

## Terms and Conditions Agreement

This Terms and Conditions Agreement (hereinafter referred to as the Agreement) is concluded between Digital EcoSystems LLC (hereinafter referred to as the Licensor) and the Internet User (any individual, individual entrepreneur, legal entity) (hereinafter referred to as the User) Computer Programs in the form of a Neutral Multimodal network – Internet resource maxmodal.com (hereinafter – MAXMODAL). MAXMODAL is available on the Internet at <https://maxmodal.com/>, and is a computer program in the form of a community of individuals, legal entities or individual entrepreneurs engaged in professional activities related to cargo transportation, representing or using all kinds of services in this area, or related fields of activity, as well as any other individuals who are interested in this subject.

Before using MAXMODAL and its software, read carefully the terms of this Agreement. From the moment the User begins to use MAXMODAL/ its particular functions, or has completed the registration, the Agreement enters into force, and the User is considered to have fully accepted the terms of the Agreement, as well as the terms of all the documents listed below, without any reservations or exceptions. If you do not agree with the terms of this Agreement, you cannot use MAXMODAL.

The following terms and definitions are used in this Agreement:

**User** – a person (individual, legal entity or individual entrepreneur) who has accepted this Agreement, registered on MAXMODAL in accordance with the procedure established by the MAXMODAL Administration, who has reached the minimum age in accordance with the legislation of the Russian Federation for the acceptance of the Terms and Conditions and its constituent documents (for individuals), and who has the appropriate authority.

**User profile** – account of a user/an individual.

**Corporate profile** – account (profile) of the legal entity or individual entrepreneur.

**Licensor (or Administration)** - Limited Liability Company Digital EcoSystems, a legal entity created in accordance with the legislation of the Russian Federation, registered at the address: 123001, Moscow, st. Bolshaya Sadovaya, house 5, building 1, office 2012, with the appropriate authority to grant the User the right to use MAXMODAL.

**Content** – posts published on MAXMODAL, including design elements, text, graphics, illustrations, videos, scripts, programs and other subjects, and their compilations.

Other terms, definitions and phrases used in this Agreement have been defined and are subject to interpretation in accordance with the provisions of this Agreement, the established practice of using these terms, definitions and phrases adopted in the field of Internet technologies, as well as in accordance with the current legislation of the Russian Federation.

### 1. Terms and Conditions status

This Agreement has been developed by the Administration and determines the conditions for the use and development of MAXMODAL, as well as the rights and obligations of its Users and the Administration. This Agreement also applies to relations regarding the rights and interests of third parties that are not MAXMODAL Users, but whose rights and interests may be affected by the actions of MAXMODAL Users.

This Agreement is a legally binding agreement between the User and the Administration, the subject of which is the provision of the use of MAXMODAL and its services (hereinafter referred to as the Services) to the User by the Administration. In addition to this Agreement, the Terms and Conditions agreement includes all particular documents governing the provision of individual services or parts of the MAXMODAL functionality, posted in the relevant sections of MAXMODAL on the Internet.

The user is obliged to fully familiarize himself with this Terms and Conditions Agreement before registering on MAXMODAL. User registration on MAXMODAL means full and unconditional acceptance by the User of this Agreement in accordance with Article 438 of the Civil Code of the Russian Federation.

This Agreement may be amended and / or supplemented by the Administration unilaterally without any special notice. This Agreement is a transparent and public document. The current version of the Agreement can be found on the Internet at <https://maxmodal.com/en/agreement/agreementEN.pdf>.

The administration recommends that Users regularly check the terms of this Agreement for changes and / or additions. If the User continues using MAXMODAL after the changes and/or additions have been made, it automatically implies the acceptance and compliance of the User with these changes and / or additions.

By using MAXMODAL, the User agrees that the following documents are integral parts of this Agreement:

Privacy Policy posted on the Internet at <https://maxmodal.com/en/privacy/privacyEN.pdf>.

General Terms of Use posted on the Internet at <https://maxmodal.com/en/rules/rulesEN.pdf>.

These documents (including any of their parts) can be changed by the Administration unilaterally without any special notice. The new version of the documents comes into force from the moment they are published on MAXMODAL, unless otherwise specified in the new version of the documents.

In the event of a contradiction between the norms of this Agreement and individual documents that are its integral parts, the latter prevail.

The law of the Russian Federation shall apply to this Agreement and all relations associated with the use of the Program, and any claims or claims arising from this Agreement or the use of MAXMODAL must be filed and considered in court at the location of the Licensor, and be subject to the mandatory pre-trial dispute resolution procedure.

## **2. Status of MAXMODAL**

**2.1.** MAXMODAL is an Internet resource and a storage of information and computer programs contained in the information system that ensures the availability of such information on the Internet at the network address <https://maxmodal.com>

**2.2.** All rights to MAXMODAL and its network address (domain name) <https://maxmodal.com/> belong to the Administration. The latter provides access to MAXMODAL to all interested parties in accordance with this Agreement and the current legislation of the Russian Federation.

