

## **Rules**

### **(Public offer)**

#### **On using the electronic system “Inforino”**

##### 1. Basic concepts and definitions

- 1.1. Sides recognize that all of the terms and concepts, which are used in this Agreement, as well as to any amendment, for the purposes of the proper performance of duties, unless the other is not presupposed, are construed in accordance to the following definitions.
- 1.2. “Electronic system “Inforino” (System, system “Inforino”, electronic directory “Inforino”, electronic system “Inforino”)” – all of the following electronic systems, web, wap-resources, electronic software for mobile devices “Electronic guide “Inforino””, posted on the internet web page of system “Inforino”, WAP system “Inforino” united by the same theme, design, trademark, electronic program and address space domain [www.inforino.ru](http://www.inforino.ru)
- 1.3. Start page of the system “Inforino”, through which people can have access to any element of the web page “Inforino”, available on the internet at [www.inforino.ru](http://www.inforino.ru)
- 1.4. Program of booting the system “Inforino” for mobile devices is available in the “Market” (for mobile devices, which use Android OS) and have a name “Inforino”, in Appstore for devices running OS or iOS and have a name “inforino”, possibly having different versions (releases).
- 1.5. “Acceptance” – the respon of the person to who the offer is addressed, namely the complete and unconditional acceptance of the terms of this Agreement. While receiving the acceptance of the User, Administration recognizes the user’s registration in the System and considers the Agreement to be signed on the terms offered.
- 1.6. “Author” – a citizen, whose creative work created the result of intellectual activity.
- 1.7. “Copyright” – a set of remits of author, set by applicable law and aimed at the exploitation of the work and on the implementation of the author’s moral rights.
- 1.8. “Exclusive rights” –the right of a citizen or a legal person , who has the exclusive rights for the intellectual activity or means of individualization (right holder), use such a result in any manner not inconsistent with law
- 1.9. “Personal data” – any information, which is related to an identified or identifiable based on the information to person (the subject of personal data), including his surname, name, middle name, year, month, date and place of birth,

family, social and property status, education, occupation, income and other information.\

- 1.10. “The processing of personal data” – actions with personal information, including full or part of: collection, systematization, accumulation, storage (update, change), use, distribution (including transferring), depersonalization, blocking and destruction of personal information.
- 1.11. “Internet” - a global information system, which is logically united with a single address space, which is based on the Internet Protocol (IP) or its future extensions/next versions
- 1.12. “Content” – a set of data with different themes and different source types (text, image, audio, video, etc), created by programs, which are featured in the system “Inforino”
- 1.13. “System services “Inforino” – services, which are expressed in the form of providing non-commercial and non-exclusive temporary rights for using the resources of the system.
- 1.14. “Login and password” – a unique set of characters, the combination of which allows the Administration to provide services for the User.
- 1.15. “The user of the system “Inforino” (User)” – any person (natural or legal), who has an access to the System “Inforino” through the Internet or downloaded on the mobile device, or using any pre-installed program of any version of electronic system “Inforino” in mobile device, not depending on the presence or absence of the rights for the mobile device or personal computer (PC)
- 1.16. “The owner of the system “Inforino” and the holder of the trademark (brand) “Inforino” – “Silver Ice” (BIN 1107746152370).
- 1.17. “The owner of the system “Inforino” and the User of the system “Inforino” hereinafter referred to as “Sides” – collectively and “Side” – individually.
- 1.18. “Administration of system “Inforino” (Administration)” – “Inforino”, authorized by the Owner of the system “Inforino” on the implementation of the control of the system and other activities associated with the use, services based on

the agreement of confidential administration number 4 from 1<sup>st</sup> December 2011. The administration of the system “Inforino” acts on their own behalf with an indication of the confidential administration, unless it is stated otherwise.

- 1.19. “Personal account (section, page) of the User” – this part of the system “Inforino” is available to the User after registration, by the use of this the User controls his/her account, publication of information about the user, the details of the User, services provided by the User and other information, perform sending and receiving of personal messages and other activities, which are associated with the use of the system “Inforino”
- 1.20. “Private messages” – electronic messages sent by one user to another, third parties (external visitors) and third parties, which are not available, sending and receiving of which is provided by the use of the system “inforino”
- 1.21. The concept of “account” and “Account record” are identical.
- 1.22. Advertising space – the space, this is made in the design of the page of the system “Inforino” for placement (display) of advertising materials.
- 1.23. Advertisement, advertising, banners, which contain information and links, provided by the User for displaying in accordance with the terms and conditions.

