

Permanent document publication address: <https://en.pruffme.com/pages/agreement/>
Version No. 4 dated 30 August 2021
Approved by Order
No. 3/2021 of the CEO of Pruffme LLC
dated 30 August 2021

This Pruffme Service Use Agreement (hereinafter referred to as the **Agreement**) is a public offer and it defines mutual rights, obligations and liability of Pruffme Limited Liability Company, hereinafter referred to as the **Company**, represented by its CEO Sergey Valeryevich Poduzov, acting on the basis of the Articles of Association, on the one part, and the **User** (any individual over 14 years old or legal entity), who/which accepted the public offer (the Offer) to conclude the Agreement, hereinafter collectively referred to as the Parties. The Parties have entered into the Agreement as follows:

Public Offer shall mean an offer to conclude the agreement on the terms proposed in the offer to the general public, both individuals and legal entities. Offer Acceptance (Acceptance) shall mean acceptance of all terms thereof and shall be carried out in accordance with Art. 438 of the Civil Code of the Russian Federation by registration of the User in the system pursuant to Section 2 hereof.

Terms and Definitions

The following terms shall have the following meaning in this Agreement:

- **Subscription Fee** shall mean an amount of Payment provided for by the Pricing Plan for specific Services provided during the Billing Period;
- **Autowebinar** shall mean a fully automated Event held via the Internet and organised by the User organising the Event for the Users participating in the Event with the use of Pruffme Service for provision of promotional Services rendered by provision of the User participating in the Event with access to the lecture recording on the Internet for a further limited period of time in accordance with the terms of the User organising the Event;
- **Auto Payment (Automatic Debit)** shall mean a possibility of regular automatic funds transfers to the Company from bank cards without their physical use by the order of the User/Card Holder resulting in credit of the funds to the Personal Account of the User from the date of activation of the Pricing Plan until expiration thereof in payment for the Services according to the Pricing Plan;

- **Authorization** shall mean analysis of the Authentication Data entered by the User on the Company's server, which results in determination of the User's eligibility to create the Personal User Profile on the Company's resource and/or to gain access to the use of the Service;
- **Authorization Details** shall mean details provided by the User to a certain person or a group of persons, which grant the right to perform certain actions;
- **Acceptance** shall mean a full and unconditional acceptance of the terms hereof by the User by sending a notice to the Company in the prescribed form, namely by putting the appropriate mark upon registration by the User on the Pruffme Website;
- **Authentication Data** shall mean unique identification data of the User (mobile number, e-mail address specified by the User during registration, password) used for access to the Personal User Account via the Internet or for access to a specific Service;
- **Personal Account Balance** shall mean a difference between two amounts of money at a certain point in time. The first amount is money placed to the Personal Account prior to this point in time (the amount of Payments); the second amount is money reserved on the Personal Account at this point in time, and money debited from the Personal Account prior to this point in time;
- **Webinar, Webinar Room (also an Online Seminar, Video Conference, Online Meeting)** shall be a common name for a type of promotional and educational Events held via the Internet in real time (meetings, presentations, distance learning Seminars, etc.). During the Webinar, each User is in front of their own computer, and communication between them is maintained via the Internet with the help of the Pruffme Service. A communication session between the Users or User groups during the Event is carried out in the form of simultaneous exchange of video and audio (including verbal) information, text messages and data (files);
- **Pruffme Web Interface** shall mean a set of software and hardware, a tool of interactive information and technological communication of the Users with a hardware and software system on the Company's servers, with the help of which the Company ensures the User's ability to access the Personal User Profile and to use the Pruffme Service in accordance herewith;
- **Deposit of Funds to the Personal Account** shall mean an advance payment of the User to the Personal User Account with the help of systems, a procedure and methods for making the Payment are available on the Company's website <https://pruffme.com/pages/webinars>;
- **Interactive whiteboard** limited space for remote work in synchronous/asynchronous format using text, stickers, images and other whiteboard functions for collaborative interaction in order to create, share, save and edit information;
- **Webinar Recording** shall mean a function that allows the Organising User to save partially used Content during the online broadcast of the Webinar, and allows the User participating in the Event to browse the Content used in the past Webinar according to the Company's terms;
- **Order** shall mean a request for participation in the Event of the User organising the Event duly made by the Participating User with the help of the Pruffme Service and indicating the

intention of the Participating User to make a deal with the Organising User for participation of the User or other person in the Event;

- **Interactive Whiteboard** shall mean a space for distance work in real-time mode with the use of text, stickers, photos and other features of the whiteboard for interaction;

- **Course, Test, Survey** shall mean an information and educational space created and hosted on the Pruffme Service that allows the use of various types of questions, lessons and tasks;

- **The Editor** is the authorized representative of the User/Organizer User registered on the Company's Service, who is authorized to edit and interact in a synchronous/asynchronous format on an Interactive Whiteboard;

- **Company** shall mean Pruffme Limited Liability Company registered in the Russian Federation. The Company is the Pruffme Service Administration;

- **Content of the Webinar, conference, Test, Survey, Courses, Interactive Whiteboards, and other products on the Company's website** shall mean the Content transmitted (transferred) through the Company's servers and received (accepted) by the User's computer while using the Pruffme Service. Content shall mean all information constituting the content of Webinar sessions - video and audio data, text and other files, text and metadata, including newly created ones with the use of the Pruffme Web Interface tools;

- **Personal (User) Account** shall mean a counter that records Payments of the Organising User to the Company and amounts of money withheld (debited) from these Payments as payment for the Company's Services. The Personal Account has a unique number (identifier);

- **Personal User Profile** shall mean an information space of the User allocated in the Pruffme Web Interface for organisation of Personal Data (hereinafter referred to as the User Profile Information) input/change, independent subscription/cancellation of (activation/deactivation of) specific Services hereunder. Login to the Personal User Profile is made after registration of the Pruffme Website and the Authorization procedure;

- **Observer** a person who is given the opportunity to observe the activities of the User organizer or Editor and the ability to view information on an Interactive Whiteboard;

