

AGREEMENT
on the Use of Materials and Services of the Website
(User Agreement)

Moscow

September 19, 2024

This Agreement is a public offer of Labaz Trade House Limited Liability Company, Primary State Registration Number (OGRN) 1037700224430 / Taxpayer Identification Number (INN) 7729361329, registered office: 28 Srednyaya Kalitnikovskaya St., building 4, premises/room No. XVII/No. 40, Moscow, hereinafter referred to as the “Website Administration”, and shall determine the terms of use by visitors and users of this Website of the materials and services posted on the Internet at www.tdl.ru (hereinafter referred to as the Site/Service)

1. General Terms and Conditions

- 1.1 The Site was created for the purpose of informing users and potential counterparties about the activities of the Site Administration, including the services that the Site Administration can provide.
- 1.2 The Site User is an individual who has reached the age of 18 and uses the Site to get acquainted with its materials, including those representing the Company, which is interested in obtaining services from the Site Administration when using the functionality of the Site.
- 1.3 The Site contains the following materials and services:
 - documents regarding the personal data processing;
 - feedback form;
 - materials about the activities of the Site Administration, about the services that the Site Administration can provide.
- 1.4 The use of materials and services of the Site is regulated by the provisions of applicable laws of the Russian Federation.
- 1.5 By using the Site, the User confirms that he/she has read the following documents:
 - this Agreement;
 - the Privacy Policy;
- 1.6 The Agreement shall determine the rules and conditions of using the Site. The Rules are a public offer to the User and may be accepted by the User only by joining them in their entirety, i.e. in full, without exceptions and reservations, which is an Acceptance of the Agreement.
- 1.7 The User shall accept the Agreement independently when using the Site. After the Acceptance, the User shall be deemed to have accepted unconditionally and in general all the terms and conditions of this Agreement. This Agreement is binding on all parties, and the User shall not assign his/her rights and obligations.
- 1.8 When the User’s representative accepts the Agreement, the User shall guarantee that he/she has provided the User’s representative with all necessary powers to accept this Agreement in accordance with Article 431.2 of the Civil Code of the Russian Federation, and shall independently bear all risks in the event of a breach of the specified guarantees, and will also reimburse all damages caused to the Site Administration as a result of a breach of this guarantee.
- 1.9 Acceptance of the Agreement means that the User provides the Site Administration, or the Site Administration otherwise receives as a result of the User’s use of the Site, the Site usage data: the Internet Protocol addresses of the User’s computer (e.g. IP address), browser type, browser version, website pages, time of the User’s visit, time spent on these pages, unique device identifiers and other diagnostic data, type of mobile device, IP address of the mobile device, mobile operating system, type of mobile Internet browser, cookie data. The specifics of processing such personal data are set out in [Privacy Policy](#). The specified data is collected to ensure the operation of the site in accordance with its functionality.
- 1.10 The User shall independently ensure access to the Internet to use the Site.

- 1.11 All issues related to the acquisition of Internet access rights, purchase and setup of the relevant equipment and software products shall be resolved by the User independently and shall not be covered by this Agreement.
- 1.12 In case of disagreement with the terms of this Agreement, the User shall refrain from using the Site.

2 Obligations of the Site User

- 2.1 The User agrees not to take actions or leave comments and entries that may be considered as violating Russian laws or international law provisions, including those concerning intellectual property, copyright and/or related rights, generally accepted norms of morality and ethics, as well as any actions that lead or may lead to disruption of the normal operation of the Site and the Site services.
- 2.2 Use of the Site materials without the consent of the copyright holders is not permitted.
- 2.3 When citing materials from the Site, including copyrighted materials, a link to the Site is required.
- 2.4 The Site Administration shall not be responsible for visiting and using external resources, links to which may be contained on the Site.
- 2.5 The Site Administration shall not be responsible and shall have no direct or indirect obligations to the User in connection with any possible or incurred losses or damages related to any content of the Site, registration of copyrights and information about such registration, goods or services available on or received through external sites or resources or other contacts of the User, which the User entered into using the information posted on the Site or links to external resources.
- 2.6. The User is obliged to:
- 2.6.1. Comply with the Agreement and not perform any actions aimed at destabilizing the operation of the Site, attempting unauthorized access to them, the results of intellectual activity posted or accessible on them, and not perform any other actions that violate the rights of the Party or third parties.
- 2.6.2. Not use computer programs, scripts, etc. to expand, supplement, accelerate or otherwise change the functionality of the Services.
- 2.7. The User shall be solely responsible for any possible loss or damage of data that may occur due to the User's violation of the provisions of this Agreement, as well as for any damages incurred by the User as a result thereof.

3. Intellectual Property

- 3.1. Any use of the results of intellectual activity posted on the Site (including elements of the visual design of the Site, symbols, texts, graphic images, illustrations, photos, videos, programs, music, and other items), trademarks and service marks, company names, trade names without the prior written permission of the copyright holder shall be unlawful and may serve as a reason for legal proceedings and bringing violators to civil, administrative and criminal liability.
- 3.2. Users are prohibited from copying, reproducing, distributing, processing, displaying in any form, publishing, downloading, transmitting, selling (in whole or in part), alienating, and using the Site and its components.

4. Miscellaneous

- 4.1. All possible disputes arising out of or in connection with this Agreement shall be resolved in accordance with applicable laws of the Russian Federation.
- 4.2. In the event of disputes or disagreements related to the execution of this Agreement, a mandatory complaint procedure shall be provided for their resolution.
- 4.3. The User's complaints shall be accepted through the technical support service at the address: info@tdl.ru. The period for consideration of a complaint by the Site Administration shall be 20 business days from the date of its receipt.

4.4. The law of the Russian Federation shall apply to this Agreement and all disputes arising therefrom.

4.5. Under no circumstances shall the Party be liable to the User or any third parties for any direct, indirect, unintentional damage, lost profits or lost data, harm to honor, dignity or business reputation caused in connection with the use of the Site, their work, or the results of intellectual activity posted on them (accessible through them).

4.6. The recognition by a court of any provision of the Agreement as invalid or unenforceable shall not entail the invalidity of other provisions of the Agreement.

4.7. Omission on the part of the Site Administration in the event of a violation by any User of the provisions of the Agreement shall not deprive the Site Administration of the right to take appropriate actions later to protect its interests and protect copyrights to the Site materials protected in accordance with the law.

4.8. In order to exercise the rights and obligations under these Rules, the Party has the right to engage any third parties.

4.9. The Site Administration has the right to unilaterally amend the terms of this Agreement at any time. Such amendments shall enter into force on the day the new version of the Agreement is posted on the Site. If the User does not agree with the amendments made, he/she is obliged to refrain from using the Site, stop using the materials and services of the Site.

4.10. The Agreement may be revised, supplemented or amended without prior notice to Users of upcoming or past amendments to the terms. Unless otherwise stated, such amendments shall not be retrospective.

4.11. By acceding to this Agreement, the User undertakes to independently monitor amendments or additions.

If after amendments or additions have been made to the text of the Agreement the User continues to use the Site, this means that he/she has become familiar with the amendments or additions made and has accepted them in full without objection.

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