

## **USER AGREEMENT**

This User Agreement is made by and between *Tsifrovaya Zhazhda LLC* (OGRN code: 1187746800306, INN taxpayer code: 9709036130), (hereinafter — “**the Company**”, or “**Administrator**”), that administers the service of programs and courses of CORE (hereinafter — “**the Service**”) published in the Internet at: [www.coreapp.ai](http://www.coreapp.ai) (hereinafter — “**the Website**”), on the one hand, and

Any legal entity or individual that/who intends to voluntarily register — either directly or through an agent (management body, authorized representative, etc., where applicable) — or has registered an account at the Website seeking to distribute their info product, including courses, programs, trainings, recorded activities, webinars, information materials, other products (hereinafter — “**the Product**”), via the Website (hereinafter — “**the Partner**”),

Or

Any individual, legal entity or self-employed person intending to register (or having registered) an account at the Website voluntarily and without intermediary, in order to buy and use Partners’ Products via the Website (hereinafter — “**the User**”)

If any part of this Agreement is applicable to the relations with both Partners and Users, those are collectively referred to as “the User”.

### **TERMS OF THE USER AGREEMENT**

Website Administrator provides the Users with the services of the Website on the terms specified in this User Agreement (hereinafter — “**the Agreement**”). The User shall carefully inform themselves about its terms.

#### **1. MAKING AND AMENDING THE AGREEMENT**

- 1.1. Electronic publication of this public offer (at <https://coreapp.ai/docs/tos.pdf>) constitutes an official offer of the Company to sign a license agreement to use the Service and its functions (open license), and a service contract as stipulated by para 2 Article 437 of the Civil Code of Russia.
- 1.2. A User shall carefully consider this Agreement before accepting it.
- 1.3. A Partner can accept this Agreement after a careful consideration by following the procedure in para 1.4 - 1.5 below.
- 1.4. Should a Partner choose one of the standard service plans and not require a customized solution, they can accept it by paying the license fee to the Company in line with the service plan selected. The license fee is not subject to VAT as per p. 26 para 2 Article 149 of the Tax Code of Russia. Should the Partner require an individual solution rather than a standard service plan, they are invited to send a request to [partners@coreapp.ai](mailto:partners@coreapp.ai); thereon, a contract will be concluded between the Company and the Partner, to establish individual terms for the two parties.
- 1.5. A Website User will accept this Agreement by first reading it and then ticking a relevant checkbox in the registration form to confirm their consent (“I accept the User Agreement”).
- 1.6. The User’s performance of the steps laid out in paragraphs 1.4. – 1.5 above, shall be construed as their full and unconditional acceptance hereof in accordance with para 3 Article 438 of the Civil Code of Russia. By performing the above steps, the User accepts all the terms hereof, and agrees to be bound by them, or stop using the Website.

- 1.7. The Company may introduce amendments into this Agreement at its discretion. A notice of an amendment to the Agreement shall be published on the Website and made accessible for Users.
- 1.8. If a User doesn't express any disagreement with the proposed amendments into the Agreement within 14 calendar days after the Company's notice, the amendments shall be deemed accepted by the User unconditionally, the User's consent shall be deemed received, and the Agreement shall be deemed amended.
- 1.9. The current text of the Agreement indicating the date of the most recent amendments is published at [https://coreapp.ai/docs/agreement\\_en.pdf](https://coreapp.ai/docs/agreement_en.pdf).
- 1.10. The User has the right to opt out of the Company's services because of the amendments into the Agreement. Should the User's objections be received within the period indicated above, they shall constitute a request to terminate the Agreement. The Agreement shall be deemed terminated 14 calendar days after the date of the Company's notice of the amendments.

