

Terms of the Website Use

<https://cpa.club/>

The present terms of the Website use (further — Rules) are developed by the Website Administrator, constitute an agreement between the Administrator and the User and define the terms of Website use as well as the rights and duties of the Administrator and the Users.

1. TERMS AND DEFINITIONS

The present Rules include the following terms:

- 1.1. **“Website Administrator (further — Administrator)”** — staff members, who are responsible for managing the website and acting on behalf of the “Media Agency” limited liability company (Further — Media Agency LLC).
- 1.2. **“Website User (further — User)”** — an individual with the proper legal capacity established by the current law of the Russian Federation for implicitly accepting the terms of the present contract offer, who has access to the website via the Internet and uses the website's services, pages and materials.
- 1.3. **“Public offer”** — an offer, which contains all the essential terms of the contract and expresses the will of the individual who makes the offer to conclude an agreement with anyone who responds based on the conditions that are specified in the offer.
- 1.4. **“Acceptance”** — the acceptance of the present public offer by the User.
- 1.5. **“User’s personal data”** — any information related directly or indirectly to a specific or identifiable physical person (also referred to as a “subject of personal data” or “personal data subject”).
- 1.6. **“Website”** — an internet resource with the following network address <https://cpa.club/> that belongs to Media Agency LLC.

2. GENERAL TERMS AND CONDITIONS

- 2.1. Established by clause 2 of the art. 437 of the Civil Code of the Russian Federation, the present Rules represent a public contract offer between the Website Administrator and the User regarding the Website use. By entering any data on the Website, the User agrees with the provisions of the present Rules in accordance with the art. 438 of the Civil Code of the Russian Federation.
- 2.2. The present Rules can be unilaterally changed by the Administrator without notifying the Users, and enter into force upon their publication. In this case, the introduced amendments are regarded as having been accepted by the User when he browses the Website for the first time following the amendments.
- 2.3. If the User disagrees with the present Rules or any related updates, the User is obliged to refuse from using the Website and notify the Administrator about it in due course.
- 2.4. Acting in accordance with clause 2.1. of the present Rules, means the User’s acceptance of the public contract offer, which is considered to have been received by the Administrator at the time the action had been taken. From this moment on, the present Rules are mandatory for the User, and remain in force indefinitely.

2.5. The current version of the present Rules is available on <https://cpa.club/>

3. THE WEBSITE USE

- 3.1. The Website use is voluntary and free of charge. From the moment of the Website using, the User and the Administrator obtain mutual rights and obligations related to the Website use and operation. By using the Website, the User agrees to be respectful of the Administrator and all other Website Users.
- 3.2. On the various Website pages, the User can enter the data, which is set by the proposed registration form. The User takes these actions voluntarily and in his own interest. By entering the data on the Website, the User agrees with the provisions of the present Rules established by the art. 438 of the Civil Code of the Russian Federation.
- 3.3. The Administrator does not check the accuracy of the information provided by the data subject along with his legal capacity, suggesting that the integrity of the parties that are engaged in a civil law relationships and the reasonableness of their actions are assumed in accordance with the law.

4. USERS' PERSONAL DATA PROCESSING

- 4.1. Users' personal data is being processed in accordance with the law of the Russian Federation.
- 4.2. Users' personal data, which can be entered on the Website, is processed in order to:
 - provide services specified on the Website;
 - ensure the functionality of the various Website services;
 - receive and store requests and messages from the Users;
 - notify Users about the Administrator's activity;
 - build the Website Users database;
 - provide some other services through the activities of the Administrator;
 - ensure the Administrator's functions and duties that are established by the law.
- 4.3. Remaining fully responsible for the actions of third parties, the Administrator has the right to involve them in the performance of his obligations through the activities and delivery of services specified on the Site, including, if required and within the framework of these Rules only, the Users' personal data transferring to third parties with the scope that is necessary to fulfil the contract.
- 4.4. The Administrator has the right to send the information about the Website activities, including materials of advertising nature, with the consent of the User. The User has the right to refuse this subscription at any time by written application to the Administrator, whose contacts can be found in the "Contacts" section.
- 4.5. In order to ensure the personal data security and privacy, the Administrator takes all necessary and sufficient legal, organizational and technical measures in accordance with the law.
- 4.6. The Administrator collects and processes Users' personal data in accordance with the Rules for the personal data processing available on the <https://cpa.club/> Website.

