

## **User Agreement AR SOFT**

## 1. General Provisions

Limited Liability Company "AR SOFT", hereinafter referred to as "Contractor", represented by Director Andrey Alekseevich Savelyev acting on the basis of the Charter, publishes this contract-offer for the provision of services (hereinafter referred to as "User Agreement") to individuals and legal entities, hereinafter referred to as "User". The Agreement is a public contract-offer (offer) in accordance with the provisions of Article 435 and paragraph 2 of Article 437 of the Civil Code of the Russian Federation. Proper acceptance of this offer in accordance with Article 438 of the Civil Code of the Russian Federation, including the sending of the User of the site registration form on the site with a mark of agreement with the provisions of this User Agreement. Registration on the site in the absence of a stamped mark of agreement with the provisions of this User Agreement is impossible.

## 2. Subject of the User Agreement

2.1 This User Agreement (hereinafter referred to as the Agreement) is a legally binding public contract-offer between the Contractor and the User and regulates the use of the site https://vr-arsoft.com/. The User is a person who has duly acceded to this Agreement. This User Agreement is an open and publicly available document. The current version of the User Agreement is available on the Internet at <a href="https://vr-arsoft.com/">https://vr-arsoft.com/</a>.

2.2 The text of the Agreement is also displayed to the User when registering at https://vr-arsoft.com/ (hereinafter referred to as the Site). The Agreement comes into force from the moment the User expresses consent to its terms and conditions by registering and is valid throughout the provision and use of services.

2.3 The Site provides services to the User in accordance with the selected tariff plan (information about tariff plans and additional services is available on the Site, an individual tariff plan depending on the volume of services provided can also be provided by an additional agreement between the Contractor and a particular User).

3 Basic concepts

3.1 The Site is a set of graphic and information materials, as well as computer programs and databases, united by a single theme, design and a single address space of the domain https://vr-arsoft.com/ The start page of the Site is placed in the Internet at https://vr-arsoft.com/.

3.2 User of the Website (User) - a person who has passed the Registration Procedure and received an individual login and/or password, For the purposes of the User Agreement, the User is also understood as a person who has not passed the Registration Procedure, but has access to the Website and/or uses and/or has used it. Any person accessing the Site 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.

3.3 Registration procedure (Registration) - a set of actions of the User using the services of the Site, expressed in filling out the registration form on the Site, expressing consent to the User Agreement and providing personal data for obtaining an individual login and password on the Site.

4 Limitation of the Executor's liability

4.1 The Executor makes every possible effort to exclude from the Site careless, inaccurate, offensive, untrue or knowingly incomplete information, but ultimately the responsibility for it lies with the persons who posted it.

4.2 The Executor is not responsible for the fact that the registered users are really the people they claim to be and is not liable for possible damage caused to third parties, including as a result of users' actions during the direct use of the Site.



4.3 The User is notified and agrees that he/she has no right to make claims to the Executor in case of not indicating his/her personal data during registration, or indicating personal data that do not correspond to the actual data, including indication of irrelevant or incomplete personal data. With the full list of personal data received by the Executor the User can familiarize himself in the Policy of personal data processing, placed on the Site in free access.

4.4 Under no circumstances the Executor shall be liable to the User or any third parties for any direct, indirect, unintentional damage, including lost profits or lost data, damage to honor, dignity or business reputation, caused in connection with the use of the Site or the results of intellectual activity posted on the Site.

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

- User's actions on the Website;

- for the content and legality, reliability of the information used/received by the User on the Site;

- for the accuracy of the advertising information used/received by the User on the Site and the quality of the goods/works/services advertised therein;

- for the reliability of attributive or parametric information about the equipment and materials of the supplier/manufacturer specified in its catalogs, open databases. Information provided by the Site is of reference and informational nature and when using it should be checked by the User for accuracy;

- for the consequences of application of the information used/received by the User on the Site;

- for any difficulties arising in accessing the Site or certain sections of the Site;

- 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 Site, resulting from force majeure, any failure in telecommunication, computer, electrical and other related systems, as well as any illegal actions of the Users of the Site or third parties.

4.6 In case of third parties' claims to the Executor related to the use of the Website by the User, the User undertakes to settle these claims with the third parties by its own efforts and at its own expense, having protected the Executor from possible losses and proceedings.

5. The Executor has the right:

5.1 At any time change the design of the Site, its content, list of services, change or supplement the scripts, software, databases and other objects used or stored on the Site;

5.2 If necessary, send e-mail messages to Users regarding the use of the Site;

5.3. Modify (moderate) or remove any content that violates this Agreement, as well as suspend, restrict or terminate User's access to all or any of the sections or services of the Site with or without prior notice.

5.4 Change the amount of the cost of the Site services. Changes in the cost will not apply to Users who have already paid for services. Changes in the size of the cost of services are published in the section of the Site, containing information about tariff plans and additional services. In case there is an additional agreement between the Executor and a particular User, which defines an individual tariff plan depending on the volume of services provided by the Executor, changes in the cost of services are possible only by agreement of the parties.

5.5 Change or supplement this User Agreement unilaterally without any special notice. 5.5.

6. The User has the right:

6.1 Contact the Provider in order to resolve disputes;

6.2. To use the information placed on the Site free of charge and without hindrance (except for the cases stipulated by the current legislation of the Russian Federation and this User Agreement).