## **2. STATUS OF THE WEBSITE**

- 2.1. The Website is an Internet resource that consists of information, design, other visual and graphic elements, and software, located in the information system that ensures accessibility of the Website services in the Internet at coreapp.ai.
- 2.2. All rights to the Website and the web address (domain name) coreapp.ai belong to the Company. The Company provides public access to the Website as per this Agreement and applicable laws of Russia.
- 2.3. The rights to use the information and intellectual property (including but not limited to: pieces of literature, music, audio and visual content, soundtracks, graphical content, design, photography, software) placed in various sections of the Website can belong to the Website's Partners who have created and/or legally published the above items on the Website without the involvement of the Website Administrator.
- 2.4. The User shall be given a personal non-exclusive and non-transferrable right (BASIC (NON-EXCLUSIVE) LICENSE) to use the software and other intellectual property contained in the Website services, at one computer (device); neither the User nor any other party acting via the User may copy or modify the software and other intellectual property, create applications on the basis of this software and other intellectual property, penetrate the software to obtain program codes, sell, cede, lease, or in any other way pass to a third party the rights related to the software and other intellectual property that the User has been granted hereunder; the User shall not modify the services so as to get unauthorized access thereto, or for other purposes, or commit other illegal activities.

## **3. COMMUNICATION WITH THE WEBSITE ADMINISTRATOR**

- 3.1. Applications, proposals and claims by individuals and legal entities to the Website Administrator in connection with this Agreement, functioning and exploiting of the Website, the damage caused to the rights and interests of the Users of Partners' Products, and requests from authorized persons and agencies issued in accordance with the Russian law, shall be sent to the following postal address: 1/2 Novodmitrovskaya Street, 127015 Moscow, or by e-mail: [help@coreapp.ai](mailto:help@coreapp.ai).
- 3.2. On matters of functionality and further development of the Website, the Administrator shall be guided by the Russian law, this Agreement, and other documents as may be issued by the Website Administrator to regulate the provision of the Website services to the Users. This Agreement and the relations between the Administrator and User that have emerged in connection with the exploitation of the Website services, shall be governed by the Russian law.

- 3.3. The Users are entitled to submit their proposals on how to further improve the Website and the Service to the Administrator. However, it will be up to the Administrator to decide on the implementation of any improvements.
- 3.4. The Users' requests to settle disputes with Partners and get a refund, will be considered by the Administrator according to the provisions in section 10 below.
- 3.5. **Should a Partner offer Products for MINORS, the Partner shall make sure a relevant checkbox in its *Product Placement Form* is ticked (see para 4.1. below), and shall notify the Administrator thereof by sending a notice to [help@coreapp.ai](mailto:help@coreapp.ai).**  
The Administrator reserves the right to request such Products in order to examine their compliance with Federal Law #436-FZ of 29.12.2010 "On Protection of Children from Information Harmful for their Health and Development", and other legal acts of the Russian Federation. The above request can be initiated at any point during the existence of the respective Partner's account. Having received the above request from the Administrator, the Partner shall immediately (within three calendar days) provide the Product for the examination by the Administrator. Should the Partner refuse or fail to do so within the designated period, the Administrator will block the account of this Partner.

#### **4. REGISTRATION AT THE WEBSITE, TERMS OF USE, USER STATUS**

- 4.1. To be able to use the services of the Website, the User agrees to provide full and accurate information about themselves and their products by answering the questions in the Registration Form and the Product Placement Form. Should a User provide false information, or should the Administrator have ground to suspect that the information provided is either incomplete or inaccurate, the Administrator shall have the right to block or terminate the User's account and deny the User the right to use the Service.
- 4.2. The Registration Form and the Product Placement Form can contain requests to the User to provide additional information, e.g. to explain whether the Products are for minors. It is mandatory to provide this information in order to be able to use the Service and Website.
- 4.3. The User bears the responsibility for the accuracy, completeness, and compliance of the provided information with the laws of Russia; and for it being free from any third-party claims.
- 4.4. The registration at the Website for the User is free of charge, voluntary, and shall be performed at [coreapp.ai](http://coreapp.ai).
- 4.5. **PARTNERS AT THE WEBSITE CAN BE LEGAL ENTITIES, SELF-EMPLOYED, AND INDIVIDUALS. THE ADMINISTRATOR RESERVES THE RIGHT TO REQUEST DOCUMENTARY EVIDENCE OF THEIR LEGAL STATUS.** Should the Administrator become aware of a violation of this requirement, it will have the right to terminate or block the Partner's account.
- 4.6. Buyers of Partners' Products (i.e. Website Users) can be both individuals, and representatives of legal entities, or self-employed persons.
- 4.7. Upon successful registration of the User at the Website, the Administrator accepts the rights and obligations towards the User as per the present Agreement.
- 4.8. Having completed the registration, the User gets access to their private space at the Website (**the account**) by means of their login and password. The Partner can customize its account so as to be able to access it both via [coreapp.ai](http://coreapp.ai) and via the Partner's domain. The possibility to access the account using the Partner's domain name, and the terms of this service shall be specifically discussed by the parties.
- 4.9. The User is responsible for the safety of their login and password, and for all actions performed under the respective login and password, irrespectively of whether the User account has been accessed via [coreapp.ai](http://coreapp.ai) or the User's domain.
- 4.10. The login and password registered by the User are necessary and sufficient for accessing the Website. The User shall not pass their login and password to any third party, and is responsible for their safety; the User shall decide on how to store these details at their own