- **Event** shall mean the Webinar, Course, Test, Survey, Interactive Whiteboards and other products on the Pruffme website or other online Event held by the Organising User for the Participating Users with the use of the Pruffme Service; information on such Event is posted by the Organising User in the Pruffme Service in order to, in particular, collect information on the Users interested in receipt of the corresponding Service. The Event can be free and fee-based, the procedure for holding the fee-based Event is governed by the Company's terms and subject to the requirement of the Payment System Integration Policy available at: <https://pruffme.com/cabinet/documents/integrationpolicy.pdf>, according to the procedure established by the Organising User Payment Acceptance Policy;

- **Moderator (also Administrator, Host)** shall mean an authorized person of a legal entity/individual of the Organising User or the Organising User themselves, who/which manages

the Event and has their own personal login and password for access to the Personal Profile on the Company's website;

- **Unauthorized Access** shall mean the Access to the Pruffme Web Interface and/or specific Services gained by a visitor of the Pruffme Website who has not passed the registration and/or Authorization and is not entitled to receive the Service and/or specific Services within the scope of the Service. The access control on the Company's servers is performed to prevent the Unauthorized Access;

- **Personal Data** shall mean information provided by the User upon registration on the Pruffme Website and attributed to the User themselves, payment information and other details, which can be reasonably designated as such information. Specifying such background data is a necessary condition of the Offer Acceptance;

- **Payment** shall mean a transaction aimed at transfer of the funds by the User as payment for the Company's Services with the use of a bank card, payment systems, electronic money or a settlement account; such transaction results in credit of the funds in favor of the Company;

- **Subscription (for the specific Service)** shall mean performance by the User of actions listed on the corresponding page in the Personal User Profile; such performance constitutes the Order for receipt of the specific Service on the terms hereof;

- **User** shall mean any individual over 14 years old, an individual entrepreneur or a legal entity using the Pruffme Service and acting as a party to the Pruffme Service Use Agreement;

- **User organising the Event** shall mean the User of the Pruffme Service, an individual, individual entrepreneur or a legal entity organising the Event and posting information thereon on the Pruffme Service;

- **User participating in the Event** shall mean the User of the Pruffme Service participating in the Events held by the Organising Users with the use of the Pruffme Service;

- **Billing Period** shall mean a certain period of time from the date of activation of a certain Service package until the start date of the next period according to the purchased Pricing Plan, during which all billing operations are carried out;

- **(User) Registration** shall mean a procedure established by the Company and a result of the User's input of the Personal Data and/or other User information specified by the Company to the database of the registered Users on the Company's servers;

- **Reservation of Funds on the Personal Account** shall mean allocation by the Company of the funds from advance Payments of the User for their possible subsequent debit from the personal account as payment for a certain Service;

- **Pruffme Service** shall mean the Website hosted on the Company's servers at: <https://en.pruffme.com/> and satellites thereof in third-level domains organised in a unified system for representation of information on the Pruffme Services via the Internet and ability of the use of the Pruffme Service by the Users;

- **Seminar** shall be a common name for a type of promotional and educational Events held by the Users of the Pruffme Service in accordance with the procedure set forth herein;
- **Spam** shall mean distribution of SMS messages and e-mails of an advertising nature, which is carried out by the User to the user equipment of the Subscribers without prior consent thereof and/or which deliberately misleads the Subscribers as to the nature of these SMS Messages or their sender;
- **SMS Distribution** shall mean a system of software allowing the User to send SMS messages;
- **SMS Message** shall mean a short text message containing information in a digital text format;
- **Pricing Plan** shall be a common name of the Service rendered, which provides the User with the opportunity to hold certain Events and store materials/data according to the period specified in a specific invoice and a personal profile and set in direct dependence to the time and price;
- **E-ticket** shall mean an agreement between the User and any person, who wants to participate in the Seminars held by the User for a fee (fee-based Seminars), expressed in an electronic document, which confirms payment for the Seminar and entitles the participant to attend the User's Event;
- **Service** shall mean organisation of online access to the Pruffme Service with the features established by the Pricing Plan by the User of the Service;
- **Storage** shall mean a type of temporary online storage, in which data/files are stored on the numerous Pruffme servers distributed in an online environment and provided for use by the User for a certain period according to the Pricing Plan.

1. Subject Matter of the Agreement

1.1. The Company shall provide the User with access to the Pruffme Service, in particular, for receipt of the Company's Services in accordance herewith, and the User shall use the Pruffme Service and the Company's Services and pay therefor in case of use of the Pruffme Service on a fee basis in accordance with the Service rates available on the official website of the Company at: <https://pruffme.com/pages/prices/> and the payment procedure in accordance with Section 3 hereof on the terms hereof.

1.2. The Company shall provide the Service on an "AS IS" basis and all risks associated with merchantability, fitness for a particular purpose, workmanship, efficiency, compatibility, accuracy, failure-free operation and absence of errors upon receipt of the Service shall be borne by the User. The Company does not provide the User with any express or implied guarantees of any kind with respect to any risks and refuses provision thereof.

1.3. For the avoidance of any doubt, THE COMPANY DOES NOT PROVIDE ANY GUARANTEES NOT EXPRESSLY STATED HEREIN.

1.4. All Users of the Pruffme Service (the Organising Users and the Participating Users) shall comply with the terms and conditions of this Pruffme Service Use Agreement with the special features established for different categories of the Users, including with regard to payment and acceptance of the Payments.

1.5. The procedure for acceptance of the Payments for the Company's Services shall be set forth in Section 3 hereof; the procedure for acceptance of the Payments by the Organising Users for the fee-based Events shall be established independently by the Organising Users with the special features established herein by the Company and by the Payment System Integration Policy.

1.6. The Organising User shall not be entitled to derogate from the provisions of the Payment acceptance rules established by the Company in the corresponding documents specified in Cl. 1.4. and 1.5. hereof for organisation of the Payment acceptance with the use of the Pruffme Service.

1.7. The User's login to the Personal Profile, as well as subscription/cancellation of specific Services with the help of the Pruffme Web Interface Services available to the User in accordance herewith, shall be confirmed by data entries (records) of the programming check of connection and accounting (billing) equipment on the Company's servers. Any subscription/cancellation of specific Services by the User via the Personal Profile shall have the same legal force as if the Parties had concluded a corresponding additional written agreement in hard copy.

2. Procedure for Entering into the Agreement

2.1. The Agreement shall be deemed to have been concluded from the date of full and unconditional acceptance (Acceptance) by the User of all terms and conditions hereof without any exceptions and/or limitations and shall be tantamount to entering into a bilateral written Pruffme Service Use Agreement. The date of entering into the Agreement shall be the date of Acceptance.

