



Model Editor. Terms of Use

1. Subject of the User Agreement

1.1 This User Agreement (hereinafter referred to as the Agreement) is a legally binding contract between the Contractor and the User and regulates the use of the Software specified in clause 2.1 of this Agreement. The current version of the User Agreement is available on the Internet at <https://vr-arsoft.com/products/model-editor/>. The User familiarizes himself with all subsequent versions of the User Agreement and has no right to refer to the fact of lack of familiarization with the provisions of the updated Agreement as a reason for refusal to comply with its provisions, if the Executor provided access to familiarization with the provisions of the Agreement. Continued use of the Software by the User after changes and (or) additions to this Agreement means acceptance and agreement of the User with all such changes and (or) additions. This Agreement does not grant the User any ownership rights to the Software and its components.

1.2 The Agreement comes into force from the moment the User expresses his consent to its terms by marking a mark in the familiarization form displayed on the User's output means at the first use of the Software and sent to the Executor's server, and is valid during the whole time of provision and use of the Software, and in terms of confidentiality obligations - also during 10 (ten) years from the date of termination of the Agreement.

1.3 Nothing in this Agreement grants the User the right to use the trade name, trademarks, domain names and/or results of intellectual activity used in the Software, except for the cases when such use is allowed with the prior written consent of the Executor obtained by the User.

1.4 The User is aware that for the correct operation of the Software it is necessary for the equipment on which the Software is used to have access to the Internet. The User confirms that he has such access.

2 Basic Concepts

2.1 Software (Software) - a computer program Model Editor, including its components, which is a set of data and commands presented in an objective form, including source code, code, database, audiovisual works, included by the Contractor in the program, as well as any documentation on its use.

2.2 User - a person who has passed the Registration Procedure and/or uses the Software in any form. Any person who uses the Software and/or has completed the Registration Procedure automatically confirms that he/she fully agrees with the provisions of the User Agreement and that the requirements set forth in the User Agreement are applicable to him/her.

2.3 Registration Procedure (Registration) - a set of actions of the User using the Software services, expressed in filling in the registration form, expressing consent to the User Agreement and providing the Contractor with personal data to obtain an individual login and password for using the Software. The User is responsible for the reliability, relevance, completeness and compliance with the legislation of the Russian Federation of the information provided during registration, freedom from claims of third parties in relation to such information, and also expresses his consent to the processing of the provided personal data on the terms and in the manner provided by this Agreement.

3 Limitation of the Executor's liability

3.1 The Executor is not responsible for the fact that the registered User(s) is (are) really the person(s) they claim to be, and is not responsible for possible damage caused to third parties, including as a result of the User's actions during the direct use of the Software.



3.2 The User is notified and agrees that he/she has no right to make claims against the Provider in case of not indicating his/her personal data during registration, or indicating personal data that do not correspond to the actual data, including indicating irrelevant, distorted or incomplete personal data.

3.3 Under no circumstances the Executor shall be liable to the User or any third parties for any direct, indirect, unintentional damage, including loss of profit or lost data, damage to honor, dignity or business reputation, caused in connection with the use of the Software or the results of intellectual activity obtained through the use of the Software.

3.4 The Contractor shall not be liable to the User or any third parties for:

- for the Users' difficulties in accessing the Software or separate components of the Software, unless otherwise provided by a separate written agreement of the parties;
- for the actions of transfer systems, banks, payment systems, payment agents and for delays related to their work;
- for technical decisions made by the User;
- for delays or failures in the process of making transactions using the Software, resulting from force majeure, any failure of telecommunication, computer, electrical and other related systems, as well as any illegal actions of the User or third parties;
- for any failures and malfunctions in the Software operation, which are a consequence of non-compliance of the equipment (including the computer), on which the Software is operated, with the minimum technical requirements of the Contractor.

3.5 The Software, including all scripts, applications, content and design, is provided on an "as is" basis. The Contractor does not guarantee that all functionalities of the Software will meet the User's expectations and can be applicable for the User's specific purpose. The User confirms that he has familiarized himself in advance with the Software provided by the Contractor to the necessary and sufficient extent. The User also disclaims all warranties that the Software may or may not be suitable for the User's particular purpose. The Contractor cannot guarantee and does not promise any specific results from the use of the Software.