discretion, and shall ensure safe exit from their account at the end of every session at the Website, and protect confidentiality of their access details.

The User may save the login and password at its soft- and hardware (using cookies) for the automatic authorization at the Website in the future.

- 4.11. The User shall immediately notify the Administrator of any unauthorized (i.e. not sanctioned by the User) access via its login and password, and/or of any breach of safety. Unless the User can prove otherwise, any activities conducted under their login and password shall be deemed conducted by the User.
- 4.12. By registering on the Website, the USER accepts this Agreement, and agrees to the PROCESSING OF THEIR PERSONAL DATA provided at registration, by the Administrator. The User's personal data shall be processed in accordance with the Russian law. The Website Administrator shall process the User's personal data so as to provide them with the Website and other services, including personalized (targeted) advertising, e-mails, text messages, push- and other notifications; and so as to verify, examine and analyse such data in order to maintain and improve the existing and develop new services and sections of the Website.
- 4.13. When registering a minor, it is assumed that her or his legal representatives have given their consent for the processing of the minor's personal data.
- 4.14. The Website Administrator takes all necessary steps to protect the User's personal data from unauthorized access, modification, disclosure or removal. The Administrator shall provide access to the User's personal data only to such staff members, contractors and agents of the Administrator as necessary to support the functioning of the Website and provision of services to the User. The Website Administrator may use the information provided by the User, including their personal details, to ensure compliance with the Russian law (including prevention and/or suppression of illegal and/or criminal activities of other Users). The information provided by the User can only be disclosed in accordance with the applicable laws of Russia, if so required by court, law enforcement, or in other cases subject to the Russian law.
- 4.15. Subject to the Russian law, the User may withdraw their consent for the processing of their personal data by sending a claim in writing to the postal address of the Administrator as stipulated in para 3.1. above.
- 4.16. Payments for the paid Products offered at the Website are made via the payment systems at the Website. Distribution of the Products offered at the Website via other Internet platforms is explicitly allowed.

## **5. OBLIGATIONS OF THE USER / PARTNER**

- 5.1. When using the Website services, the User shall:
  - 5.1.1. Comply with the applicable laws of Russia, this Agreement and other documents of the Administrator published at the Website.
  - 5.1.2. Provide true, complete and up-to-date information at the point of registration; keep it updated.
  - 5.1.3. Should the Partner's details get changed, the Partner shall notify the Company thereof and publish them at its own website (if available) within one work day after the changes have occurred.
  - 5.1.4. Not allow other users to access information at the Website if this could lead to a violation of the Russian law and/or this Agreement, or rights and legal interests of third parties. IN PARTICULAR, THE WEBSITE USER SHALL NOT ALLOW ACCESS TO THE PRODUCTS THEY HAVE PAID FOR, TO ANY THIRD PARTIES, AND SHALL NOT COPY OR DISTRIBUTE THE PRODUCTS WITHOUT CONSENT OF THE RESPECTIVE PARTNER.
- 5.2. A Partner not registered as a legal entity, or an individual entrepreneur, or a self-employed, will operate at their own risk if they conduct activities aimed at a consistent earning (i.e.

revenues from selling the Product), and will bear full responsibility for this, subject to the applicable Russian laws concerning commercial activities without setting up a legal entity or registering as a self-employed.

