

Agreement on the use of the site and the processing of personal data

Saint-Petersburg, January 26, 2018

Representation of the JSC mageba (Switzerland) in the Russian Federation: (Vladimirsky Prospect, 23a) TIN: 9909419726; TRPC: 783551001; tel. +7 (495) 967 93 20 (further referred to as the Site Administration), in accordance with Article 437 of the Civil Code of the Russian Federation, publishes this public offer to any individual or legal entity (further - the User) wishing to receive the information and services by the use of the Site and the processing of personal data (further - the Agreement) under the conditions specified below.

This agreement applies to all information published and services provided on the website: <http://www.mageba-russia.ru/> (hereafter referred to as the Site)

Use of the Site means that the User is unconditionally consent to this agreement and the terms of processing of his personal information specified therein. In case of disagreement with the terms of the agreement, the User is obliged to immediately abandon the use of the Site.

1. Terms and definitions

1.1. The following terms and definitions apply to this document for both parties:

- Site implies the computer program (as a whole, and its components) placed on the hosting service, which is a collection of data and commands, source codes, databases, visual works included and provided by the Site administration in the composition of this Site, as well as all documentation on its use.
- User is the User of the Site.
- Personal data is information or a collection of information about the User that, with his help, has been identified or can specifically be identified.
- Scripts are components and functional blocks of the Site that run on the user's computer.
- Browser is the application software for viewing web sites and managing web applications.
- A computer in this agreement is any electronic computing device (computer) that is capable of executing (reproducing) the Site.
- Site Administration - is a person or group of persons who have the rights to administer the Site.
- Site software - a set of programs that allow you to perform automated processing of information on Site.

2. Subject of the Agreement

- 2.1. The subject of this Agreement is the provision of services and information on the site by the Site Administration.
- 2.2. Use of information and services of the Site is governed by this agreement and the norms of the current legislation of the Russian Federation.
- 2.3. This Agreement is a public offer (Article 437 of the Civil Code of the Russian Federation). By accessing the information and services of the Site, the user is deemed to have agreed to and accepted this Agreement.
- 2.4. The Site and the information published, including any information on products, goods, services and prices, is purely informational in nature and under no circumstances this information is a public offer (Article 437 of the Civil Code of the Russian Federation).
- 2.5. The Site Administration may at any time unilaterally change the terms of this Agreement without any special notification. Such changes come into force from the moment of posting a new version of the Agreement on the Site. If the user disagrees with the changes made, he must stop accessing and using the Site as well as the information and services published and provided.
- 2.6. The Site Administration reserves the right to suspend the provision of the services that are the subject of this Agreement, at any time without prior notice, if necessary to update information or conduct technical work on the Site, for security reasons or as a result of force majeure.

3. Rights and obligations of the parties

- 3.1. The User agrees not to perform any actions, which can be considered as violation of the current legislation of the Russian Federation or international legislation, including complying with adequate standards of behaving on the Site, as distributing spam or malicious software. The User does not violate norms of legislations in the sphere of intellectual property, copyright and/or related rights, nor take any action that lead or may lead to a violation of the normal operation and the services of the Site.
- 3.2. Comments and other posts of the user on the Site must not contradict with legislation of Russian Federation and common standards of morality.
- 3.3. The Site provides the User with the opportunity to use the Site software "as it is" and in full volume permitted by the current legislation, the Site Administration does not give any guarantees or statements and does not accept any additional conditions in connection with the use of the Site.
- 3.4. The User bears full responsibility for possible negative consequences caused by the incompatibility or conflicts of the Site with other software products installed on the user's computer.
- 3.5. The User is warned that the Site Administration is not responsible for visiting and using external resources, the links to which may be linked on the site.