## 2. General provisions

- 2.1. This agreement regulates the relationship between Administration of the system “Inforino” and User, which arise from the use of system “Inforino” in any form or in any amount.
- 2.2. This agreement follows the law of Russian federation.
- 2.3. The provisions of this Agreement will be established, changed and canceled by the Administration of the system “Inforino” without prior notice. From the moment of posting new edition to any page of system “Inforino”, the previous edition is considered voided. In case of significant change in the Agreement, Administration will notify Users by placing a message in the system.
- 2.4. The current version of the Agreement is available on the internet at: [inforino.ru](http://inforino.ru)

3. The owner of the system “Inforino” and Administration

3.1. The owner of the system “Inforino” is the administrator of the domain:

[www.inforino.ru](http://www.inforino.ru) and is an exclusive right owner of the system “Inforino”, including computer software, mobile devices and databases, information materials, graphics, which are the elements of the user interface and other protectable objects, which are the part of the system, as well as the design of the system “Inforino”

3.2. Administration of the system “Inforino” provides services to provide Users non-exclusive rights to use the system and its functionality, including transferring, storage and providing access via mobile devices to the Internet to the needed User information, services, graphics and other information. Any information provided by users and sent via system “Inforino” is sent without changes and corrections.

4. User of the system “Inforino”

4.1. The rights and obligations of the User of the system “Inforino” arise from a person from the moment of his first use of any version of software, mobile devices, web pages, which are part of the system “Inforino”

4.2. Implementation of the User’s rights in the full capacity is possible from the moment of registration of the User to the system “Inforino” and paid services from the moment of confirmation in the payment system of related services. User registration is an absolute confirmation (acceptance) of the User’s agreement with these Rules. For the registration User must provide the data in accordance with the registration form. From the moment of accepting the registration and activation of the account the User gains the status of registered User. By the registration in the System User acknowledges, that he has the necessary legal capacity, is able to fulfill the terms of this Agreement and be responsible for the violation of this Agreement, including the relations, which arise from the use of the System.

4.3. Registered User has the free access to all services of the System “Inforino”, except for those, which access is granted via payment method, in terms of the rates, which are the part of the Agreement.

- 4.4. Unless proven otherwise, the person, authorized in the system “Inforino” by the login and password or any other possible method, which is used by any component of the system, acquires the status of the User and is considered the right account holder, where access to the use and controlling of the account is the result of the authorization.
- 4.5. By posting their Content in any part of the system, the User automatically grants to the Administration and the owner of the system the non-exclusive right to use of the content via copying, public performance, processing, re-making, translating and its promotion for the case of the System or its promotion or advertising. For these purposes Administration and the owner of the system are able to make derivative products or paste the content of the User as a component of appropriate collections, articles, messages and so on, to perform other actions that serve to achieve these goals.
- 4.6. If the User decides to delete their Content or needs the removal of his personal information from the Administration or the owner of the system, Administration or the Owner of the system “Inforino” reserve the right of retaining archived copies of the Users content.
- 4.7. The User, while performing the registration into the system “Inforino” express his agreement for the processing of his personal data, which may include all or a part of: surname, name, middle name, date and place of birth, sex, citizenship and nationality, passport numbers, people, who are also in the passport, other passport information, address of the residence and the registration, home and mobile phone, e-mail address, family, social and property (including the information about property or a car), profession, information (including address, work number, title, working time/period) of the current job and previous job, health status and any other information, which User included while working with the system “Inforino”. This agreement is valid for an indefinite period. The agreement is terminated by a written statement, where the Users is signed and the statement is personally delivered at the office of the Administration of the system “Inforino” or is sent to the Administration of the system “Inforino” as a registered mail. User rights about personal data of the subject are explained to the User.

4.8. The user, who is registering into the system “Inforino” express his agreement on receiving informative and/or promotional messages from the system “inforino” to his address and/or his mobile phone and/or his e-mail address. This agreement is valid for an indefinite period. The agreement is terminated by a written statement, where the Users is signed and the statement is personally delivered at the office of the Administration of the system “Inforino” or is sent to the Administration of the system “Inforino” as a registered mail.