4 The Contractor shall have the right to:

4.1 Modify at any time the interface of the Software, the list of additional services and/or program modules, modify or supplement the scripts, source code, databases and other objects used and included in the Software;

4.2 Introduce restrictions (including prohibition) on the use of certain User names when registering/using the Software, as well as set requirements for the User name and password (length, allowable characters, etc.);

4.2 If necessary, send e-mail messages to Users regarding the use of the Software, as well as advertising messages. To embed advertising information into the elements of the Software interface;

4.3. change the amount of the Software usage fee. Changes in the price will not apply to the Users who have already paid for the services for the calendar period. The Executor sends a letter about the change of the cost of services to the User's e-mail address specified during the registration procedure. If there is a written agreement between the Executor and a particular User, which defines an individual tariff plan depending on the volume of services provided by the Executor, the cost of services can be changed only by agreement of the parties;

4.4 Stop providing the application and/or updates to it at any time, without prior notice to the User. In this case, the paid funds shall be refunded only to the extent of payment for the software usage services, which the Executor should have provided after the actual termination of the application provision. If the User has violated the provisions of this User Agreement in any way, no refund shall be made;



4.5 Collect information about the facts of the User's authorization and the User's exit from the provided Software. The Contractor may use technologies of identification of Users, including the use of cookies. In this case, such identification, as a rule, has a non-personalized and generalized character, the Executor does not track the actions of individual Users and does not transfer information about them. Nevertheless, this information may be provided to authorized state bodies in accordance with the current legislation of the Russian Federation. The User, using the functionality of the Software, agrees that the User's information may be transferred to the Executor's partners solely for the purpose of ensuring the provision of services ordered by the User, provided jointly with these partners, and solely to the extent necessary for the proper provision of these services;

4.6. to change or supplement this User Agreement unilaterally without any special notice.

5. The User has the right to:

5.1 Contact the Provider in order to resolve disputes;

5.2. Request and receive from the Executor the necessary technical support of the Software, provided that all the services of the Executor are paid for.

6. The User is obliged to:

6.1 Take appropriate measures to ensure the safety of personal login and password for access to the Software, not to transfer his login and password to third parties, independently choosing the way of their storage;

6.2 Promptly notify the Executor in case of detection by the User of the fact of unauthorized access to the login and password and/or personal data of the User provided to the Executor, or distribution of the login and password about such fact or distribution;

6.3 Regularly familiarize with the content of this Agreement in order to timely familiarize with its changes;

6.4 Be fully responsible for any actions performed by the User using the Software, as well as for any consequences that could or have resulted from such use;

6.5 If the Executor discovers that the User has violated this Agreement, the legislation of the Russian Federation, the provisions of other written agreements between the Executor and the User, the Executor has the right to block the User's access to the Software. The paid money shall not be returned to the User, and any costs of the User in such case shall not be reimbursed;

6.6 Do not place in the Software information and objects (including links to them) that may violate the rights and interests of other persons or if such in any way contradicts the provisions of the laws of the Russian Federation.

7. Restrictions in using the Software

7.1 The User may not use the Software in any way if such use contradicts or results in violation of this Agreement, the License Agreement or the laws of the Russian Federation.

7.2 The User agrees not to use the Software for:

-downloading, sending, transmitting or any other way of publishing materials that are illegal, malicious, threatening, morally offensive, defamatory, violating copyright and other intellectual property rights, promoting hatred and/or discrimination of people on racial, ethnic, sexual, social grounds, as well as violating the accepted norms and ethics of communication on the Internet, or hindering the work of other Users;

-Violating the rights of minors and/or causing them any form of harm, including moral harm;

-infringement of the rights of various minorities;

-Impersonating another person or representative of an organization and/or community, as well as misrepresentation;



- uploading, sending, transmitting or in any other way publishing material that the User is not authorized to make available by law or under any agreements with third parties;
- uploading, sending, transmitting or any other way of publishing materials that violate any third party rights, including the right to trademarks (service marks), trade secrets, and/or to violate any other intellectual property rights of third parties;
- downloading, sending, transmitting or any other way of publishing advertising information not specifically authorized, including mass, unauthorized and/or not expected by the recipients, not requested mailings of advertising nature, including mailings with a large number of repetitions to one mailing address ("Spam"), as well as repeated sending of letters to one addressee, not agreed with him;
- downloading, sending, transmitting or in any other way publishing any material containing viruses or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs, to provide unauthorized access to computer systems, equipment or data of third parties, as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means of accessing computer systems, equipment or data of third parties, as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means of accessing computer systems, equipment or data of third parties.
- Violation of any norms of applicable Russian and/or international laws, as well as the laws of foreign countries;
- collecting and storing personal data of third parties;
- sending e-mails containing text, photo and video materials of pornographic nature, as well as posting the said materials;
- Disrupting the normal operation of the Software by using pop-up windows;
- placing links to Internet resources, the content of which contradicts the current legislation of the Russian Federation.