5. USERS' RIGHTS AND OBLIGATIONS

- 5.1. The use of the Website is subject to the User's compliance with the present Rules. The User is responsible for any information that he publishes on the Website.
- 5.2. When using the Website, the User undertakes:
 - to comply with the terms and provisions of the prevailing law of the Russian Federation, the present Rules and other special documents of the Administrator;
 - to provide reliable, complete and up-to-date information, as well as to monitor the data mainstreaming;
 - not to publish information and objects (including links to them) that may violate the rights and interests of other users on the Website;
 - to make a prior evaluation of the legitimacy before publishing information and objects (including, but not limited to, images of other persons, and other people's texts of different contents).
- 5.3. If there are any doubts regarding the legitimacy of certain actions, which include both publishing information and providing access to it, the Administrator does not recommend taking them.
- 5.4. When using the Website, the User is prohibited from:
 - 5.4.1. publishing information on behalf of or instead of another person ("fake account") as well as registering a group (association) of people or a legal entity as a User. However, registration on behalf of another individual or legal entity is possible only with the necessary authority obtained in the manner and in the form that are established by the law of the Russian Federation;
 - 5.4.2. publish information, which:
 - is illegal, harmful, vulgar or obscene, defamatory, and also contains obscene language or violates intellectual property rights;
 - promotes fascism, ideologies of racial superiority, hatred and / or discrimination of people on racial, ethnic, religious, social, gender grounds, contains elements of pornography, child eroticism, or promotes them, advertises intimacy, as well as sets out the procedure of manufacture and use of drugs, explosives or weapons;
 - threatens, discredits, offends, defames honor, dignity, and business reputation or violates the other Users' or third parties' privacy;
 - violates the rights of minors;
 - contains scenes of violence or inhuman treatment of animals;
 - contains description of the suicide means and methods or any incitement to commit it;
 - contains extremist materials;
 - promotes criminal activity or contains advice, instructions, or guidance on taking criminal actions, restricted information, including, but not limited to, state and trade secrets or the third parties' privacy data;
 - contains an advertisement or describes the attractiveness of drug use, including "digital drugs" (sound files that affect the human brain with binaural beats), information about the drug distribution, recipes for making them and drug use tips;
 - might be fraudulent;
 - and also violates other rights and interests of citizens and legal entities or requirements established by the law of the Russian Federation.

- 5.4.3. illegally uploading, storing, publishing, distributing, providing access or otherwise using the intellectual property of Users and third parties;
 - 5.4.4. using a software and taking actions aimed at disrupting the normal operation of the Website and its services or the Users' personal pages;
 - 5.4.5. uploading, storing, publishing, distributing, providing access or otherwise using viruses and other malware;
 - 5.4.6. reproducing, duplicating, copying, selling, trading and reselling services for any purpose, except when such actions are explicitly permitted for the User by separate agreement with the Administrator;
 - 5.4.7. placing commercial and political advertisements outside the special sections of the Website established by the Administrator;
 - 5.4.8. publishing any other information that, in the Administrator's opinion, is undesirable, does not meet the goals of creating the Website, encroaches on the interests of Users or does not fit the Website for other reasons.
- 5.5. The User is responsible for any information that he publishes on the Website or that he shares with other Users, as well as for any interactions with other Users carried out at his own risk.
- 5.6. The User is responsible for the accuracy, relevance, completeness, and compliance of the entered data with the law of the Russian Federation, as well as for the violation of the third parties' rights.