- 5.3. The Partner undertakes to pay their annual tax on the revenues from the paid Products they offer via the Website by themselves, as is stipulated in Article 225 of the Tax Code of Russia.
- 5.4. Should there be doubts as to the legality of any actions, including the placement of information or provision of access, the Website Administrator strongly recommends to refrain from those.
- 5.5. When using the Website, the User shall not:
  - register as a User on behalf or instead of another person (“dummy account”); registration on behalf or instead of another individual or legal entity, however, is possible where there is legal authorization received in accordance with the applicable laws of Russia (i.e. letter of authorization);
  - mislead other Users as to its personality by using a login and password of another registered User;
  - misrepresent personal information including their age, legal (commercial) status, or affiliation with other persons or organizations;
  - upload, store, publish, distribute, provide access to, or in other way use information that contains threats, or is discrediting, offensive, damaging to one’s reputation, violates the privacy of other Users or third parties; violates rights of minors; is obscene, or contains foul language, pornography, texts or scenes of sexual nature involving minors; contains a message of violence towards or inhuman treatment of animals; contains a description of tools and methods of suicide and any instigation thereto; advocates and/or provokes racial, religious, ethnical conflicts or hostility; advocates fascism or any racial dominance theories; contains extremist materials; advocates criminal activities, or offers advice, instructions, or guidance on how to commit an offence; contains restricted information, including but not limited to state and commercial secret, information about a third party’s personal life; advertises or describes the appeal of narcotic drugs, including ‘digital drugs’ (audio files affecting the human brain by binaural exposure), information about the distribution of drugs, recipes and consumption advice; is fraudulent; may describe ambiguous earning methods and financial pyramids, digital fraud; or violates other rights and interests of the citizens and legal entities, or provisions of the Russian law;
  - illegally upload, store, publish, distribute and provide access to, or in other way use intellectual property of other Users and third parties;
  - perform mass mail-outs without consent of the Website Administrator;
  - use software and conduct actions to disrupt the functioning of the Website and its services, or accounts of the Users;
  - upload, store, publish, distribute and provide access to, or in other way use viruses, Trojans and other malware;
  - without consent of the Administrator, use scripts (applications) to collect information at the Website and/or communicate with the Website and its services;
  - attempt to receive another User’s login and password in any way, including but not limited to deception, misuse of trust, hacking;
  - illegally collect and process personal data of others;
  - access (or attempt to access) services in any other way but via the interface provided by the Website Administrator, unless such operations have been explicitly permitted under a separate agreement between the Administrator and the User;
  - reproduce, replicate, copy, sell, trade or resell services for any purpose, unless such operations have been explicitly permitted under a separate agreement between the Administrator and the User;
  - place commercial and political adverts outside designated sections of the Website;

- Partners may not place at the Website any misleading and/or inaccurate information, overviews, or promises; WHERE THE USER HAS FOLLOWED THE TERMS OF USE, THE PRODUCTS SHOULD BRING ABOUT GUARANTEED RESULTS AS PROMISED IN THEIR DESCRIPTIONS.

5.6. Where Products for MINORS are placed at the Website, the Partner undertakes to:

1. inform themselves of the Federal Law 436-FZ of 29.12.2010 “On Protection of Children from Information Harmful for their Health and Development” and obtain other information regarding the protection of children against such information;
2. closely monitor and ensure that the Products do not contain any information that may not be distributed to children, namely such information that could
  - incite children to any actions that may be dangerous for their life and/or health, including self-harm and suicide;
  - motivate children to use drugs, psychedelics and/or intoxicating substances, tobacco products, alcohol, spirits, beers and beer-based drinks; gamble, get involved in prostitution, vagrancy or begging;
  - justify, rationalize or incite violence and/or cruelty towards people or animals;
  - deny or challenge family values, incite disrespect to parents and/or other family members;
  - promote alternative sexual relations;
  - justify illegal actions;
  - contain foul language, other derogatory language;
  - contain pornography (it is stipulated by law that pornography is any information in the form of naturalistic visuals, or description of human reproductive organs and/or sexual act or similar sexual activity, including towards animals);
  - contain information of an underage victim of an illegal act (or failure to act), including the victim’s name, photo and video of the victim and their parents or other legal representatives, date of birth, audio record of their voice, permanent or temporary residence address, place of study or work, other information that can directly or indirectly help identify the personality of such underage victim;

In the existing individual access mode, the Partner shall bear full responsibility for communication with minors and their legal representatives and for the VERIFICATION OF THE CONSENT OF THE LEGAL REPRESENTATIVES to use the Products via the Website.