2.2. The Company's Services commencement date shall be the date of Subscription for specific Services:

2.2.1. creation of a personal profile (Acceptance): the User shall use the form posted on the Company's website to Accept this Agreement by way of registration actions by input of their Personal Data, enter data necessary for Authorization and send them to the Company;

2.2.2. legal entities shall have an option to conclude the Agreement in a written form, in order to do that, the User being a legal entity shall create a personal profile and send their details to the Company, the Company shall check the details of the legal entity and then conclude a written agreement in two counterparts, one of which shall be given to the User.

2.3. The Parties guarantee to each other that they have the necessary legal status and capacity, as well as all the rights and authorities necessary and sufficient to conclude and execute the Agreement in accordance with the terms hereof.

2.4. The use of the Pruffme Services shall be possible only on the terms hereof and shall not be possible without acceptance of the terms hereof. The use of the Pruffme Services shall be possible both on a paid and gratis basis in accordance with the procedure established by the rates of the Company.

2.5. Users of the Pruffme Services shall be divided into two categories: the Users organising the Event and the Users participating in the Event.

2.6. Due to continuous improvement of the Service provision procedures, the Company shall reserve the right to introduce changes hereto at any time without prior notice to the User, while ensuring publication of amended terms and conditions on the Pruffme Website. The amendments shall enter into force from the date of publication of the website. The User shall regularly (at least once a month) familiarise themselves with this Agreement, the current version of which shall be published on the Internet at <https://pruffme.com/pages/agreement/> and also be available from the Personal User Profile. If the User does not agree with the amendments hereto, the User shall cease the use of the Service and delete their account data from the database of the registered Users of the Company's Services via the Personal User Profile. Continuation of the use of the Company's Services shall mean acceptance of the terms and conditions of the amended Agreement. If a personal profile is managed by several Administrators, the User who has created the Personal Profile upon Acceptance hereof shall be responsible for actions of each Administrator.

2.7. The Company shall be entitled not to provide the Service to the User if the latter has a debt to the Company regarding the Service or other Services and until debt repayment.

2.8. The Company shall be entitled to carry out SMS Distribution to the specified phone numbers upon registration in order to confirm registration actions and for other purposes.

2.9. Upon use of the Service for change of a letter-and-digit address of the sender the User shall be strictly forbidden to use names of any legal entities (mobile provider, banking and insurance authorities, state institutions and government authorities, etc.), to which the User has no relation, in the address of the sender, otherwise the Company shall be entitled to block the messaging and the Personal User Profile, as well as the User shall not independently send the Spam and use the Services of Companies offering the Spam mailing Service (even if the Pruffme Service is not used for this purpose).

2.10. Using the Pruffme Service, the Organising User can customize the Payment acceptance from the Participating Users in accordance with the procedure established by the Payment System Integration Policy available at <https://pruffme.com/cabinet/documents/integrationpolicy.pdf>.

2.11. The Company shall not accept Payments from the Participating Users to its accounts. Moreover, the Company shall not be responsible for acceptance and organisation of acceptance

of the Payments of the Organising Users. Acceptance of the Payments to the Organising User from the Participating Users shall be carried out on the terms established by the Organising User.

2.12. The Company shall not participate in disputes regarding Payment acceptance between the Organising and the Participating User, however the Company shall have access to all Payments organised with the use of the Pruffme Service and can assist in settlement of disputes between the Users at its own discretion.

3. Cost of Service and Payment Procedure

3.1. The User shall select the required scope of the Services (Pricing Plan), select a convenient payment method in the My Balance section, agree to or refuse the use of the Autopayment function and pay for the Company's Services in the required amount at the rates specified in the Pricing Plans section available on the Company's website at: <https://pruffme.com/pages/prices/> in accordance herewith. The cost of the Services shall be calculated exclusive of VAT in accordance with the simplified tax system applied in the Company.

3.2. The cost of the Services shall comprise the amounts under the Pricing Plans selected by the User. The amount of payment under the Pricing Plan shall be debited from the Personal User Account with the use of the Autopayment function if it has not been disabled during payment, upon expiration of the Pricing Plan. Payment for additional Pricing Plans shall be debited from the personal account upon selection and confirmation of the Services by the User.

3.3. Payment for the Services of the Pruffme Service shall be made using the methods specified in the My Balance section by deposit of funds in a way convenient for the User. The Payments shall be accepted in online mode via electronic Payment systems or they shall be accepted to the Company's settlement account if the User cooperates with the Company as a legal entity.

3.4. Legal entities shall pay for the Services to the Company's settlement account on the basis of an invoice and an agreement provided upon prior request sent to the address support@pruffme.com. Legal entities shall specify the personal profile number and the account number in the Payment purpose description upon payment of the invoice.

3.5. The Services shall be provided on a subscription basis, and if the User has not used the entire range of services during the validity period of the Pricing Plan, the fee under the Pricing Plans shall not be recalculated, and the amount of the Services shall not be transferred to the next month. The User shall independently determine whether to use a particular function of the Pruffme Service or not.

3.6. In case of refund according to the decision of the Company, the funds shall be refunded only to the User's bank account subject to provision of a written application containing the User's full name, passport details, banking details for transfer of the funds, and the date and number of the transaction for transfer of the funds by the User. The specified application shall be sent to the address specified on the Company's website.

4. Rights and Obligations of the Company

4.1. The Company undertakes:

4.1.1. To provide the User with specific Services or a set of specific Services, for which the User is subscribed, according to the Pricing Plan in accordance with the terms described herein and subject to the requirements of the current legislation of the Russian Federation;

4.1.2. To credit the User's advance Payments in the Personal User Profile in a timely manner (on the date of receipt of the notification from the Payment system of the receipt of funds, or on the date of crediting the funds to the Company's settlement account), but no later than three days from the date of payment;

4.1.3. To provide the User with access to the personal profile in absence of violations on the part of the User. In case of cancellation of provision of specific Services (suspension thereof), the Personal Profile shall remain available to the User via the Internet during the term hereof.