6. EXCLUSIVE RIGHTS FOR ELECTRONIC CONTENT AVAILABLE ON THE WEBSITE

- 6.1. All objects (Electronic content) published on the Website, including design elements, text, graphics, illustrations, videos, scripts, programs, music, sounds and other objects and their compilations (hereinafter referred to as the Content) are the subject of exclusive rights of the Administrator and other rights holders. All rights for the aforementioned objects are reserved.
- 6.2. Except for the cases established by the present Rules and the law of the Russian Federation, the Content cannot be copied (reproduced), processed, distributed, displayed by the frame, published, downloaded, transferred, sold or otherwise used, in its entirety, or in sections, without the prior consent of the rights holder, unless he has explicitly expressed his agreement for the free use of the Content by any person.
- 6.3. By publishing the Content that legally belongs to him on the Site, the Administrator grants the User the non-exclusive right to use it by viewing, reproducing (including copying), processing (including printing copies) and other rights for using the Content only for personal and non-commercial purposes, except when such purposes cause or may harm to legally protected interests of the rights holder.
- 6.4. The use of Content, which can be accessed by the User only for personal or non-commercial purposes, is allowed on the assumption that all signs or other notices concerning the authorship (copywriting), as well as the author's name and the artwork will remain intact.
- 6.5. Any use of the Website or the Content, except for that permitted by the present Rules or except when there is an explicit consent of the rights holder, is strictly prohibited without the prior written permission.

- 6.6. In the present Rules, nothing can be considered as transferring exclusive rights to the Content, unless otherwise explicitly provided by the Rules.
- 6.7. The User is personally responsible for uploading or otherwise making public (publishing) any Content or other information on the Website or through it. The User does not have the right to upload, transfer or publish Content on the Website if he does not have appropriate rights to take these actions, acquired or transferred to him in accordance with the law of the Russian Federation.
- 6.8. The Administrator may, but not obliged to, browse the Website for prohibited Content and may ban or remove (at its sole discretion, for any reason, without any limitation or warning) any Content or Users that, in his opinion, violates the present Rules, the law of the Russian Federation and / or may violate the rights, harm or threaten the safety of other Users or third parties.
- 6.9. By publishing any Content on the Website, the User grants the Administrator the right to copy it in order to streamline and facilitate the publication and storage of the User's Content on the Website.
- 6.10. By publishing any Content in any part of the Website, the User automatically grants the Administrator the non-exclusive right to use it by copying, reproducing, processing, as well as by the means of public performance, translation and distribution for the Website purposes including promotion or in connection with them. For the aforementioned purposes, the Administrator can create derivative works or insert the User's Content as a component to the corresponding compilation, and take other actions to achieve the specified goals.
- 6.11. If the User removes his Content from the Website, the rights established by clause 6.10 of the present Rules will be revoked automatically. However, the Administrator has the right to file a copy of the User's Content for an indefinite period.

7. CONTENT OF THIRD-PARTY WEBSITES

- 7.1. The Website contains (or may contain) links to other internet websites (third-party websites) as well as to articles, photographs, illustrations, graphics, music, sounds, videos, information, applications, programs and other Content owned by or coming from third parties (Third-Party Contents), which is the result of intellectual activity and protected in accordance with the law of the Russian Federation.
- 7.2. The specified third parties and their Contents are not checked by the Administrator against the compliance with any requirements (reliability, completeness, conscientiousness, etc.). The Administrator is not responsible for any information published on third-party websites even if the User can access them through the Website or through the third-party Contents.
- 7.3. Links or guides for downloading third-party files and (or) installing third-party programs published on the Website do not constitute the Administrator's support or endorsement of these actions.
- 7.4. A link to any Website, product, service, or information of a commercial or non-commercial character published on the Website does not constitute the Administrator's endorsement or recommendation of these products (services).
- 7.5. If the User decides to leave the Website and visit third-party websites, as well as use or install third-party programs, he takes these actions at his own risk and from that moment on, the present Rules no longer apply to the User. While taking any follow-up actions, the User should be guided by the applicable rules and policies,

including the prevailing business practices of the third parties, whose Contents he intends to use.

8. FINAL CLAUSES

- 8.1. The present Rules constitute an agreement between the User and the Administrator regarding the procedure of using the Website and its services as well as replace all previous agreements between the User and the Administrator.
- 8.2. The present Rules are governed by and interpreted in accordance with the law of the Russian Federation. Questions that are not regulated by the Rules are subject to resolution in accordance with the law of the Russian Federation.
- 8.3. In the event that disputes or disagreements related to implementation of the present Rules arise, the User and the Administrator must take every effort to resolve them by negotiations. In the event that disputes are not resolved through negotiations, they are resolved by making the claim. The claim should be responded to within 30 calendar days from the receipt of it. The claim must be sent to the Administrator in a written form. If agreement cannot be reached, disputes shall be settled by the Court in accordance with the law of the Russian Federation.
- 8.4. All suggestions or questions about these Terms of use of the site should be sent to the email address – admin@cpa.club.

COMPANY REQUISITES

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