- 5.7. Where Products placed at the Website are NOT for MINORS (.i.e. 18+ category), the Partner shall – before providing access to the Product (and where applicable) – verify the age of the User using reasonable and adequate ways to make sure that the User is 18+.
- 5.8. Absence of reaction of the Website Administrator to a violation by a User of the provisions herein, does not constitute a waiver by the Administrator of its rights to protect its interests and/or interests of other Users in the future, or a waiver by the Administrator of its right to protect its interests in case of a similar violations in the future.
- 5.9. If a User does not accept this Agreement or amendments hereto, the User shall stop using the Website, notify the Administrator thereof following the respective procedure, and remove its account.

## 6. INTELLECTUAL PROPERTY CLAUSE

- 6.1. All items placed at the Website, including design elements, texts, graphics, trademarks, illustrations, scripts, applications, video and audio material, etc., and collections of such materials (hereinafter — “**the Content**”) are subject to the exclusive rights of the Administrator, Partners and other rights holders. All rights for these items are reserved.
- 6.2. Unless explicitly provided otherwise in this Agreement, nothing in this User Agreement shall be construed as a transfer of exclusive rights over the Content.
- 6.3. None of the provisions herein shall give the User the right to use the brand name, trademark, domain name, or other signage of the Administrator. The right to use the brand

name, trademark, domain name, or other signage of the Administrator can be provided only under a written agreement with the Website Administrator.

- 6.4. The Administrator shall have the right to use any Partners' products placed at the website, either free or paid, (including their parts and elements, logo, brand name, trademark) to advertise the Partners, their Products, the Company and/or the Website. In particular, the Products can be included into a public catalogue of products at the Website. Herewith, Partners express their consent with such use of their Products by the Administrator during the existence of their account at the Website.

## **7. FUNCTIONING OF THE WEBSITE AND RESPONSIBILITY FOR USING THE WEBSITE**

- 7.1. The Users are responsible for their actions when setting up their account at the Website and placing their information in it and into other sections of the Website, in accordance with applicable laws of Russia. The Website Administrator shall bear no responsibility for the breach of this Agreement by the User, either to other Users, or to the state authorities.
- 7.2. Any damage caused by inappropriate quality of the information placed at the Website, or its non-compliance with the license or other requirements, shall be the responsibility of the respective User.
- 7.3. The Website Administrator as an information agent provides the User with a technical possibility to use the Website, the Service and its functionality, but is not involved in uploading the content into the account (personal space) of the User; the Administrator doesn't pre-moderate or censure the information of the User; it does not control or bear the responsibility for actions or failure to act of any persons in connection with the use of the Website or accumulating and using the information in the User private spaces at the Website.
- 7.4. The Administrator shall however the right to examine the Content placed by the Users where there are serious grounds for this, and/or whistleblowing by other Users or state authorities. The Administrator reserves the right to modify (moderate) or remove any information published by the User that is in breach of the provisions hereof (including personal messages), and suspend, restrict or terminate the User's access to any section or service of the Website at any time for any reasons, or without explaining the reason, with or without a preliminary notice, without taking on the responsibility for any damage that can be caused to the User by this action. The Website Administrator reserves the right to suspend, restrict or terminate the User's access to any section or service of the Website should the Administrator come to believe that the User constitutes a threat for the Website and/or its Users. The Website Administrator shall assume no responsibility for temporary blocking or removal of information (termination of User's registration) performed in accordance with this Agreement.
- 7.5. There are no technical solutions embedded into the information system or software of the Website to automatically censor and control activities and communication of the Users with regard to exploiting the Website.
- 7.6. The Administrator reserves the right at any time, either with or without a notice, to modify the outlook of the Website, its content, list of services, and modify or extend the scripts, software and any items used or stored at the Website, and server applications.
- 7.7. The Website Administrator will communicate to the Users the details of the Partner (brand name, address, OGRN code, full name (if available), state registration ID of a self-employed person).
- 7.8. The Website Administrator assumes no responsibility for the accuracy of the information provided by the Partner.
- 7.9. The Website Administrator assumes no responsibility for the Content published at the Website. The Partner shall indemnify the Administrator against any complaints and claims

of a violation of exclusive rights over the Content, so that the Partner would settle such claims and reimburse the Administrator for any damage so incurred.