## 5. Restrictions and prohibitions

- 5.1. It is prohibited to collect personal data about other users for the purpose of further processing: operating with personal data, including their collecting, systematization, storage, updating, changing, use, distribution (including transfer), depersonalization, blocking and destroying.
- 5.2. Use any automatic or automated services for the access to the resources of the system “Inforino”, collecting information, which is placed in the system “Inforino”
- 5.3. Carry out the propaganda or agitation, which will lead to social, racial, national or religious hatred and enmity, war propaganda, social, racial, national, religious or linguistic supremacy.
- 5.4. Placing in the system “Inforino” or distributing through the services, which are provided by the system “Inforino” restricted information (confidential information, which includes government, bank, tax and trade secrets).
- 5.5. Placing in the system “Inforino” copies, which are protected by the law, the results of intellectual activity with the absence of the Users exclusive or non-exclusive rights.
- 5.6. Placing in the system “Inforino” with open access or sending via personal text messages, images or other materials, the content of which is offensive to another User or person or may be regarded as such, also messages, images and another materials, which can discredit the User or another person, include threatening, violence, criminal violations, antisocial, immoral and commit and act, which are in the contrary with the principles of the morality and public order.

- 5.7. Placing in the system “Inforino” messages, graphical images and other materials that would cause or may cause damage to the honor, dignity and business reputation of an individual or business reputation of legal entities.
- 5.8. Placing in the system “Inforino” messages, which contain obscene words or expressions
- 5.9. Placing in the system “Inforino” materials of pornographic context or hyperlinks to the websites and other resources containing such context.
- 5.10. Placing in the system “Inforino” personal information, including contact information of other Users or another person without prior agreement with the User/person.
- 5.11. Placing in the system “Inforino” pictures of other people without their prior agreement, except in case provided by law.
- 5.12. Specifying during registration or entering knowingly false or fictional information about the user, services, somebody else’s names or fictional names, products, services, names, surnames, postal and e-mail addresses, telephone and fax numbers and other contact information and details.
- 5.13. Placing in the system “Inforino” as their own service, services of the third legal persons or enterprises , photos, pictures of other individuals or fictional characters, images of animals, abstract images and any other graphical images, which are not promoting the material and trademarks.
- 5.14. Registering an account for a group of natural person
- 5.15. Registering more than 1 account for the same person
- 5.16. Placing in the system “Inforino” in the public domain, transfer via personal messages without prior agreement of Administration or without using paid advertising services of text messages, graphical pictures or another materials, which contain advertising.
- 5.17. Carry out activities which are aimed at destabilizing the functionality of the system “Inforino” to attempt and unauthorized access to the system “Inforino” or its closed sections (sections, which are allowed only for Administration) and

perform any other actions, which can be counted as “network attack”, “virus attack” and “hacking into the system”.

5.18. Use the system “Inforino” for any commercial purpose, without prior agreement of the sides, without prior permission of Administration or the system Owner or bypassing the registration process.

## 6. The rights and obligations of the User

6.1. User is able to place information in the system “Inforino” about their legal entity, of themselves and to use by the terms of this Agreement any available service.

6.2. User agrees not to violate the terms and conditions, which are stated in the 5<sup>th</sup> section of this agreement.

6.3. User is able to correct, change or delete the information, which is placed by the User in the system “Inforino”

6.4. User of the system “Inforino” agrees, that he doesn’t oppose the possibility of sending to the User messages, which contain advertising as well as displaying the advertising messages and/or graphical images of advertising manner of third parties in all parts of the system, as well as the transition between the services of the system.

## 7. The rights and obligations of the Administration

7.1. Administration of the system “Inforino” provides the control of the current system “Inforino”, determines the composition of the services of the system “Inforino”, its structure and design, allows and limits the access to the system “Inforino” and provides other rights, which belong to the Administration.

7.2. Administration of the system “Inforino” solves the questions related to the commercial use of the system “inforino”, in particular questions about the possibility of advertising in a non-standard way in the system “Inforino” and participating in partnership programs and so on.

7.3. In case of breaking the Users rules, which are established in the agreement, Administration is able to suspend or block the access of the User to the system or

its individual parts for an indefinite amount of time and in case of repeated violation of the agreement – delete the account of the User

7.4. Administration is able, but not obligated to control the messages, photos and other materials posted by the users of the system “Inforino”

7.5. Administration does not take part in the resolving of disputed and conflicts that arise between Users, but has the rights to block the access of the Users to the system in case of receiving complaints about the inappropriate behavior of the Users in the system “inforino”

## 8. Warranties and responsibilities of the sides

8.1. Users ensures that by placing in the system “Inforino” or sending information via personal messages, copies of legally protected results of intellectual activities, as well as other materials, user doesn’t violate anyone’s rights and legitimate interests.

8.2. Users ensures that they will take appropriate steps to ensure the confidentiality of the accounts information, which is used for authenticating in the system “Inforino” and preventing the possibility of authorization of other persons using the users login and password.