4.2. The Company shall be entitled to:

4.2.1. Impose restrictions or delete the Personal User Profile in case of violation of the provisions hereof, including, but not limited to, in cases when:

- The User has not provided the information in accordance with the Company's request specified in Cl. 5.1.5. hereof;
- The User distributes prohibited/pornographic materials or materials inconsistent with the requirements of the legislation of the Russian Federation;
- The User sends the Spam;
- The User violates the limitations set out in Cl. 5.3. hereof or violates the terms and the procedure of acceptance of the Payments established by the Payment System Integration Policy;
- The User commits other violations, which can directly or indirectly harm other Users of the system or third parties.

4.2.2. In these cases, the Company can, at its own discretion, permanently delete, block or suspend access of the User to the Personal Profile for an indefinite period with contemporaneous notice sent to the User by e-mail. In case of deletion of a personal profile all materials stored therein shall be deleted together with the account. The Company shall not restore files and content, and shall not compensate for any losses and damages connected with such deletion;

4.2.3. The Company shall resume provision of specific Services to the User at its own discretion on the basis of a written application of the User containing information on the measures taken in order to eliminate violations hereof and guarantees of prevention of such violations in the future. The Company shall resume provision of specific Services to the User within three days from the date of elimination of violations and receipt by the Company of the User's written application;

4.2.4. If the User does not provide the written application specified in Cl. 4.2.3. and does not eliminate violations (including violations related to late and/or incomplete payment for the Services) within one (1) calendar month from the date of suspension or restriction of access to the personal profile, the Company shall be entitled to terminate provision of the Service to the User, unilaterally repudiate this Agreement and act in accordance with Section 13 hereof to resolve the issue of debt repayment;

4.2.5. The Company shall be entitled to moderate the Content of the Webinars, conferences, Tests, Surveys, Courses, Interactive Whiteboards and other products available in the Pruffme system, as well as any messages and other information posted by the User in the public domain and distributed to third parties. If the Company believes that the information is the Spam as follows from its content or aimed at extremism, directly or indirectly violates the legislation of the Russian Federation, carries the message of inciting racial, national or religious hatred, is erotic, pornographic in nature, as well as infringes on the rights of minorities, and is distributed for disruptive or fraudulent purposes, the Company shall be entitled to permanently delete/destroy any materials, including Webinar Recordings, without disclosing the reason;

4.2.6. The Company shall be entitled to change the Pruffme Web Interface and software, as well as to change the requirements for the Hardware and software, which must be used by the User to receive the Service;

4.2.7. The Company shall be entitled to refuse the User organising the Event to distribute and sell the tickets without disclosing the reason;

4.2.8. The Company shall be entitled to modify any software of the website <https://en.pruffme.com/> suspend operation of the website upon detection of serious malfunctions, errors and failures, and for the purposes of service maintenance and prevention of the Unauthorized Access to the website;

4.2.9. The Company shall be entitled to use the data of the User or other persons, whose information is entered by the User on the Website, for marketing purposes. The User guarantees that the data entered thereby on the Website is voluntarily provided thereby and by third parties. The User has received consent to processing and transfer of the data to third parties;

4.2.10. The Company shall be entitled to send promotional messages to the User and other persons, whose information is entered by the User on the website, both to the e-mail address and mobile telephone number, details of which are contained on the website. The User hereby agrees to receive such information, and also guarantees that the similar consent has been provided by the persons whose information the User has entered on the Website;

4.2.11. The Company shall be entitled to verify data of the User and other persons specified by the User according to its own criteria. Moreover, the Company shall be entitled to require the User to produce identity documents and provide other details identifying the User in cases stipulated by the terms of the corresponding Events or by the legislation of the Russian Federation. In case of failure to produce documents or inconsistency of the information thereon, the Company shall be entitled to refuse the User to use the Website;

4.2.12. The Company shall be entitled to advise the User in the course of processing of/confirmation of/payment for the Order, including to independently contact the User using telephone numbers indicated by the User;

4.2.13. The Company shall be entitled to independently choose and establish methods of User identification at its own discretion on all resources thereof, including websites, servers and etc.;

4.2.14. The Company shall be entitled to, at its own discretion, provide the Participating User, who/which paid for the Event, goods or Service and has provided the corresponding confirmation, with contact details of the Organising User (organiser of the fee-based Event, seller of the goods and Services) if the Company establishes that the Organising User has committed wrongful acts or violated this Agreement or the Payment System Integration Policy. In any case, the Organising User cannot make claims against the Company related to provision of such information at the request of the Participating User or the corresponding government bodies for Payment transaction control and supervision and law enforcement agencies;

4.2.15. The Company shall be entitled to assist participants of the fee-based Events, who took part in the Event of the fraud artists acting in contravention of this Agreement and/or the legislation of the Russian Federation. The Company may provide receipts, contact details of the Organising User and other information to the court or other law enforcement agencies;

4.2.16. The Company shall be entitled not to approve, to suspend or block acceptance of the Payment of an individual, individual entrepreneur or a legal entity through the Pruffme website at any time if these parties violate the terms and conditions hereof and of other agreements between the Parties, as well as requirements of the Company and the current legislation of the Russian Federation;

4.2.17. The Company shall be entitled to join any Events of the User to check the Content of the User and system availability.

5. Rights and Obligations of the User

5.1. The User undertakes:

5.1.1. To comply with and observe the terms and conditions hereof;

5.1.2. To indicate accurate, true and complete information about themselves on the basis of questions in the form upon registration, and to update this information;

5.1.3. To notify the Company in case of changes to any information specified by the User upon registration and in this Agreement, if it is concluded in writing, within five (5) days. Such notice shall be made by independent introduction of changes by the User to the My Profile section in the personal profile via the Pruffme Web Interface, as well as by a written notice signed by the User and sent to the Company in case of conclusion hereof in writing;

5.1.4. To produce User identification documents at the request of the Company for the purposes of conclusion and execution hereof, as well as to produce duly certified copies of such documents at the request of the Company for the purposes of execution hereof within three days;

5.1.5. The User undertakes to ensure availability of the necessary and sufficient amount on the personal account for making Payments in cash for payment for the Pricing Plan with the use of bank cards, payment systems connected to the Service or electronic money, as well as to independently monitor the validity period of the Pricing Plan;

5.1.6. To check history of the Payments and control renewal/suspension of the automatic debit service in the personal profile at <https://pruffme.com/cabinet/#/payments>, as well as to regularly check for updates on the Company's website;