**2.3.** This Agreement establishes the conditions under which the rights to use information and results of intellectual activity (including but not limited to literary, musical, audiovisual works and phonograms, graphics and design, photographic works, computer programs) as part of individual sections of MAXMODAL, may belong to MAXMODAL Users and other persons who have independently created and / or placed these objects on MAXMODAL without the direct participation of the Administration.

**2.4.** The administration is not responsible for any direct or indirect consequences of any use or inability to use MAXMODAL and / or damage caused to the User and / or third parties as a result of any use, non-use of MAXMODAL or its individual components and / or functions due to possible errors or malfunctions in the work of MAXMODAL.

## **3. MAXMODAL Administration**

**3.1.** Appeals, suggestions, claims and other inquiries of Users to the Administration related to this Agreement or the work of MAXMODAL, as well as inquiries from authorized state bodies, can be sent to the postal address of Digital EcoSystems LLC specified in the preamble of this Agreement, or to the email address [compliance@maxmodal.com](mailto:compliance@maxmodal.com).

**3.2.** Regarding the functionality and development of MAXMODAL, the Administration operates under the legislation of the Russian Federation, this Agreement and other special documents that have been developed or may be developed by the Administration and presented

the Users in order to regulate the provision of individual services or parts of the MAXMODAL functionality.

**3.3.** None of the provisions in this Agreement grants the User the right to use the brand name, trademarks, domain names and other distinctive marks of the Administration. The right to use the brand name, trademarks, domain names and other distinctive marks of MAXMODAL can be granted only the Administration in the written form.

#### **4. User registration on MAXMODAL**

**4.1.** In order to use MAXMODAL, the user agrees to provide accurate and complete information about himself in the sections of the Registration Form and in the Personal Account, and to keep this information up to date. The user has the right not to provide information about himself, indicated by the Administration as optional. If the User decides to provide optional information about himself, such information must be accurate and complete. If the user provides inaccurate / incomplete information or the Administration has serious grounds to believe that the information provided by the user is unreliable or incomplete, the Administration has the right, at its discretion to:

**4.1.1.** restrict such User from some functionality and / or services of MAXMODAL.

**4.1.2.** block the account of such User.

**4.1.3.** delete the account of such User.

**4.2.** In the case of creating a corporate profile of the company, the User is obliged to provide documents confirming the legal status of the User, allowing him to act on behalf of this legal entity / individual entrepreneur to register on MAXMODAL upon the request of the Administration.

**4.3.** The administration reserves the right to demand confirmation of the data specified in the account from the User at any time and in this regard, to request supporting documents, failure to provide which may be considered as the provision of inaccurate / incomplete information and entail corresponding consequences.

**4.4.** By registering on MAXMODAL, the User accepts this Agreement and confirms his consent to the processing of his personal data, other personal information provided during registration, as well as posted by the User voluntarily in his account, by the Administration. The processing of the User's personal data is carried out in accordance with the MAXMODAL Privacy Policy and the current legislation of the Russian Federation.

**4.5.** By creating a corporate account (company profile) of any legal entity or individual entrepreneur, the User guarantees that he has all the necessary authority and permissions to act on behalf of this legal entity or individual entrepreneur and acts in accordance with the internal local regulations of this company or individual entrepreneur. The User who created the profile of the legal entity and / or is the administrator of the corporate profile of the company bears full legal responsibility in the event of claims from this legal entity or individual entrepreneur about violation of official, commercial or other confidential information, copyright and other intellectual rights, and internal local regulatory acts of this legal entity or individual entrepreneur. The user who is the administrator of the corporate account is fully responsible in case of claims for the dissemination of compromising or inaccurate data, unfair advertising on behalf of a legal entity or individual entrepreneur, and is responsible for the actions of corporate users on MAXMODAL acting on behalf of this company.

#### **5.5. Financial Relations**

**5.1.** MAXMODAL is entitled to contain paid functions and / or services.

**5.2.** The provision of access to paid functions and / or services is governed by this Agreement and separate documents that are its integral parts, as well as by the legislation of the Russian Federation.

**5.3.** As part of the provision of individual services, the Administration is entitled to provide the right to make deals among Users in the order described in separate regulations for using the service.

**5.4.** In the event of disputable situations, the Administration has the right to take on the role of a mediator among Users.

## **6. Terms of Intellectual Property and Other Rights**

**6.1.** The rights to Content published on MAXMODAL are exclusive.

**6.1.1.** All Content is subject to the exclusive rights of the Administration, MAXMODAL Users who posted this content and other copyright holders.