- 7.10. If the Website Administrator receives a respective claim and gets evidence of illegal user Content, the latter shall be removed immediately.
- 7.11. THE WEBSITE ADMINISTRATOR HAS THE RIGHT TO REMOVE/ BLOCK A PARTNER'S ACCOUNT IF THE REQUESTS FOR REFUNDS IN CONNECTION WITH THEIR PRODUCTS EXCEED FIVE PERCENT (5%) OF THE TOTAL SALES VOLUME IN ANY GIVEN PERIOD OF TIME.
- 7.12. The Website Administrator will ensure the functioning of the Website and undertakes to quickly restore its operations in case of technical failures and breakdowns. The Website Administrator, however, assumes no responsibility for temporary breakdowns and failures of the Website and any loss of information they may cause. The Administrator assumes no responsibility for any damage to the User's or any other party's computer, mobile device, other gadgets or software, caused by or in connection with a download from the Website or via links published at the Website.
- 7.13. The Website Administrator has the right to use the statistics on the operations of the Website, and the User information, for the purpose targeted advertising to groups of Users. The Administrator reserves a technical opportunity to access the accounts of the Users for the purpose of administering and maintaining the Website and delivering this Agreement; this opportunity may only be used as stipulated in this Agreement.
- 7.14. The Website Administrator shall have the right to send the User any information regarding the development of the Website and its services, and other notices, and promote its own activities and services. The User can withdraw their agreement to receive advertisements by either notifying the Administrator or terminating subscription to a specific type of adverts.
- 7.15. The Website Administrator shall not be responsible for any delays, failures, incorrect or untimely delivery, removal or loss of any User information.
- 7.16. The User hereby agrees to the right of the Website Administrator to terminate any User who has not started using their account within twelve (12) months after the registration date. Such User shall be able to register at the Website anew.

## **8. LIMITATION OF RESPONSIBILITY**

- 8.1. THE WEBSITE AND ALL ITS SERVICES INCLUDING ALL SCRIPTS, APPLICATIONS, CONTENT AND DESIGN, ARE OFFERED 'AS ARE'. THE ADMINISTRATOR PROVIDES NO GUARANTEE AS TO WHETHER THE WEBSITE AND SERVICES WOULD FIT SPECIFIC USE CASES. THE ADMINISTRATOR NEITHER GUARANTEES NOR PROMISES ANY SPECIFIC RESULTS OF THE USE OF THE WEBSITE AND/OR ITS SERVICES. IN PARTICULAR, THE ADMINISTRATOR DOES NOT GUARANTEE A POSITIVE IMPACT OF THE PRODUCTS OFFERED BY PARTNERS.
- 8.2. THE WEBSITE ADMINISTRATOR DOES NOT GUARANTEE THAT SERVICES AND INFORMATION WILL MEET REQUIREMENTS OF THE USER, AND WILL BE PROVIDED UNINTERRUPTEDLY, RELIABLY AND FREE FROM ERRORS; THAT RESULTS TO BE RECEIVED BY USING THE SERVICES OR INFORMATION WILL BE ACCURATE AND RELIABLE; THAT THE QUALITY OF ANY PRODUCT, SERVICE, INFORMATION, ETC. RECEIVED VIA THE SERVICES WILL MEET EXPECTATIONS OF THE USER.
- 8.3. WEBSITE SERVICES CAN CONTAIN LINKS TO OTHER RESOURCES. THE USER RECOGNIZES AND AGREES THAT THE WEBSITE ADMINISTRATOR BEARS NO RESPONSIBILITY FOR THEIR CONTENT.
- 8.4. BY USING THE WEBSITE, THE USER AGREES THAT THEY DOWNLOAD MATERIALS FROM OR VIA THE WEBSITE AT THEIR OWN RISK, AND BEAR



SOLE RESPONSIBILITY FOR ANY POTENTIAL CONSEQUENCES OF USING THE ABOVE MATERIALS, INCLUDING ANY DAMAGE OR HARM THESE MATERIALS MAY CAUSE TO THE USER OR THIRD PARTIES.