5.1.7. To immediately notify the Company of any unauthorized use of their Authentication Data for Access to the Service or violation of the security system of the Pruffme Services discovered by the User;

5.1.8. To remove the Subscribers who have refused to receive newsletters by means other than via the Pruffme Desubscription Link from the mailing list;

5.1.9. Not to send newsletters in the interests of third parties to the Participating Users in their database, except if the Participating Users have agreed to receive such information;

5.1.10. Not to delete and hinder finding the Desubscription Link in the messages sent. To post the link text only in a language that the addressees can understand;

5.1.11. Not to hide or conceal the fact of Subscription to the newsletters with the help of other actions;

5.1.12. To regularly check for notifications and updates on the Company's website;

5.1.13. If the User is a legal entity/individual entrepreneur and they have made payment for the Pricing Plan on the account, such User undertakes to send the signed certificate back by registered mail within thirty (30) days from the date of receipt of the certificate from the Company. If the Company does not receive the signed certificate within thirty (30) days, such certificate shall be considered signed;

5.1.14. The User shall be liable for creating and / or distributing, as well as for downloading and / or receiving the Content of the Webinars, including liability for all claims that are presented and / or may be presented in relation to the content transmitted and / or received by the User, for violation of intellectual property rights, copyright and related rights, as well as in connection with the presence in the Content of the Webinars of inaccurate information, obscene, indecent, threatening, offensive, libellous, defamatory or other illegal content.

5.2. The User shall be entitled to:

5.2.1. The User shall be entitled to use the Pruffme Service only in accordance with the terms and conditions hereof and the Company's rates;

5.2.2. Accept Payments for the fee-based Events, goods or the Services from the Participating Users on the Company's website using integrated payment systems on the terms and in accordance with the procedure provided for by the Payment System Integration Policy;

5.3. The User shall not be entitled to:

- 5.3.1. Send any information and messages on behalf of other people or organisations;
- 5.3.2. Carry out propaganda or agitation instigating social, racial, ethnic or religious hatred and enmity, propaganda of war, social, racial, national, religious or linguistic superiority, and disseminate other information banned from distribution by the applicable legislation;
- 5.3.3. Post messages, graphic images or other materials (including untrue ones) on the Pruffme platform, publication of which causes or may cause damage to the honor, dignity and business reputation of an individual or business reputation of an organisation;
- 5.3.4. Post messages containing obscene words and expressions on the Pruffme platform;
- 5.3.5. Post false and incorrect messages, as well as messages misleading the recipients on the Pruffme platform;
- 5.3.6. Post advertisement and other information about drugs, psychotropic substances and nutritional supplements on the Pruffme platform, including information on distribution of drugs, recipes for manufacture and advice on use thereof, as well as post information of an extremist nature;
- 5.3.7. Post information violating the rights of minors on the Pruffme platform;
- 5.3.8. Display private body parts on the Pruffme platform, post pornographic materials, the Content aimed at extremism, inciting racial, national or religious hatred, as well as infringing on the rights of minorities and distributed with disruptive or fraudulent purposes;
- 5.3.9. Post any illegal information on the Pruffme platform;
- 5.3.10. Post any information about gambling games and lottery tickets on the Priffme platform;
- 5.3.11. Post Personal Data, including contact information, of other Users or other persons on the Pruffme platform without their prior consent;
- 5.3.12. Publish, amend, distribute in any way copyrighted materials without prior written consent of the copyright owner of such materials, and also, the User shall not be entitled to use someone else's trademarks;
- 5.3.13. Send Spam, i.e. bulk mailing of commercial, political, advertising and other information (including hyperlinks to websites with such information and/or to websites containing malicious software) in personal messages, comments, on Personal pages of the Users, or perform other actions aimed at distribution of such information, if the Receiving Users have not expressed their consent to receive such information;
- 5.3.14. The User shall act in accordance with the law, with dignity, respect and tactfulness with regard to the Company and other Users. This includes the use of any of the publishing and communication features available via the Pruffme platform, which allow the User to post messages, comments, images, photos, videos, presentations, videos and other types of materials;
- 5.3.15. The User shall act with respect upon communication with the customer support team and other employees and agents of the Company by mail, phone or other means. In particular, the User shall not:

- Publish rude or offensive materials and use community features to harm or harass any person;
- Publish materials containing libel or insults (including those based on race, nationality, religion or gender/sex);
- Use and encourage slur, rude behavior or the use of prohibited substances;
- Offer and encourage violence, including threats and promotion of terrorism;
- Act destructively, threateningly or provocatively, as well as impersonate other persons and behave in an intrusive manner;
- Send unauthorized advertising and give any recommendations or make suggestions to their contacts without their permission;
- Publish, share or attempt to fraudulently obtain or collect someone else's Authorization Data;
- Carry out any actions violating the right to privacy or intellectual property rights;
- Carry out, attempt to carry out or threaten to carry out any actions contrary to these Terms or the applicable law.

5.3.16. Be responsible for the creation and/or distribution, as well as for downloading and/or receiving the Content of Interactive Whiteboards (including those published by the Editor), including liability for all claims that are made and/or may be made in relation to the Content transmitted and/or accepted by the User for violation of intellectual property rights, copyright and related rights, as well as in connection with the content of the Interactive Whiteboards containing false information, obscene, indecent, threatening, offensive, defamatory, defamatory or other illegal content.

5.3.17. Be responsible for the actions of each Editor and Observer of the Interactive Whiteboard as their own.

6. Use of File Storage in the Pruffme System

6.1. In order to provide Services and use the features of the Pruffme system, the Company shall provide temporary Storage for files and materials of the User. The User shall use this temporary file Storage for holding the Events. This Storage shall not be used for permanent storage of the User's materials.

6.2. The capacity and availability period of the storage shall depend on the Pricing Plan selected and paid for by the User. If the number of files uploaded by the User exceeds the storage capacity provided, the use of the storage for uploading of new materials shall be unavailable.

6.3. If the User's storage capacity is exceeded due to expiry of the Pricing Plan, selection of another Pricing Plan or due to other circumstances resulting in reduction of the storage capacity, all files, which are outside the existing disk space, will be permanently deleted within 30 days without prior notification or reminder and without the possibility of recovery.

6.4. The Company shall not be held liable for safety of the User's files and materials. The User shall ensure storage of all materials necessary therefor on another device or tangible medium.