7.3 Except for the cases established by this User Agreement, concluded agreements between the Parties, as well as the current legislation of the Russian Federation, no materials may be copied (reproduced), processed, distributed, displayed, published, downloaded, transferred, sold or otherwise used in whole or in part without the prior permission of the Executor or the relevant right holder, except for the cases when the right holder has expressly expressed its consent to its use.

8. Necessary requirements to the User's equipment for normal use of the Software

8.1 The User's equipment must have the following minimum system requirements for correct operation of the Software:

- Personal computer x64 bit;
- Operative memory not less than 2 GB;
- Free space on the hard disk not less than 200 Mb;
- Graphic adapter VGA with video memory of 1 GB;
- Windows operating system starting from version 10.

9. Rights to the results of intellectual activity obtained by using the Software

9.1 All used results of the Contractor's intellectual activity, as well as the Software itself, are the intellectual property of their legal owners and are protected by the intellectual property legislation of Russia, as well as by the relevant international legal conventions. The User shall not copy, distribute the Program and its components in any form, including in the form of source code, in any way, including renting, rent-free use or lease, modify, decompile, disassemble the source code of the Software, reverse engineer or otherwise affect the source code of the Software, except as otherwise provided by a written agreement between the right holder and the User.



9.2 No information included in the Software that is intellectual property may be copied (reproduced), processed, distributed, framed, published, downloaded, transmitted, sold or otherwise used in whole or in part without prior permission of the copyright holder, unless the copyright holder has expressly agreed to the free use of the material by any person, except as provided for in this Agreement and the applicable laws of the Republic of Kazakhstan.

9.3 The use of information that is the intellectual property of the Contractor, to which the User has access exclusively for personal non-commercial use, is allowed only with the written permission of the right holder, provided that all signs of authorship (copyright) or other notices of authorship are preserved, the author's name is kept unchanged, the work is preserved unchanged.

9.4 All materials, the rights to which belong to the Executor, can be reproduced in any mass media, on the Internet servers or on any other media without any restrictions on the volume and terms of publication with the prior written permission of the Executor. This authorization applies equally to newspapers, magazines, radio stations, TV channels, websites and Internet pages. In case of reprinting and retransmission, a direct reference to the original source is a prerequisite.

9.5 For Internet resources, a mandatory condition for posting materials and products created in the Software is to place an indication of the Software in which the material was created and an indication of the Software copyright holder at the end of the material.

9.6 When reproducing materials it is not allowed to rework their original text. Reduction or rearrangement of parts of the material is allowed, but only to the extent that it does not distort its meaning.

9.7 The User may not under any circumstances remove or make invisible the information and data on copyrights, trademarks, service marks, patents indicated in the Software.

10. Final provisions

10.1 The User's consent to the terms and conditions of this User Agreement (acceptance) is deemed to be the actual use of the Software, its services, as well as marking a mark in a special form when going through the Registration Procedure. In case of disagreement with this User Agreement, the person undertakes to immediately stop using the Software and its services.

10.2 Unless the User proves otherwise, any actions performed using his/her login and password shall be deemed to have been performed by the respective User.

10.3. The User and the Contractor recognize as acceptable the method of exchange of legally significant messages by sending e-mail to the address:

10.3.1. specified by the User when going through the registration procedure;

10.3.2. specified by the Executor on the official website of the Executor in the Internet. At present the official mailbox of the Executor is located at info@avrsoft.ru.

10.4 Recognition by the court of any provision of the User Agreement as invalid or unenforceable does not entail invalidity of other provisions of the User Agreement.

10.5 The User and the Executor will try to resolve all disputes and disagreements arising between them through negotiations, including via e-mail exchange. In case of impossibility to resolve disputes and disagreements through negotiations, they shall be considered in the appropriate court at the location of the Contractor.