

# Online Platformy LLC

2 mebel'naya ul, liter A, pom. 1-H, pom. 83, office 24A., saint-petersburg, Russia, 197374

SEEN AND APPROVED

I.E. Smirnov,  
Director General of  
Online Platformy LLC

March 25, 2020

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## USER AGREEMENT

### 1. GENERAL PROVISIONS

1.1. This User Agreement (referred to hereinafter as "the Agreement") applies to the website of the Internet resource "International University of Beauty Technologies", located at [www.iubt.org](http://www.iubt.org), and to all relevant sites linked to the website [www.iubt.org](http://www.iubt.org).

1.2. The website of the Internet resource [www.iubt.org](http://www.iubt.org) ("the Site") is the property of Online Platformy (Online Platforms) LLC.

1.3 This Agreement regulates the relations between the Administration of the website [www.iubt.org](http://www.iubt.org) (referred to hereinafter as "Site Administration") and the User of the said Site.

1.4. The Site Administration reserves the right to change, add or delete paragraphs of this Agreement at any time without notice to the User.

1.5. Continued use of the Site by the User means acceptance of this Agreement and any changes made to this Agreement.

1.6. The User is personally responsible for checking this Agreement for any changes made to it.

### 2. DEFINITIONS OF TERMS

2.1. For the purposes of this Agreement the following terms shall have the following meaning:

2.1.1. "International University of Beauty Technologies" - Internet resource located under the domain name [www.iubt.org](http://www.iubt.org) operating through an Internet resource and related services.

2.1.2. Internet resource - a website containing information about the Goods, the Seller, allowing to choose, order and/or purchase the Goods.

2.1.3. Internet resource website administration - employees authorized to implement site management, acting on behalf of the Online Platformy LLC 2 mebel'naya ul, liter A, pom. 1-H, pom. 83, office 24A., saint-petersburg, Russia, 197374, PSRN: 1207800038962; TIN 781401001, dba "International University of Beauty Technologies".

2.1.4 Internet resource site user (referred to hereinafter as "the User") – an individual who has access to the Site through the Internet and uses the Site.

2.1.5. Content of the Internet resource site (referred to hereinafter as "the Content") - protected results of intellectual activity, including texts of literary works, titles thereof, preface, abstracts, articles, illustrations, covers, musical works with or without text, graphic, text, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, selection, coordination, appearance, general style and

location of the Content included in the Site and other intellectual property objects in aggregate and/or separately contained in the Site.

### 3. SUBJECT MATTER OF THE AGREEMENT

3.1 The subject matter of this Agreement is to provide the User with an Internet resource for access to the Goods and services contained on the Site.

3.1.1. The Internet resource provides the User with the following types of amenities (services):

- permanent access to electronic content, with the right to view the content and purchase goods (services);
- access to the Internet resource search and navigation tools;
- granting the User an opportunity to post messages, comments, and rate the content of the Internet resource;
- permanent access to information on the Product/Service and information on purchase of the Product/Service;
- other types of amenities (services) sold on the pages of the Internet resource, including paid amenities (services).

3.1.2. This Agreement covers all existing (actually functioning) at the moment amenities (services) of the Internet resource, as well as any subsequent modifications and additional amenities (services) of the Internet resource that may appear in the future.

3.2 The access to the Internet resource is provided on a permanent basis.

3.3. This Agreement is a public offer. Upon receiving access to the Site the User is considered to have joined this Agreement.

3.4 The use of materials and services of the Site is governed by the current legislation of the Russian Federation.

### 4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Site Administration has the right to:

4.1.1. Change the rules of use of the Site, as well as change the content of this Site. Changes thus made shall come into force from the moment of publication of the new version of this Agreement on the Site.

4.1.2. Restrict access to the Site in case that the User violates the terms of this Agreement.

4.1.3. Change the amount of payment charged for granting the access to use the Internet resource site. Change of cost shall not apply to Users who have registered by the time of payment change, except for cases specifically agreed by the Site Administration.

4.1.4. Collect, analyze, use, share (including on a paid basis) information about the User contained on the Site, including, but not limited to, information about the User's contact and personal data, information about User's actions on the Site, etc.

4.2. The User has the right to:

4.2.1. Obtain access to use the Site.

4.2.2. To use all services available on the Site, as well as to purchase any Goods/Services offered on the Site.

4.2.3. Ask any questions related to the Internet resource services concerning the details which are published in the section <https://iubt.org/university/documents/> of the Website.

4.2.4. Use the Site solely for the purposes and in accordance with the procedure stipulated by this Agreement and not prohibited by the legislation of the Russian Federation.

4.3. The Site User undertakes hereby to:

4.3.1. Provide additional information upon request of the Site Administration which is directly related to the services provided by this Site.

4.3.2. Observe property and non-property rights of authors and other right holders when using this Site.

4.3.3. Not take actions which can be considered as disturbing the normal work of the Site.

4.3.4. Not distribute any confidential and protected information about individuals or legal entities via the Site

4.3.5. Avoid any actions which may result in violation of confidentiality of information protected by the legislation of the Russian Federation.

4.3.6. Not use the Site for distribution of information of advertising character, except with the consent of the Site Administration.