6.5. The Company does not guarantee that the User's files will be saved after expiration of the Pricing Plan, since this storage is temporary.

7. Liability of the Company

7.1. The Company shall not be held liable for the quality of recording of the Webinars, conferences, Autoweinars, and for the quality of video and audio recordings, as well as for sub-par performance of the Courses, Tests, and Surveys both on the part of the Organising User and the Participating User.

7.2. The Company shall not be liable for all claims that are presented and / or may be presented in relation to the content transmitted and / or received by the User, for violation of intellectual property rights, copyright and related rights, as well as in connection with the presence in the Content of the Webinars of inaccurate information, obscene, indecent, threatening, offensive, libellous, defamatory or other illegal content.

7.3. The Company shall not be held liable for deletion of the Content by the Participating User, Organising User, and the Moderator, as well as the Content deleted by the Company itself if it contradicts Cl. 5.3. or violates the rights of third parties or Users of the Pruffme system.

7.4. The Company shall be held liable for non-fulfilment of its obligations hereunder in accordance with the current legislation of the Russian Federation.

7.5. The Company shall not be held liable for complete or partial interruptions in provision of the Service in cases related to:

7.5.1. suspension of operation of the software and/or equipment, including the Company's servers ensuring operation of the Pruffme Services, in case of detections of serious malfunctions, errors, and failures in the Pruffme Web Interface, as well as for the purposes of service maintenance and prevention of the Unauthorized Access;

7.5.2. replacement of equipment, software, or performance of other works due to the need to maintain normal operation and development of the Pruffme Services.

7.6. The Company's participation in communication sessions (online Events) of the Users shall be limited solely to the provision of the Service. Outside the scope of activities carried out directly for the provision of the Service, the Company shall not act as an organisator or participant (User) of the Event of the User, and shall not be held liable for planning and/or management of the Events (including, without limitation, launch, suspension, termination thereof), composition and location of the participants of the Events, as well as for the Content of the Events.

7.7. The Company shall not be held liable for circumstances, which have occurred against the will and desire of the Company and through no fault thereof and which could not have been foreseen or avoided and/or which are beyond the Company's control, including, but not limited to, the following:

7.7.1. absence of record of the advance Payment of the User in the personal account in case of non-receipt of such Payment to the Company's settlement account;

7.7.2. loss of connection due to the User's use of the hardware, which does not meet the Company's requirements, and non-observance by the User of any conditions for operation of the hardware used to access the Pruffme Services, as well as in cases of electrical power interruptions on the User's premises;

7.7.3. loss of connection due to non-compliance of the User's communication service provider (Internet provider) with the terms and conditions of the agreement with the User, as well as in cases of prohibition of the access to the Pruffme Website by the User's communication service provider or an affiliate thereof;

7.7.4. unforeseen malfunction of the Pruffme Website in cases of malfunction of certain sections of the Internet (due to features of the public telecommunication network, provision of the Service to the User depends on the quality of the equipment of communication service providers, local wire telephone lines, and mobile telecommunication lines, Internet service providers, long-distance and international line providers, which are indirectly involved in the provision of the Service, but for the work quality of which the Company is not liable);

7.7.5. circumstances of insuperable force (force majeure) listed in Cl. 12.1 hereof.

7.8. The Company shall not be held liable for:

7.8.1. non-compliance of the User with the instructions for installation and/or configuration of the Webinar Software or a conflict between the Webinar Software and the User's Hardware, including, but not limited to, due to non-compliance with the Hardware requirements specified by the Company, and related impediments to the User's use of the certain Pruffme Services;

7.8.2. malfunction of the Pruffme platform during interaction with the User's equipment, antivirus software, browser extensions, outdated software versions/operating systems/browsers, corporate networks, the Internet, closed ports, blockings of servers, providers, or territorial restrictions of domain name operation;

7.8.3. full or partial interruptions of access to the Event, as well as for incorrect connection to the Event;

7.8.4. non-compliance with the Webinar Software User Guide and/or untimely updating of the Webinar Software by the User, if the User has been informed of the need for such update;

7.8.5. impact of malicious software (viruses) and other impediments (including damage to the Webinar Software) preventing access of the User to the Services;

7.8.6. incompatibility of the Webinar Software with other Internet sites, services, software and/or hardware, as well as damages and/or losses incurred by the User as a result of such incompatibility;

7.8.7. delays and/or failures, which have occurred at the beginning, in the course or at the end of a data transfer or a transaction related to the use of the Service and performed in accordance with all the rules;

7.8.8. safety of the User's files and materials. The User shall ensure storage of all materials necessary therefor on another device or tangible medium;

7.8.9. correct functioning of the Interactive Whiteboard, including, but not limited to: loading and saving of the Interactive Whiteboard, saving of material, correct display of the functions of the whiteboard and objects loaded on it;

7.8.10. correct display of the Interactive Whiteboard on various devices, as well as for delays, failures or problems associated with the use of the Interactive Whiteboard by the organizer, Editor or Observer on the Company's Service by the User.

7.9. In no event the Company shall be held liable for any direct or indirect negligent damages (including, but not limited to: loss of profits, loss of confidential or other information, losses associated with business or operation interruption, damage to health, violation of privacy, non-fulfilment of any obligation, including the obligation to act in good faith and with reasonable diligence, losses caused by negligence, any other damages or pecuniary and/or other losses) incurred by the User in connection herewith or as a result of and/or in connection with receipt of or inability to receive the Service of the Company, as well as as a result of and/or in connection with the provision of or failure to provide the User with the Company's Service, even if the Company has been notified of the possibility of such damages or losses.

7.10. Regardless of the nature and causes of the User's damages (including any causes listed above), the maximum amount of the Company's liability under any of the provisions hereof and the amount of compensation payable to the User cannot exceed the amount actually paid by the User for specific Services of the Company, even if the compensation received does not cover the damages incurred.

7.11. The Company shall not be held liable for the User's failure to comply with the terms of holding the Events or provision of the Services, as these terms and rules shall be the sole responsibility of the User.

7.12. The Company shall not be held liable for efficiency of any integrations used by the User at their own discretion on the Company's website.

7.13. The Company is not responsible for the quality and stability of audio and video broadcasts in online Webinars, conferences and other Services of the Company in case the Internet provider blocks the User's Internet ports, as well as in case of various restrictions on the operation of Internet resources by State authorities.

