

# **SKOPINPHARM.COM USER AGREEMENT**

city of Skopin

## **1. TERMS AND DEFINITIONS**

- 1.1 User — any Internet user visiting the Website;
- 1.2 Website — a web resource on the Internet at the address [www.skopinpharm.com](http://www.skopinpharm.com), a set of information that is accessed via traditional and publicly available Internet browser (Internet Explorer, Firefox, Safari, Opera, Flock, Maxthon, Google Chrome, etc. of various versions) and in another way, by a Uniform Resource Locator (URL) consisting of letters, numbers and other signs that allows user to exactly determine Website location on the Internet, containing "ru" as a top level domain (TLD) , and "skopinpharm" as the second-level domain (SLD) , or URL equivalents, including the mobile version of the Website, mobile application, intranet and ftp server, as well as its subdomains and versions of other hardware;
- 1.3 Website Administration — employees acting on behalf SCOPINPHARM, LLC and authorized to administer the Website;
- 1.4 Website User (User) — a person accessing and visiting the Website on the Internet;

## **2. GENERAL PROVISIONS**

- 2.1 This User Agreement is made between the User and SCOPINPHARM, LLC and applies to the use of Website;
- 2.2 SCOPINPHARM, LLC offers the User to accept terms of this Agreement to use certain functions of the Website. This Agreement shall come into force from when the User gives his/her express consent to the terms of the Agreement in the manner provided for in p.2.3 below;
- 2.3 The User accepts the terms of this Agreement in full by clicking the button to confirm understanding of this Agreement;
- 2.4 SCOPINPHARM, LLC may change the terms of this Agreement without notifying the User. New version of this Agreement shall come into force since it is published on the Website;
- 2.5 The User confirms that he/she has understood and agreed with the terms of the User Agreement and Cookies Policy published on the Website;

## **3. PERSONAL DATA**

- 3.1 If certain services of the Website provide for the entry of personal data into the User's account during registration, such personal data are stored and processed in accordance with the principles and rules of personal data processing provided for by Federal Law of the Russian Federation No. 152-FZ of July 27, 2006 "On Personal Data".

## **4. SCOPE OF THE AGREEMENT**

- 4.1 The scope of this Agreement is to provide the User with access to the Goods and Electronic Content contained on the Website.
  - 4.1.1. The Website provides User with these services:
    - access to electronic content with the right to purchase (download), to explore the content;
    - access to the Website search and navigation tools;
    - access to the information on the Goods;
    - other types of services provided on the Website, including the paid ones;
- 4.2 All currently existing (actually operating) Website's services are subject to this Agreement, as well as their any subsequent modifications and additional services that become available on the Website in the future;
- 4.3 This Agreement is a public offer. By receiving access to the Website, the User is

considered as a party to this Agreement.

4.4 The use of the Website's materials and services is regulated by the current Russian law.

## **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

5.1 Website Administration may:

- 5.1.1. Change the rules of the Website using and content of the Website. Such changes shall come into force since a new edition of this Agreement is published on the Website;
- 5.1.2. Limit access to the Website, if the User breaches terms of this Agreement;
- 5.1.3. Change the amount of the fee charged for granting access to the Website. Such new amount of the fee shall not apply to the Users registered before such change, except cases specifically stipulated by the Website Administration;
- 5.1.4. Collect, analyze, use, share (including on a paid basis) information about the User contained on the Website, including, but not limited to, information about the User's contact and personal data, behavior on the Website, etc.;

5.2 The User may:

- 5.2.1. Be granted with access to the Website;
- 5.2.2. Use the Website only for the purposes and in the manner provided for by the Agreement and not prohibited by the Russian law;

5.3 The User shall:

- 5.3.1. Respect the property and non-property rights of authors and other copyright holders when using the Website;
- 5.3.2. Not take actions that may be considered as disrupting the normal operation of the Website;
- 5.3.3. Not distribute any confidential and protected by the Russian law information about individuals or legal entities using the Website;
- 5.3.4. Avoid any actions as a result of which the confidentiality of information protected by the Russian law may be breached;
- 5.3.5. Not use the Website for advertising.

5.4 The User shall not:

- 5.4.1. Use any devices, software, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, purchase, copy or track the content of the Website;
- 5.4.2. Disrupt the proper operating of the Website;
- 5.4.3. Bypass the navigation structure of the Website in any way to obtain or attempt to obtain by any means any information, documents or materials that are not specifically provided by the services of the Website;
- 5.4.4. Perform unauthorized access to the functions of the Website, any other systems or networks related to this Website, as well as to any services offered on the Website;
- 5.4.5. Use the Website and its Content for any purposes prohibited by the Russian law, and incite any illegal activity or other activity that violates the rights of the Website or other persons.

## **6. LIABILITY**

6.1 Website Administration shall not reimburse any losses that the User may incur as a result of wilful or negligent violation of any provision of this Agreement, as well as due to unauthorized access to the communications of another User.

6.2 The User is solely responsible for the interpretation and use of the content (information) published on the Website.

## **7. BREACH OF THE USER AGREEMENT**

7.1 Website Administration is entitled to disclose any information collected about the User of

this Website, if such a disclosure is necessary for investigation or related to the complaint regarding the misuse of the Website, or to identify a User who may violate or interfere with the rights of the Website Administration or the rights of other Users of the Website.

- 7.2 The Website Administration is entitled to disclose any information about the User that it deems necessary to comply with the provisions of the current law or court decisions, with the terms of this Agreement, to protect the rights or security of (name of the organization), Users.
- 7.3 The Website Administration is entitled to disclose information about the User, if the current Russian law requires or provides for such disclosure.
- 7.4 The Website Administration is entitled to terminate and/or limit access to the Website without prior notice to the User, if the User has violated this Agreement or the terms of use of the Website contained in other documents, and when the Website is terminated or there is technical failure or problem.
- 7.5 The Website Administration is not responsible to the User or third parties for the limit of access to the Website as a result of violation by the User of any provision of this Agreement or other document containing the terms of use of the Website.

## **8. DISPUTE SETTLEMENT**

- 8.1 In case of any disagreements or disputes between the Parties to this Agreement, the Parties before applying to the court shall submit a claim (a written proposal for a voluntary settlement);
- 8.2 The Party received the claim, within 14 (fourteen) calendar days from the date of its receipt, shall notify the applicant in writing about the results of the consideration of the claim;
- 8.3 If the Parties cannot settle the dispute on a voluntarily, any of the Parties has the right to apply to the court for protection of their rights, which are granted to them by the current Russian law;
- 8.4 Any claim regarding the terms of use of the Website shall be filed within the period after the grounds for the claim arise, except for copyright protection for the materials of the Website protected in accordance with the law. In case of violation of the terms of this clause, any claim or grounds for the claim are barred by the statute of limitations.

## **9. ADDITIONAL PROVISIONS**

- 9.1 The Website Administration does not accept counter offers from the User regarding changes to this User Agreement;
- 9.2 User feedbacks posted on the Website are not confidential information and can be used by the Website Administration without restrictions.

## **10. FINAL PROVISIONS**

- 10.1 This User Agreement is regulated under the Russian law;
- 10.2 The invalidity of one or more provisions of this User Agreement does not entail the invalidity or inapplicability of the remaining provisions of the User Agreement.