

# User Agreement

## 1. GENERAL PROVISIONS

- 1.1. This User Agreement (hereinafter referred to as the Agreement) refers to the Cip.az website located at <https://www.Cip.az>.
- 1.2. The site "Cip.az" (hereinafter - the Site) is the property of LLC "CIP" (OGRN: 1207700185098, legal address: 129281, Moscow, Olonetsky Gate 18, building 1, floor 1, room III, room 7, office 3).
- 1.3. This Agreement governs the relationship between the Administration of the site "cip.az" (hereinafter referred to as the Administration of the site) and the User of this Site.
- 1.4. The site administration reserves the right to change, add or delete clauses of this Agreement at any time without notifying the User.
- 1.5. Use of the Site by the User means acceptance of the Agreement and the changes made to this Agreement.
- 1.6. The user is personally responsible for checking this Agreement for changes in it.

## 2. DEFINITIONS

- 2.1. The terms listed below have the following meanings for the purposes of this Agreement:
  - 2.1.1 "Cip.az" - an Internet resource located at the domain name <https://www.Cip.az>. carrying out its activities through the Internet resource and related services (hereinafter referred to as the Site).
  - 2.1.2. "Cip.az" - a site containing information about the Goods and / or Services and / or Other values for the user, the Seller and / or the Service Provider, allowing to make a choice, order and (or) purchase the Goods, and / or receive the service.
  - 2.1.3. Site Administration - employees authorized to manage the Site, acting on behalf of CIP LLC.
  - 2.1.4. Site user (hereinafter referred to as the User) - a person who has access to the Site via the Internet and uses the Site.
  - 2.1.5. The content of the site (hereinafter referred to as the Content) - the protected results of intellectual activity, including the texts of literary works, their titles, forewords, annotations, articles, illustrations, covers, musical works with or without text, graphic, text, photographic, derivatives, composite and others works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, selection, coordination, appearance, general style and location of this Content included in the Site and other objects of intellectual property all together and / or separately contained on the site <https://www.cip.az>

## 3. SUBJECT OF THE AGREEMENT

- 3.1. The subject of this Agreement is to provide the User with access to the Products and / or services provided on the Site.
  - 3.1.1. The site provides the User with the following types of services (services):
    - providing the User with the possibility of posting messages, comments, reviews of the Users, rating the content of the site; access to the information
    - about the Product and / or service to information about the purchase of the Product on a paid / free basis;
    - ability to upload your own content (photo, video, audio, books, texts)
  - 3.1.2. This Agreement covers all existing (actually functioning) services (services) of the Site, as well as any subsequent modifications and additional services (services) that appear in the future.
- 3.2. Access to the site is provided free of charge.
- 3.3. This Agreement is a public offer. By accessing the Site, the User is considered to have acceded to this Agreement.
- 3.4. The use of materials and services of the Site is governed by the norms of the current legislation of the Russian Federation.

## 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1. The site administration has the right:
  - 4.1.1. Change the rules for using the Site, as well as change the content of this Site. Changes come into force from the moment the new version of the Agreement is published on the Site.
- 4.2. The user has the right to:
  - 4.2.1. Use all the services available on the Site, as well as purchase any Goods and / or Services offered on the Site.
  - 4.2.2. Ask any questions related to the site's services:

- by phone: +7 495 150 32 28
- by e-mail: we@cip.az
- via the Feedback Form located at <https://www.Cip.az4.2.3>. Use the Site solely for the purposes and in the manner provided for by the Agreement and not prohibited by the legislation of the Russian Federation.

4.2.4. Copying information from the Site is allowed with indication of the source and consent of the site administration.

4.2.5. Require the administration to hide any information about the user.

4.2.6. Use site information for personal non-commercial purposes.

4.3. The Site User undertakes:

4.3.1. Provide, at the request of the Site Administration, additional information that is directly related to the services provided by this Site.

4.3.2. Observe the property and non-property rights of authors and other rightholders when using the Site.

4.3.3. Do not take actions that may be considered as disrupting the normal operation of the Site.

4.3.4. Not to distribute using the Site any confidential and protected by the legislation of the Russian Federation information about individuals or legal entities.

4.3.5. Avoid any actions that may violate the confidentiality of information protected by the legislation of the Russian Federation.

4.3.6. Do not use the Site to disseminate advertising information, except with the consent of the Site Administration.

4.3.7. Do not use services for the following purpose:

4.3.7.1. violation of the rights of minors and (or) causing them harm in any form.

4.3.7.2. infringement of the rights of minorities.

4.3.7.3. representing yourself as another person or representative of the organization and (or) the community without sufficient rights, including for the employees of this site.

4.3.7.4. misleading about the properties and characteristics of any Goods and / or services posted on the Site.

4.3.7.5. incorrect comparison of the Goods and / or Services, as well as the formation of a negative attitude towards persons (not) using certain Goods and / or services, or condemnation of such persons.

4.3.7.6. uploading content that is illegal violates any rights of third parties; promotes violence, cruelty, hatred and (or) discrimination on racial, ethnic, gender, religious, social grounds; contains inaccurate information and (or) insults to specific individuals, organizations, authorities.