**6.1.2.** Except for the cases underlined in this Agreement and the current legislation of the Russian Federation, no Content can be copied (reproduced), processed, distributed, framed, published, downloaded, transmitted, sold or otherwise used as a whole or in part without prior permission of the copyright holder, unless the copyright holder has explicitly expressed his consent to use of his Content by any individual.

**6.1.3.** The administration has the right to download, process and otherwise use the public Content of the Users in order to improve the functionality / services of MAXMODAL.

**6.1.4.** The use the Content, access to which is obtained exclusively for personal non-commercial intention, is allowed if all credits of authorship (copyrights) or other notices of authorship are provided, and the author's name and the work are unchanged.

**6.1.5.** Besides posting his own Content, the User does not have the right to upload or otherwise make public (publish on MAXMODAL) the Content of other Internet resources, databases and other results of intellectual activity in the absence of the explicit consent of the copyright holder to such actions.

**6.1.6.** Any use of MAXMODAL or the Content, different from the one permitted in this Agreement, without the prior written consent of the copyright holder, is strictly prohibited.

**6.1.7.** Unless otherwise explicitly stated in this Agreement, nothing in this Agreement can be considered as a transfer of exclusive rights to publishing of the Content.

**6.2.** The administration is entitled, but not obliged, to review MAXMODAL for prohibited Content and may remove or move (without warning) any Content or Users at its sole discretion, for any reason or no reason. This includes the movement or removal of Content that, according to the Administration, violates this Agreement, particular documents that are integral parts of this Agreement, the legislation of the Russian Federation and / or may violate the rights, harm or threaten the safety of other Users or third parties, without any restrictions.

**6.3.** Internet Resources and Third-party Content.

**6.3.1.** MAXMODAL contains (or may contain) links to other Internet resources (Internet resources of third parties) as well as articles, photographs, illustrations, graphics, information, applications, programs and other Content owned or originated from third parties (Third-party Content), which is the result of intellectual activity and is protected in accordance with the legislation of the Russian Federation.

**6.3.2.** The aforementioned third parties and their Content are not checked for compliance with the requirements (credibility, completeness, integrity, etc.) by the Administration. The administration is not responsible for any information posted on the Internet resources of third parties to which the User gains access via MAXMODAL or through the Content of other Users, including, but not limited to, any opinions or statements expressed on the Internet resources of third parties or in their Content.

**6.3.3.** Links or guides for downloading files and/or installing third-party programs posted on MAXMODAL do not mean Administration's support or approval of them.

**6.3.4.** A link to any Internet resource, product, service, any information of a commercial or non-commercial kind posted on MAXMODAL is not an endorsement or recommendation of these products (services) by the Administration.

**6.3.5.** If the User decides to leave MAXMODAL and go to a third-party Internet resource or use / install third-party programs, he does so at his own risk and from that moment, this Agreement no longer applies to the User in terms of using third-party Internet resources/programs.

In further actions, the User must be guided by the applicable rules and policies, including the business customs, of those individuals whose Internet resource/program he intends to use.

## **7. Responsibility of Users and Administration**

**7.1.** In case of doubts about the legality of the use the MAXMODAL User, the Administration has the right without prior notice to the User, at any time, and at its own discretion to make one of the decisions provided in clause 4.1. of the present Agreement.

**7.2.** If there is information about the use of the User's (User's employees) account information for the sake of gaining access to MAXMODAL, its particular functions / services, by other MAXMODAL Users, the Administration has the right at any time and without prior notice at its discretion to make one of the decisions provided in clause 4.1. of the present agreement.

**7.3.** The user is personally responsible for any Content or other information that he makes available to the public (publishes) or that has been posted with his assistance on MAXMODAL. The user does not have the right to upload, transfer or publish Content on MAXMODAL if he does not have the appropriate rights, acquired or transferred to him in accordance with the legislation of the Russian Federation, to perform such actions.

**7.4.** When publishing Content on MAXMODAL, the User is obliged to proceed from the principle of integrity, e.g. do not publish Content that violates the legislation of the Russian Federation and MAXMODAL rules, the principles of morality and ethics, that causes any harm to the Administration, Users or third parties, or contains political agitation or extremist statements, as well as advertises goods / jobs / services not related to the MAXMODAL theme.

**7.5.** Data provided by Users with a corporate account for general Users cannot be considered a trade secret due to its distribution to an unrestricted number of people.

**7.6.** Data provided by Users with a corporate account for a restricted number of Users can be considered a trade secret. When providing such data via MAXMODAL, the owner of such data independently determines his recipients, as well as the methods of protecting such data provided on MAXMODAL.

**7.7.** The Administration is not legally responsible for the disclosure of data containing the User's commercial secrets, that results from the actions/or inaction of the recipient of such information and/or illegal actions of third parties, as well as for the interaction of Users, if such interaction is not regulated by this Agreement and the terms of use of individual services.

*Last modified: August 03, 2021*