7.14. The Company is not responsible for the actual appearance of the recording, for the quality of the recording of Webinars, conferences, Auto-webinars and for the quality of video and sound recording, as well as for the poor-quality work of Courses, Tests, Surveys, Interactive Whiteboards and other Services of the Company, both on the side of the Organizer User and on the side of the Participant User.

7.15. The Company does not guarantee that the use of the Interactive Whiteboard on the Company's Service will be continuous or uninterrupted, as well as that the Interactive Whiteboard will work correctly using third-party services used by the User.

8. Liability of the User

8.1. The User shall be liable for fulfilment of their obligations in accordance with the terms and conditions hereof and the legislation of the Russian Federation.

8.2. The User shall be liable for completeness and accuracy of the information provided upon registration, and shall be considered acting on their own behalf and at their own expense.

8.3. The User shall not be entitled to fully or partially assign or transfer their rights and obligations hereunder to third parties. If such assignment or transfer has been made, it shall be void. If the account and password of the User are transferred to third parties for access to the Service, as well as if the User authorizes access to the Service and/or use of the Service by third parties on behalf of the User, all rights and obligations hereunder shall be borne by the User.

8.4. The User shall be held solely liable for all actions and statements made and/or delivered through the use of the Service, as well as consequences thereof, in accordance with the legislation of the Russian Federation.

8.5. The User shall be liable for all transactions carried out with the use of their account and Authentication Data.

8.6. The User shall be held solely liable for any (including unauthorized) actions of third parties, which have been performed upon use of the User's Authentication Data, as well as consequences thereof.

8.7. Notwithstanding this Agreement, the User shall be held liable upon use of the Company's Services, the User shall have full and sole liability, including, but not limited to, for the following:

8.7.1. for creation and/or distribution, uploading and/or receipt of the Content, including liability for all claims, which have been made and/or may be made in relation to the Content transferred and/or accepted by the User for violation of intellectual property rights, copyright, and related rights, as well as in connection with the Content containing false information, obscene, indecent, intimidatory, offensive, defamatory, damaging or other illegal content;

8.7.2. for all relations between the User and third parties arisen in connection with and/or as a result of the use of the Service, including liability of the User to third parties engaged in private and/or commercial and/or non-commercial activity of the User involving use of the Company's Service, as well as liability of the User for their own damages and expenses incurred as a result of cooperation of the User with third parties in connection with the use of the Company's Service. If the Participating Users make any claims of any nature, including for the refund, the Organising User shall independently resolve conflict situations without involvement of the Company. The Organising User shall be held fully liable for all their actions to the Participating Users.

8.8. The Participating User shall assume full liability and risks associated with placing the Order. The Participating User shall be held liable for problems, which have occurred through their fault upon registration, finalization, confirmation and payment of the Order. The Company shall not be held liable for (monetary or other) damages resulting from problems caused by an error or

negligence of the Participating User upon their use of the website, including an unsuccessful completion or confirmation of any of the transactions.

8.9. Liability for refund of the Payments to the Participating Users in case of cancellation of the Event or holding the Event, provision of the goods and/or the Services, which do not comply with the proper quality requirements, shall be borne by the User organising the fee-based Event.

9. Data Protection

9.1. If the User loses the Authentication Data for access to the Personal User Profile or if they need to change the email address or password specified thereby upon registration, the Company can communicate the lost data to the User once more and/or change the email address or password at the request of the User upon login to the Personal User Profile on the Company's website with indication of the telephone number or e-mail address specified upon registration of the Personal Profile in such request. After sending the request, the User receives an encrypted code/link in the form of an SMS message to the specified telephone number/e-mail address; when the User enters the code/follows the link, they pass the Authorization and change the requested data.

9.2. When paying for the Order with a bank card (including entering the card number), the Payment is processed on the website of an electronic Payment system, which has passed international certification. Your confidential data (card details, registration data, etc.) is not received by the Company, their processing is fully protected and no one, including Pruffme, can get the client's Personal Data and banking details.

10. Intellectual Property Rights

10.1. Any software, example codes, databases, related documentation, and other materials available on the Pruffme Website shall be the intellectual property of the Company and/or partners thereof, except for materials posted by the Users.

10.2. The Company shall not lay claim to any materials and the User's creative output, and the User understands and agrees that when they upload any Content, they distribute the materials to the general public and any third party can access such materials.

10.3. The User shall independently protect and create conditions for protection of their copyright (exclusive intellectual property rights).

10.4. The Company shall not be liable for safety of the User's material from copying by third parties. This liability shall be borne by the User, who/which has posted the material.

10.5. The Company does not guarantee and cannot guarantee protection of the User's Content against unauthorized distribution by third parties and illegal use thereof.

10.6. The Company shall not participate in legal proceedings between the Participating and the Organising User.

10.7. The Company shall be entitled to permanently delete/destroy any materials without disclosing the reason.

11. Validity of the Agreement

11.1. Legal relations arising in connection herewith shall be governed by the legislation of the Russian Federation and shall be subject to the exclusive jurisdiction of the courts of the Russian Federation.

11.2. Pursuant to Art. 428 of the Civil Code of the Russian Federation, this Agreement is a deed of adherence, which defines all mutual rights, obligations, and liabilities of the User and the Company with regard to the terms of use of the Company's Service by the User. The Agreement shall supersede all previous covenants, Agreements or statements regarding the use of the Service by the User.

11.3. This Agreement shall be valid until cessation of the use of the Company's Service by the User or until termination of the Service provision by the Company, or until termination hereof by the Parties hereto.

11.4. The provisions hereof regarding liability, exemption from liability, intellectual property rights, and applicable law and jurisdiction shall continue to apply in the event of termination hereof.

12. Validity Term and Grounds for Termination of the Agreement

12.1. The Agreement shall enter into force from the date of conclusion hereof by the User (in accordance with Cl. 2.1. hereof) and shall be valid until termination hereof.

12.2. If the User violates the terms and conditions hereof, the Company shall be entitled to unilaterally repudiate this Agreement by termination of access to the Company's Services and the Service with contemporaneous notice of repudiation sent to the User to the e-mail address specified upon registration. The unilateral repudiation hereof shall be performed upon sending a written notice thereof to the other party.