8.3. Administration of the system “inforino” guarantees the privacy of the correspondence of the Users via personal messages.

8.4. The owner of the system “inforino” and Administration of the system ensure to make all reasonable efforts to maintain system “inforino” in working condition, but does not guarantees uninterrupted operation of the system “Inforino” and do not bear responsibility for ensuring its continuous operation.

8.5. In case of violation of the agreement Administration of the system can block or temporally disable the access of the User to the system or it certain parts. The access can be granted by the written request of the User to the Administration, and the restoring will be considered afterwards.

8.6. In case of multiple or harsh violation of the agreement, the account of the User and all information, images and messages can be deleted.

8.7. Except the cases provided by law, Owner and/or the Administration of the system “Inforino” are not responsible for any losses, which are by any reason related to the technical failure of the hardware or software of the system or for losses, which occurred during irrelevant using of hardware or software.

9. Administration of the system “Inforino” strongly recommends

9.1. In case of access to the system “Inforino” via computer, which is also used or can be used by somebody else it is recommended not to save your password in the browser.

9.2. In all cases take the necessary measures to ensure the confidentiality of your account information, which is used for the access to the system “Inforino”.

9.3. Do not place in the system “Inforino” any material if you are not sure, that the use doesn’t violate anyone’s rights.

9.4. Do not place in the system “Inforino” information if you are not sure, that the information is publicly available and is not classified as restricted information by the legislation of the Russian federation.

9.5. Do not place in the system “inforino” photos, where there are someone else’s faces, without prior agreement with the person, except the cases, where in accordance with the law such consent is not required (the photo was taken in a public place, which has public access or public event (meeting, congress, conferences, concerts, shows, sport events or any other similar event), except the cases, when such image is the main object of use, another person was paid to take the picture.)

9.6. In case of someone from users making a move against you or your organization, which you consider obscene – do not enter the conflict with the person and contact the Administration of the system “Inforino”

10. Warning about possible legal liability

10.1. Administration of the system “Inforino” alerts the user that the violation of privacy, disclosure the information – committing acts that result information, access to which is restricted by law (state, official, commercial secret, various

trade secrets etc) becomes know to unauthorized third party persons without the agreement of the owner, as well as for the illegal use of the intellectual property (work of science, literature, art, computer programs and databases, sound tracks etc), including placing the copies or parts into the internet, the legislation of the Russian federation establishes civil, administrative and criminal liability.

10.2. Legal liability (including criminal) is also for inciting of hatred or hostility, humiliation of honor or dignity of the person or group of persons on any grounds, insult, abuse, violence against citizens, committing illegal acts, for unauthorized access to the information on the computer.

## 11. Requirements for the content of advertising materials

11.1. Advertising materials must match the requirements of the current legislation of the Russian Federation, advertising is not accept if:

11.1.1. Use of obscene language, offensive images, comparisons based on the sex, race, nationality, profession, social categories, age, religious symbols, the official state symbols.

11.1.2. It is unfair and unreliable, to mislead the consumer, including:

- It contains inaccurate information about the product/service
- Contains the standard elements of users graphical interface, which doesn't have the needed functional possibilities directly in the advertising material and/or elements of the design of the page "Inforino"
- Doesn't give the clear information about the source of the information, which is in the advertising material

11.1.3. Encourage people to commit illegal acts and/or calls for violence and cruelty

11.1.4. Is an advertisement of the product, advertising to which is illegal and prohibited by this method or at this time or this place.

- 11.1.5. Is connected to a tragic event, in particular advertisement which contain following key words: “act of terrorism, murder, death, funeral, fire, explosion..”
- 11.2. Text of the advertisements must be written in Russian language (for Russian federation)
- 11.3. It is possible to use another language together with Russian in case that the foreign text is identical in content and design to the Russian text.
- 11.4. Cost must be specified in rubles (for Russian federation), and in case of need it is possible to add foreign currency.
- 11.5. Advertisement must match the content of the page, to which advertisement refers. For example: if the advertisement states that there is a discount, the advertising link should go to the page of the site, where the discount is clearly specified.
- 11.6. Advertisement of the news sources containing information about news article, which is published on the website, must lead directly to the page, where the article is written. The text must match the meaning and the content of the news headline of the article. In case where the text might lead to misunderstanding or contains a provocative statement, the system Administration has the right to demand a full similarity to the title of the article.
- 11.7. The administration has the rights to reject any advertising material without explanation and also stop providing the advertisement services in case, if advertisement is inconsistent with the requirements.