7. The User undertakes to:



7.1 Take appropriate measures to ensure the safety of personal login and password for access to the Site, not to transfer their login and password to third parties, independently choosing the method of their storage. The User on the hardware and software used by him may allow storing login and password (using cookies) for subsequent automatic authorization on the Site.

7.2 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.

7.3 Regularly familiarize with the content of this Agreement in order to timely familiarize with its changes.

7.4 Be fully responsible for any actions taken by the User using his/her personal account on the Website, as well as for any consequences that could or did result from such use;

7.5. The User, using one or another section of the Site, undertakes to comply with the rules of use of this section of the Site, if any and described in this section.

7.6. Using information from the Site, the User realizes and accepts the risks connected with its possible unreliability, and also with the fact that some information can seem to him threatening, offensive, slanderous, knowingly false, rude, obscene. If this happens, the User must immediately notify the Provider of the presence of such information.

8. This Agreement on the Site prohibits:

8.1 Place any advertising, except for cases agreed with the Executor, as well as within the framework of services of placement of commercial announcements and advertising provided by the Site on the terms agreed separately;

8.2 Place commercial offers, propaganda materials, distribute spam, any other imposition on the Website;

8.3 Post any information that violates the intellectual property rights of users or third parties;

8.4. Harass, harass, insult, intrusively pursue or otherwise maliciously harass any natural or legal person, user of the site;

8.5 Double registration (two or more logins for one User) is prohibited. If such fact is revealed, the Executor reserves the right to block the User's access to the Site.

8.6 Upload, publish and otherwise transmit by using the Site the following information categorized as:

8.6.1. illegal;

8.6.2. offensive to other users and third parties;

8.6.3. vulgar, obscene, pornographic;

8.6.4. of an official nature or not subject to disclosure in accordance with the current legislation of the Russian Federation;

8.6.5. violating the rights of third parties;

8.6.6. of an advertising nature (except for the exceptions provided for in clause 8.1. of this Agreement);

8.6.7. containing threatening, slanderous, defamatory information;

8.6.8. of fraudulent nature;

8.6.9. propagandizing war or inciting racial, religious, ethnic hatred or enmity.

8.7. Upload, publish or otherwise transmit by using the Website any other information violating the human and civil rights protected by law.

8.8 Create interference in the use of the Site to other users, which includes the spread of computer viruses, data corruption, constant sending of repetitive information, simultaneous sending of a large number of requests to the Site in order to deliberately disable the server on which the Site is located, or to stop its stable operation and similar actions that go beyond the normal intended use of the Site, and may intentionally or recklessly lead to failures in its operation.



9. Necessary requirements to the User's equipment for the use of the Site

9.1 For correct work with the Site, the User's equipment shall have the following minimum system requirements:

- Operating system: Windows 10 / Linux / MacOS
- Web browser: with html5 / JavaScript support
- RAM: 4 GB DDR3
- Space on the system partition of the hard disk: at least 1 GB
- Communication channel: 10 Mb/s
- Video card: integrated APU with 512 MB of video memory and support for OpenGL, WebGL 2.0

9.2 The following system requirements for the User's equipment are recommended for comfortable operation:

- Operating System: Windows 10 / Linux / MacOS
- Web browser: Chrome / Edge / Yandex / Opera / Firefox
- RAM: 16 GB DDR4
- Hard disk space: in the system partition 20 GB

- Video card: discrete GPU with 1024 MB of video memory and support for OpenGL, WebGL 3.0 DX12

- Communication channel: 100 Mb/s

10. Rights to the results of intellectual activity posted on the Website

10.1 All the results of intellectual activity used and placed on the Site, as well as the Site itself are the intellectual property of their legal owners and are protected by the intellectual property laws of Russia, as well as relevant international legal conventions.

10.2 No information from the Site being intellectual property may be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in parts, without prior permission of the right holder, except for cases when the right holder has expressly expressed his consent to the free use of the material by any person, except for the cases established by this Agreement, as well as the current legislation of the Russian Federation.

10.3 The use of information from the Site, which is intellectual property, to which the User has gained access exclusively for personal non-commercial use, is allowed provided that all copyright marks (copyrights) or other notices of authorship are retained, the author's name is kept unchanged, the work is preserved unchanged.

10.4 All materials, the rights to which belong to the Executor, can be reproduced in any mass media, on the servers of the Internet 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 link to the original source - the Website https://vr-arsoft.com/ - is a prerequisite.

10.5 For Internet resources, the obligatory condition for any kind of citation is the placement of an active direct hyperlink at the end of the material.

10.6 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.

11. Final Provisions

11.1 This User Agreement is a public offer in accordance with Article 435 of the Civil Code of the Russian Federation. The User's agreement with the terms of this User Agreement (acceptance) is considered to be the actual use of the Site, its services and the results of intellectual activity posted



on it. In case of disagreement with this User Agreement, the person undertakes to immediately stop using the Site, its services and results of intellectual activity posted on the Site.

11.2 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.

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

11.3.1. specified by the User when going through the registration process on the Website;

11.3.2. 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 https://vr-arsoft.com/.

11.4. 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.

11.5 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.