12.3. The Company shall be entitled to initiate termination hereof and unilaterally terminate Subscriptions for the specific Services if the User violates the terms and conditions hereof.

12.4. If the Agreement is concluded in a written form, unilateral termination hereof by one of the Parties shall be performed subject to sending a corresponding written application to the other Party.

12.5. The User shall be entitled to terminate this Agreement at any time subject to fulfilment of all obligations towards the Company, which have arisen before termination hereof.

12.6. In case of termination hereof due to unsatisfactory provision of the Services, the User shall send a termination application to the e-mail address support@pruffme.com.

13. Force Majeure

13.1. The Company and/or the User shall not be held liable for non-fulfilment or improper fulfilment of the obligations arising out of the Agreement if such non-fulfilment (improper fulfilment) is due to the force majeure circumstances, which include, without limitation, circumstances, which are extraordinary and insurmountable under the given conditions, which occurred after conclusion hereof and which prevent the Parties from fulfilment of their obligations hereunder, including:

13.1.1. earthquakes, floods, hurricanes or other acts of God, fires, industrial disasters and catastrophes, engineering structure and utility system accidents, including accidents at the power provider facilities, mass disturbances, military actions, riots, civil unrest, epidemics, pandemics, blockades, embargoes, terrorist actions, declared or actual war, strikes, as well as other circumstances, which the Company could not foresee and predict in advance;

13.1.2. decrees or resolutions of public authorities restricting the Company's activities for provision of the Services.

13.2. If any Party does not notify the other Party of occurrence and termination of the force majeure circumstances, the Party concerned shall not be entitled to refer thereto as to the grounds for exemption from liability, except when occurrence of such circumstances also prevents notification.

13.3. In case of occurrence of the force majeure circumstances, the deadline for fulfilment of the obligations hereunder shall be postponed in proportion to the time, during which such circumstances remain in force, without compensation for any losses.

13.4. The Party hereto that has delayed fulfilment of an obligation shall not be entitled to refer to the force majeure circumstances, which have occurred after the deadline for the obligation fulfilment.

13.5. If the force majeure circumstances, which have caused damage to the Company, remain in force for more than 30 (thirty) consecutive days, the Company shall be entitled to repudiate the Agreement on the specified basis by posting relevant information on the Pruffme Website, or, in case of impossibility to post the information thereon, in any of the mass media provided for by Law No. 2124-1 of the Russian Federation On Mass Media dated 27.12.1991. In this case, the Agreement shall be considered terminated from the date specified in the communication of the Company.

14. Dispute Settlement

14.1. All disputes and disagreements, which have arisen or may arise out of this Agreement, shall be settled by means of negotiations on the basis of a written claim of one of the Parties. The Parties shall endeavor to resolve disputes by means of negotiations.

14.2. Upon receipt of a claim from the User, the Company shall satisfy the demands made in the claim within twenty (20) business days or send a substantiated refusal to the User.

14.3. The Parties shall transfer notices, claims, requests, statements, communications, and other official materials to each other in the following manner:

14.3.1. from the Company to the User - by posting thereof in the Personal User Profile, unless otherwise provided for in the corresponding clause of the Agreement or Exhibits hereto;

14.3.2. from the User to the Company - in a written form by facsimile or registered mail, as well as by e-mail to support@pruffme.com on a mandatory basis, unless otherwise provided for in the corresponding clause of the Agreement or Exhibits hereto; Written requests sent by the User to the Company shall be signed by the User. Written requests not signed by the User shall not be accepted by the Company for consideration.

14.4. If the dispute is not resolved through a complaint procedure within sixty (60) days, either Party shall be entitled to refer the dispute to a court at the location of the Company in accordance with the procedure established by the current legislation of the Russian Federation.

15. Personal Data

15.1. Personal Data processing principles:

- The Personal Data is processed in accordance with Federal Law No. 152-Φ3 On Personal Data, as well as in accordance with the Personal Data Processing Policy of the Company available at <https://pruffme.com/pages/privacy/>;

- The Personal Data processing inconsistent with the purposes of collection (receipt) of the Personal Data is prohibited;

- The Personal Data processing is allowed only with the consent of the Personal Data owner;

- The Personal Data is stored in a form that allows determination of the Personal Data owner within a period that corresponds to the purposes of the Personal Data processing.

15.2. Purposes of the Personal Data processing, compliance with the provisions of the current legislation of the Russian Federation, provision of the Services and execution of contracts and agreements concluded by the Company with individuals and legal entities.

16. Miscellaneous

16.1. The Company shall be entitled to engage third parties in provision of certain specific Services to the User.

16.2. Unless otherwise provided for hereby, data entries (records) on the Company's Servers shall be a sufficient proof of the actions performed by the User, regardless of the method and/or technical device, with the help of which they have been performed.

16.3. The time of all actions (transactions) hereunder shall be Moscow time determined on the basis of the records on the Company's Servers, unless a different procedure for determination of time has been additionally agreed upon.

16.4. In case of discrepancies between the terms hereof, the terms hereof shall prevail.

16.5. Addresses, Contact and Banking Details of the Parties:

Company profile:**Full business name of the Company in Russian:**

Общество с ограниченной ответственностью «Пруффми» (Pruffme Limited Liability Company)

Abbreviated business name of the Company in Russian:

ООО «Пруффми» (Pruffme Ltd)

Full business name of the Company in English:

Pruffme Limited Liability Company

Abbreviated name of the Company in English:

Pruffme Ltd

Registered address: 192029, Saint Petersburg, Obukhovskoi Oborony pr-kt, house 70, building 2, premises 1-H, part of room No. 286

Visiting address: 197022, Saint Petersburg, pr. Medikov, 3, letter A.

INN (Taxpayer Identification Number) 7811177643

KPP (Tax Registration Reason Code) 781101001

OGRN (Primary State Registration Number) 1157847085285

E-mail: support@pruffme.com

Banking details:

Settlement account No. 40702810232030002124

Full business name of the entity:

SAINT PETERSBURG BRANCH OF ALFA-BANK JSC

Abbreviated business name of the entity:

SAINT PETERSBURG BRANCH.

Location of the Bank: 191123, Saint Petersburg, ul. Furshtatskaia, 40, letter A

INN 7728168971

KPP at the location 783502001

Correspondent account 30101810600000000786

BIK (Bank Identification Code) 044030786