- 3.6. The User accepts the provision that all information and services of the Site or any part thereof may be accompanied by advertising and other marketing activities.
 - 3.7. The User is prohibited in any way, including hacking, deceiving, trying to access the login and password of other Users, to close or destroy the functionality of the site.
 - 3.8. The Site Administration is obliged to block the personal data related to the relevant User from the moment of the request of the User (or his legal representative) or the competent authority for the protection of personal data rights for the verification period in case of revealing unreliable personal data or illegal actions.
 - 3.9. The Administration of the Site reserves the right to suspend use and access to the Site for preventive work at any time.
4. Terms of Intellectual Rights (Rights)
 - 4.1. All Rights for the site and for using the domain (mageba-russia.ru) belong to the Site Administration.
 - 4.2. Nothing in this Agreement can be regarded as transfer of exclusive rights to any information or services on the Site.
 - 4.3. Use of the services and information on the Site without the consent of the Site Administration is not allowed (article 1270 of the Civil Code of the Russian Federation). For the legitimate use of the services and information on the Site, it is necessary to conclude licensing agreements (obtaining licenses) from the Site Administration.
 - 4.4. Except for the cases stated by the current legislation of the Russian Federation, any content cannot be copied, downloaded, distributed or otherwise, in parts or completely without the prior written permission of the Site Administration.
 - 4.5. When citing the information published on the Site, including copyrighted works, a link to the Site is required (subparagraph 1, clause 1 of Article 1274 of the Civil Code of the Russian Federation).
 5. Protection of personal information
 - 5.1. Processing of the User's personal data is carried out without any time limit by any lawful means, including information systems of personal data using automation tools or without using such means. The processing of the personal data of the users is carried out in accordance with the Federal Law of July 27, 2006 N 152-FZ "On Personal Data".
 - 5.2. By providing his personal data when interacting with the Site, the User gives the Site Administration his consent to store, process and use his personal data in various ways for the purposes specified in this Agreement.
 - 5.3. Within the framework of this policy, the User's personal information is understood as:
 - Personal information that the User provides about himself or during the use of the Site, including personal data of the User: name, first name, patronymic, telephone number, e-mail address. Information required for the use of the Site is marked in a special way. Other information is provided by the User at its discretion.
 - Data that is automatically transmitted to the Site as it is used by the User installed software on the computer, including the IP address, scripts, cookie data, information about the User's browser (or other program that accesses the site), technical characteristics of the equipment and software used by the User, the date and time of access to the Site, the addresses of the requested pages and other similar information.
 - Other information about the User, processing of which is provided by the Agreement.
 - 5.4. The Site Administration uses the User's personal data for the purposes of:
 - Ensuring the fulfilment of the obligations of the contract of which the User is a party.
 - Establishing feedback with the User, including sending notifications, requests regarding the use of the Site, rendering services, processing requests and applications from the User.
 - Providing the customer with effective client and technical support in case of problems related to the use of the Site or the services of the administration.
 - Carry out marketing activities with the consent of the User.
 - 5.5. The Site Administration undertakes all possible measures to protect the personal data of the User of the Site from unauthorized access, modification, disclosure and does not disclose the information received from the User. In this case, disclosure of information in the case when the duty of such disclosure is established by the requirements of the current legislation of the Russian Federation is not considered a violation of obligations.
 - 5.6. With respect to the User's personal information, its confidentiality remains, except for cases of voluntary provision of information by the User about himself for general access to an unlimited number of persons.
 - 5.7. The Site has the right to transfer the user's personal information to third parties in the following cases:
 - The User has consented to such actions.
 - The transfer is necessary for the User to use a certain service of the site or for the performance of a certain Agreement or contract with the User.
 - The transfer is provided by Russian or other applicable legislation in accordance with the procedure established by law.
 - In the event of the sale of the Site, all obligations to comply with the terms of this Policy in relation to personal information received by it are transferred.
 - 5.8. With the loss or disclosure of personal data, the Site Administration informs the User about the loss or disclosure of personal data.

6. Responsibility of the parties and resolution of disputes.

6.1. In case of loss or disclosure of confidential information, the Site Administration is not liable if this confidential information:

- Became publicly available until it is lost or divulged.
- It was received from a third party until it was received by the Site Administration.
- It was disclosed with the consent of the User.
- In other cases provided by applicable law.

6.2. All possible disputes arising from or related to this Agreement shall be resolved in accordance with the applicable laws of the Russian Federation.

7. Final Provisions

7.1. The current version of the Agreement is available on the page at: <http://www.mageba-russia.ru/en/636/Legal-Notice.htm>.

7.2. Recognition by a court of any provision of the Agreement as invalid does not entail invalidity of other provisions of the Agreement.

7.3. Under no circumstances shall the Site Administration be liable to the User or third parties for any damages, including lost profits caused by the use of the Site and its contents.