- 8.5. UNDER NO CIRCUMSTANCES, SHALL THE WEBSITE ADMINISTRATOR OR ITS REPRESENTATIVES BE RESPONSIBLE TO THE USER OR ANY THIRD PARTY FOR ANY INDIRECT, UNEXPECTED, UNINTENTIONAL DAMAGE, INCLUDING LOSS OF PROFIT OR DATA, DAMAGE TO ONE'S DIGNITY, REPUTATION, OR HEALTH INCURRED IN CONNECTION WITH THE EXPLOITATION OF THE WEBSITE, ITS CONTENT OR OTHER MATERIALS THE USER OR OTHER PARTIES HAVE ACCESSED VIA THE WEBSITE, IN PARTICULAR IF THE WEBSITE ADMINISTRATOR HAS WARNED THEM OF OR ALERTED THEM TO A POSSIBILITY OF SUCH DAMAGE OR HARM.
- 8.6. FOR THE REGISTRATION OF MINORS AGED BETWEEN 7 AND 13 YEARS, IT IS ASSUMED THAT THE REGISTRATION IS PERFORMED BY THEIR LEGAL REPRESENTATIVES. FOR THE REGISTRATION OF TEENAGERS AGED BETWEEN 14 AND 18 YEARS IT IS ASSUMED THAT THE REGISTRATION IS PERFORMED UPON CONSENT OF THEIR LEGAL REPRESENTATIVES. SHOULD IT BECOME KNOWN OTHERWISE, THE ADMINISTRATOR SHALL DEMAND THAT THE RULES ESTABLISHED BY LAW BE COMPLIED WITH (I.E. FOR THE LEGAL REPRESENTATIVES TO REGISTER THE MINOR ANEW, OR CONFIRM THEIR CONSENT AT THIS LATER MOMENT); SHOULD THESE DEMANDS REMAIN UNSATISFIED, THE ACCOUNT OF THE USER SHALL BE TERMINATED.

## **9. SALE OF PRODUCTS VIA THE WEBSITE. SETTLEMENT PROCEDURE**

- 9.1. Via their personal space, Partners can offer courses, programs, trainings, other materials and other information products. By choosing a Product of those listed by the Partner at the website, the User accepts the offer of the Partner to conclude an information services contract.
- 9.2. Both the Partner and the User understand and agree that in no circumstances shall the Company be deemed the party selling or rendering the above services. The Company provides the functionality of the Website to the Partner, who can then make offers to Users, which they can accept; supports communication between the Partner and the User; and acts as the agent for the Partner in receiving the money from the User in payment for the services, and issuing electronic receipts confirming the payment. THE INFORMATION SERVICES CONTRACT IS CONCLUDED DIRECTLY BETWEEN THE PARTNER AND USER, BY THE USER ACCEPTING THE PARTNER'S OFFER. Thus, the Company bears no responsibility for the quality, consumer properties and terms of access to the Partner's Products, as well as other information placed at the website. All claims, including requests of refund shall be sent directly to the Partner who is the provider under the information services contract. The Partner undertakes to settle all Users' claims including claims for refund, without involving the Company. The Company can be asked to settle a dispute between the User and Partner as is laid out in section 10 below.
- 9.3. The User accepts the Partner's offer by making a payment. After the Company has confirmed the payment, the User receives access to the respective Product. The payment is confirmed by providing the User with an electronic receipt; the receipt can be sent to the User's e-mail and/or saved in the User's personal account. Products can be used only at the Website.
- 9.4. Products are made available to Users subject to prepayment made in full; partial payments are not allowed.
- 9.5. The Company acting as an agent supports the Partner in receiving payments for the Products, and making refunds in case of legitimate claims by the Users and/or a decision

by the Partner to make a refund. This service may be provided via organizations that are entitled to provide payment services by the Russian law, including receiving and transferring funds (payment systems, acquirer banks). The User understands and agrees that all financial claims regarding the correctness of the payment transfers shall be addressed to the organization that has accepted and/or transferred the funds. The Company is not a money transfer or e-money operator in the sense of the Federal Law of 27.06.2011 #161-FZ 'On National Payment System'; nor is it a paying agent in the sense of the Federal Law of 03.06.2009 #103-FZ 'On Operations of Paying Agents Receiving Payments from Physical Persons' as receiving payments is not a core activity of the Company and is only exercised in connection with the Company providing the Partner with the rights to use the Website and rendering related services.

9.6. For performing the agent functions, providing the license to use the software and other intellectual property offered in the services of the Website, and rendering other services (advertising, awareness raising, etc.) the Company shall charge (withhold) a fee depending on the selected service plan.