4.3.7. Not use the services of the Internet resource site for the following purposes:

4.3.7. 1. downloading content that is illegal, violates any rights of third parties; promotes violence, cruelty, hatred and (or) discrimination on racial, national, sexual, religious social grounds; contains

- inaccurate information and (or) insults specific individuals, organizations, authorities.
- 4.3.7. 2. inducement to commit unlawful acts, as well as assistance to persons whose actions are aimed at violation of restrictions and prohibitions in force in the territory of the Russian Federation.
  - 4.3.7. 3. Violation of rights of the underage and (or) causing damage in any form to them.
  - 4.3.7. 4. Infringement of the rights of minorities.
  - 4.3.7. 5. Impersonation of another individual or representative of the organization and (or) community without sufficient rights and authorities, including for employees of this Internet resource.
  - 4.3.7. 6. Misrepresentation of properties and characteristics of any Product from the catalogue of the Internet resource placed on the Site.
  - 4.3.7. 7. Incorrect comparison of the Goods, as well as formation of a negative attitude towards persons (not) using certain Goods or condemnation of such persons.

4.4. The User is not allowed to:

- 4.4.1. Use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, purchase, copy or track the content of the Site of this Internet resource;
- 4.4.2. Inhibit the proper functioning of the Website;
- 4.4.3. In any way bypass the navigation structure of the Site in order to obtain or attempt to obtain any information, documents or materials by any means not specifically provided by the services of this Site;
- 4.4.4. Obtain unauthorized access to the Site functions, any other systems or networks related to this Site, as well as to any services offered on the Site;
- 4.4.4. Violate any security or authentication system on the Site or any network related to the Site.
- 4.4.5. Perform a reverse search, trace or attempt to trace any information about any other User of the Site.
- 4.4.6. Use the Site and its Content for any purposes prohibited by the legislation of the Russian Federation, as well as incite any illegal activities or other activities that violate the rights of the Internet resource or other individuals/entities.

## 5. ONLINE RESOURCE SITE USE

- 5.1 The Site and the Content which is a part of the Site belong and are operated by the Site Administration.
- 5.2 The Content of the Site cannot be copied, published, reproduced, transferred or distributed in any way, as well as placed in the global Internet network without 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 legislation on unfair competition.
- 5.4. When using certain services of the Site, the User may need to create an account.
- 5.5 The User is personally responsible for maintaining the confidentiality of the account information, including password, as well as for all activities without exception conducted on behalf of the User of the account.
- 5.6 The User shall immediately notify the Site Administration of the unauthorized use of his/her account or password or any other breach of security.
- 5.7. The Site Administration has the right to unilaterally cancel the User's account if it has not been used for more than 30 (thirty) consecutive calendar months without notice to the User.
- 5.7. This Agreement shall apply to all additional terms and conditions for the purchase of Goods and services provided on the Site.
- 5.8 The information posted on the Site shall not be construed as an amendment to this Agreement.
- 5.9. The Site Administration has the right to make changes in the list of Goods and services offered on the Site, and (or) the prices applicable to such Goods on their implementation and (or) services provided by the Internet resource at any time without notice to the User.
- 5.10. The text of this Agreement may be subject to updating. The amendments shall come into force upon being published on the Site.

## 6. LIABILITY

- 6.1 Any losses which the User may incur in case of deliberate or careless violation of any provision of this Agreement, as well as due to unauthorized access to the communications of another User, shall not be reimbursed by the Site Administration.
- 6.2. The Site Administration shall not be held liable for:
  - 6.2.1. Delays or failures in the process of the operation caused by force majeure, as well as any case of

malfunction in telecommunications, computer, electrical and other related systems.

6.2.2. Operation of transfer systems, banks, payment systems and for delays related to operation thereof.

6.2.3. Proper functioning of the Site in case that the User does not have the technical means necessary to use the Site, and does not bear any obligation to provide the Users with such means.

6.2.4. Content or nature of information uploaded on the Site.

6.3 The User is solely responsible for interpretation and use of the content (information) posted on the Site.

## 7. BREACH OF THE AGREEMENT

7.1. The Site Administration of the Site is entitled to disclose any information collected about the User of this Site, if disclosure is necessary in connection with the investigation or complaint regarding the illegal use of the Site or to identify (identify) the User who may violate or interfere with the rights of the Site Administration or the rights of other Users of the Site.

7.2. The Site Administration has the right to disclose any information about the User that it deems necessary to comply with applicable law or court decisions, to ensure compliance with the terms of this Agreement, to protect the rights or security of the organization, and/or other Users.

7.3. 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.

7.4. The Site Administration has the right to terminate and (or) block access to the Site without prior notice to the User in case that 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 technical malfunction or problem.

7.5. The Site Administration shall not be held liable before the User or the third parties for termination of access to the Site in case the User has violated any provision of this Agreement or any other document containing the terms of use of the Site.

## 8. RESOLUTION OF DISPUTES

8.1. In the event of any disagreements or disputes between the Parties to this Agreement, a mandatory condition before submission of such disputes to the court is the submission of a claim (written proposal for voluntary resolution of the dispute).

8.2. The recipient of a claim shall, within 30 (thirty) calendar days from the date of receipt thereof, notify the applicant in writing of the results of the claim consideration.

8.3 If the voluntarily resolution of the dispute is impossible, either Party shall have the right to apply to the court for protection of its rights granted to it by the current legislation of the Russian Federation.

8.4. Any claim related to the terms and conditions of use of the Site must be submitted within the period following the appearance of cause for action, except for the cases of copyright protection in respect of materials of the Site protected under the laws. In case of violation of terms of this clause, any claim or cause of action shall be subject to the statute of limitations.

## 9. ADDITIONAL TERMS

9.1 The Site Administration does not accept counter proposals from the User regarding changes to this User Agreement.

9.2 The responses of the User posted on the Site are not regarded as confidential information and can be used by the Site Administration without restrictions.

Updated on March 25, 2020.