to the presence of errors in information.

**6.4.** Any materials obtained using the mobile application, the User may use, realizing the responsibility for such use, including database rights, intellectual property, images of citizens, personal data. The User is solely responsible for any damage that may result from the use of these materials.

**6.5.** Under no circumstances shall the Licensor be liable to the User, event organizer and/or other third parties for any damage caused by the use of the mobile application, content, website or other materials accessed through the mobile application.

**6.6.** The Licensor is not responsible for incorrect behavior of persons using the mobile application, but is obliged to promptly respond to such violations if they are detected.

**6.7.** The Rightholder does not guarantee that:

- 1) the mobile application will meet the User's requirements;
- 2) the results that can be obtained using the mobile application will be accurate and reliable;
- 3) the quality of any product, work, service, information obtained using the mobile application will meet the User's expectations;
- 4) the mobile application will run continuously, quickly, reliably and error-free and will meet the User's expectations;
- 5) all bugs in the mobile app will be fixed immediately or as soon as possible.

**6.8.** The Mobile Application or its elements may periodically be partially or completely unavailable due to preventive or other technical work to ensure normal operation. In such a case, the Rightholder is under no obligation to notify Users or not receive the information.

**6.9.** The Rightholder is not responsible for non-compliance with the terms and conditions and procedure for holding events or providing goods, works, services, as these terms and conditions and rules are the exclusive responsibility of the event organizer.

**6.10.** The User uses the mobile application in the "as is" form in which it is presented, being aware of the responsibility. The Licensor does not guarantee the User to achieve any results as a result of using the mobile application.

**6.11.** With respect to Users with the status of "guest", given that access to the mobile application is provided to such a User on a gratuitous basis, the provisions on the protection of rights under the legislation of the Russian Federation shall not apply, losses associated with the use of the mobile application shall not be compensated for.

**6.12.** With regard to Users with the status of "event participant" or "event organizer", the Rightholder may reimburse documented losses that are unconditionally proven if the fact of causing losses is acknowledged by the Rightholder or established in a court of law. In accordance with part 1 of Article 15 of the Civil Code of the Russian Federation, the amount of damages for Users with the status of "event participant" and/or "event organizer" is limited and may not exceed 5,000 (five thousand) rubles.

**6.13.** In respect of Users who use the mobile application under transactions, contracts, agreements on a reimbursable basis, under which the Rightholder granted the User the rights (non-exclusive rights) to use the mobile application, the amount of losses shall be established in court in compliance with the claim procedure and the current legislation of the Russian Federation. In accordance with part 1 of Article 15 of the Civil Code of the Russian Federation, the amount of damages for Users using the mobile application on a reimbursable basis is limited and may not exceed 5% (five percent) of the amount (price) of the contract (transaction, agreement) under which such User was granted the rights to use the mobile application.

## **7. Dispute resolution**

**7.1.** All disputes arising shall be regulated in accordance with the legislation of the Russian Federation.

**7.2.** Any disputes, disagreements and claims that may arise in connection with the execution, termination or invalidation of the User Agreement, the Parties shall endeavor to resolve by means of

negotiations. The party that has claims and/or disagreements is obliged to send a message to the other party indicating the claims and/or disagreements that have arisen.

**7.3.** The claim shall be sent by the User by e-mail to the Rightholder, as well as sent in writing by sending by registered mail with acknowledgement of delivery. The claim must contain the essence of the claim, evidence supporting the claim, and information about the User.

## **8. Entry into force of the agreement and change of terms**

**8.1.** This User agreement is an agreement between the User and the Rightholder regarding the procedure of using the mobile application.

**8.2.** The User Agreement may be terminated at any time at the initiative of each party.

Termination at the initiative of the Rightholder is carried out by placing a notice of termination of the User agreement in the mobile application and/or sending a corresponding notice to the User and/or terminating access to the mobile application. From the moment access to the mobile application is terminated or a notice is posted/sent, the User agreement shall be deemed terminated.

Termination at the initiative of the User is carried out by sending an e-mail to the Rightholder about the termination of the User agreement and deleting his/her account in the mobile application.

**8.3.** The Rightholder has the right to change the text of this User Agreement at any time without notifying the Users. Such changes come into force from the moment of publication of the new edition of the User Agreement. The User undertakes to independently check the User Agreement for such changes. Failure of the User to familiarize himself/herself with the User Agreement and/or the amended version of the User Agreement may not serve as grounds for the User's failure to fulfill his/her obligations and for the User's failure to comply with the restrictions set forth in the User Agreement.

**8.4.** The User confirms his/her consent to changes in the terms and conditions of the User Agreement by using the mobile application. If the User does not agree with the changed version of the User Agreement, the User stops using the mobile application.

## **9. Other provisions**

**9.1.** The relationship between the parties under this User Agreement may not be construed as agency, personal employment or otherwise. The relationship is strictly defined only by the provisions of this User Agreement.

**9.2.** If for any reason one or more provisions of this User Agreement are declared invalid or unenforceable, the validity or enforceability of the remaining provisions of the User Agreement shall not be affected thereby.

**9.3.** Failure to take action by the Rightholder in case of confirmed infringements on any matter, including User infringements, does not constitute a waiver of the Rightholder's rights and provides for the possibility of taking action at a later date.

**9.4.** The User Agreement shall be regulated and interpreted exclusively in accordance with the legislation of the Russian Federation. Issues not regulated by this User Agreement shall be resolved on the territory of the Russian Federation and in accordance with the legislation of the Russian Federation at the location of the Rightholder. All possible disputes arising from the relations governed by this User Agreement shall be settled in the manner prescribed by the current legislation of the Russian Federation, according to the rules of law of the Russian Federation. Throughout this User Agreement, unless explicitly stated otherwise, the term "legislation" shall mean the legislation of the Russian



Federation.

**9.5.** This User Agreement is drawn up in the Russian language and is valid from the moment of its official publication by the Rightholder on the official website of the right holder.

**10. Information about the right holder of the mobile application:** Limited Liability Company Keysystems, OGRN 1032128012267, TIN (INN) 2128050753.

Location address: 50 Konstantin Ivanov St., Cheboksary, Chuvash Republic - Chuvashia, Russian Federation.

Rightholder's website: <https://www.keysystems.ru>

Address for sending electronic appeals: [info@keysystems.ru](mailto:info@keysystems.ru)

Privacy policy regarding the processing of personal data — [https://www.keysystems.ru/include/privacy\\_policy.php?2023](https://www.keysystems.ru/include/privacy_policy.php?2023)