If on the payment date the Partner's account balance is negative (e.g. if a fee has been previously charged for a refund made to a User), the Company shall have the right to withhold the non-paid fee at a later date, from any money credited to the Partner's account in payment for their Products, so as to fully settle the debt.

9.7. The services on the Website shall be free for Users. However, the terms of Products are formulated and communicated by the Partner, as it is the Partners who sell the Products.

9.8. The User can purchase paid services on the website by following the procedure established herein. A list of paid services and relevant service plans are set and modified by the Administrator at its discretion, without consent of the User, and are published at [coreapp.ai](https://home.coreapp.ai), namely at <https://home.coreapp.ai>. If any proposed amendments are to cancel existing services that are being used by the User, the Administrator shall notify the User of the forthcoming amendments seven (7) work days before their implementation.

9.9. For the avoidance of doubts, no interest shall be paid on the money of a Partner, under any circumstances.

## **10. PROTECTION OF USERS' RIGHTS; DISPUTE RESOLUTION PROCEDURE, REFUND POLICY**

10.1. All disputes and disagreements in connection with the implementation of this Agreement and exploitation of the Website of the Service shall be resolved by negotiations. The User and Administrator agree to follow the pre-trial dispute resolution procedure.

10.2. A User shall send a written complaint with regard to a dispute to [help@coreapp.ai](mailto:help@coreapp.ai) from the e-mail account that is registered by the User at the Website.

10.3. The complaint shall contain the following:

- information on the parties of the dispute,
- demands of the complaining party,
- details of the conflict situation,
- evidence of the complaining party,
- options for the resolution of the conflict,
- warning of a potential initiation of a court procedure, should the conflict be not resolved extra-judicially.

10.4. Upon receipt of the above complaint, the Website Administrator shall immediately send a request for relevant information to the Partner. The Partner undertakes to provide the comments as requested by the Administrator under the dispute resolution procedure, within two (2) work days from the date of the respective request.

10.5. The Company shall make a decision on the dispute seeking to find a solution that would be acceptable to both parties and taking into account their respective interests, within five (5) calendar days after the receipt of the above complaint.

- 10.6. If a dispute is not resolved via negotiations, it shall be submitted to the court in the jurisdiction of the Administrator, this jurisdiction is to be established following the provisions of the Russian law.
- 10.7. The Company adheres to the refund policy and acts as a guarantor of refunds where a Product is of low quality or different from its description.
- 10.8. Should there be a legitimate request of a User for a refund, the Company shall return to such User the money that has been received from them, in full, after the conflict with the Partner has been resolved and the Partner has issued the instruction to refund.
- 10.9. If no notice regarding the status of negotiations with the User is received from the Partner within five work days, the Administrator shall have the right to repay to the User the money that has been received from them, in full, and notify the Partner thereof.
- 10.10. The refund can only be made to the bank account of the User from which the initial payment originated. All commission fees and charges in connection with the refund shall be at the expense of the Partner.
- 10.11. The Partner shall examine Users' claims with regard to the quality and properties of the Partner's products, and make refunds where appropriate. In case the Administrator receives repeated (more than three) notifications of a Partner avoiding this commitment, the Administrator shall have the right to terminate / block the access to the Website for the Partner.

## **11. FINAL PROVISIONS**

- 11.1. This User Agreement is an agreement between the User and Administrator of the Website regulating the use of the Website and its services; it replaces any previous agreements between the User and Administrator.
- 11.2. This User Agreement is governed by and interpreted in accordance with the Russian law. Matters not regulated by this Agreement shall be settled in accordance with the Russian law.
- 11.3. This User Agreement comes into force on the date of the User joining it by following the steps laid out in section 1 above, and remains in force throughout the existence of the respective account at the Website.
- 11.4. Nothing in this Agreement shall be construed as establishing between the Administrator and the User the relations of friendship, joined work, recruitment, or other relations that are not explicitly stipulated herein.
- 11.5. This Agreement is made in Russian and can be provided to the User for their information in a different language at the discretion of the Administrator. Where there is any conflict between the Russian text and the text in a different language, the Russian text hereof shall prevail.
- 11.6. If any one or several provisions of this Agreement become invalid or void for whatever reason, this will not affect the validity and enforceability of other provisions.