4.3.7.7. Inducement to commit illegal actions, as well as assistance to persons whose actions are aimed at violating the restrictions and prohibitions in force on the territory of the Russian Federation.

4.3.8. Ensure the accuracy of the information provided.

4.3.9. Ensure the safety of personal data from access by third parties.

4.4. The user is prohibited from:

4.4.1. Use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or track the content of the Site.

4.4.2. Disrupt the proper functioning of the Site.

4.4.3. In any way to bypass the navigation structure of the Site to receive or attempt to obtain any information, documents or materials by any means that are not specifically provided by the services of this Site.

4.4.4. Unauthorized access to the functions of the Site, any other systems or networks related to this Site, as well as to any services offered on the Site.

4.4.5. Violate the security or authentication system on the Site or in any network related to the Site.

4.4.6. Perform a reverse search, track or attempt to track any information about any other User of the Site.

4.4.7. Use the Site and its Content for any purpose prohibited by the legislation of the Russian Federation, as well as incite to any illegal activity or other activity that violates the rights of the Site or other persons.

## **5. SITE USING**

5.1. The Site and the Content that is part of the Site is owned and operated by the Site Administration.

5.2. The content of the Site cannot be copied, published, reproduced, transmitted or distributed in any way, as well as posted on the global Internet without the prior written consent of the Site Administration.

5.3. The content of the Site is protected by copyright, trademark law, as well as other rights related to intellectual property and unfair competition laws.

5.4. When using some services of the site, it may be necessary to create a User account.

5.5. The User is personally responsible for maintaining the confidentiality of the account information, including the password, as well as for all, without exception, the activity that is conducted on behalf of the User of the account

5.6. The user must immediately notify the Site Administration of any unauthorized use of his account or password or any other security breach.

5.7. This Agreement applies to all additional terms and conditions for the purchase of Goods and the provision of services provided on the Site.

5.8. The information posted on the Site should not be construed as a change to this Agreement.

5.9. The site administration has the right at any time without notifying the User to make changes to the list of Goods and services offered on the Site, and (or) to the prices applicable to such Goods for their sale and (or) services provided by the Internet resource.

5.10. The documents specified in paragraph 5.10.1 of this Agreement are regulated in the relevant part and extend their effect to the use of the Site by the User. This Agreement includes the following documents:

5.10.1. Privacy Policy (Policy regarding the processing of personal data)

5.11. Any of the documents listed in paragraph 5.10 of this Agreement may be subject to renewal. Changes come into force from the moment they are published on the Site.

## **6. RESPONSIBILITY**

6.1. Any losses that the User may incur in the event of intentional or reckless violation of any provision of this Agreement, as well as due to unauthorized access to the communications of another User, are not reimbursed by the Site Administration.

6.2. The site administration is not responsible for:

6.2.1. Delays or failures in the process of performing an operation arising from force majeure, as well as any case of malfunctions in telecommunications, computer, electrical and other related systems.

6.2.2. Actions of transfer systems, banks, payment systems and for delays associated with their work.

6.2.3. The proper functioning of the Site, if the User does not have the necessary technical means to use it, and also does not bear any obligations to provide users with such means.

## **7. VIOLATION OF THE TERMS OF THE USER AGREEMENT**

7.1. The site administration has the right to disclose information about the User if the current legislation of the Russian Federation requires or permits such disclosure.

7.2. The site administration has the right, without prior notice to the User, to terminate and (or) block access to the Site if the User has violated this Agreement or the terms of use of the Site contained in other documents, as well as in case of termination of the Site or due to a technical problem or problem.

7.3. The site administration is not liable to the User or third parties for the termination of access to the Site in case of violation by the User of any provision of this Agreement or other document containing the terms of use of the Site.

7.4. The site administration has the right to disclose any information collected about the User of this Site if disclosure is necessary in connection with an investigation or complaint regarding the misuse of the Site or to establish (identify) a User who may violate or interfere with the rights of the Site Administration or the rights of other Site Users.

7.5. The site administration has the right to disclose any information about the User that it deems necessary to comply with the provisions of the current legislation or court decisions, ensure compliance with the terms of this Agreement, protect the rights or security of the organization, Users.

## **8. DISPUTE RESOLUTION**

8.1. In case of any disagreement or dispute between the parties to this Agreement, a prerequisite before applying to the court is the presentation of the claim (written proposal on the voluntary settlement of the dispute).

8.2. The recipient of the claim within 30 calendar days from the date of receipt, notifies the applicant of the claim in writing about the results of the consideration of the claim.

8.3. If it is impossible to resolve the dispute on a voluntary basis, any of the Parties has the right to apply to the court for the protection of their rights, which are granted to them by the current legislation of the Russian Federation.

8.4. Any claim regarding the terms of use of the Site must be filed within 5 days after the grounds for the claim arise, with the exception of copyright protection for the materials of the Site protected in accordance with the law. In case of violation of the terms of this paragraph, any claim is left by the court without consideration.

## **9. ADDITIONAL CONDITIONS**

9.1. The site administration does not accept counter offers from the User regarding changes to this User Agreement.

9.2. User reviews posted on the Site are not confidential information and can be used by the Site Administration without restrictions.

Compiled on April 12, 2021.