

Terms of Service Agreement

Please, note: this text is a translation of the Terms of Service Agreement, originally written in Russian. In case of any differences or inconsistencies between the original version and the translation, the Russian version will be considered the authoritative and legally binding document.

Please, read the following Terms of Service (hereinafter - "Terms") carefully. These Terms are applicable to all users of our services (hereinafter - "Services"). If you are accessing the Services on behalf of a legal entity, you represent and warrant that you are authorized to bind that entity to this Agreement, and by agreeing to these Terms, you are binding that legal entity to this Agreement.

By clicking "Register", you accept these Terms and confirm that you agree to be bound by this Agreement and any other policies and terms available on Widgenta Site. All terms and policies have clickable links and may be modified from time to time without prior notice. You also confirm that you have received the Privacy Policy. By using Widgenta Site, ordering the Services, or being engaged in any E-transaction regarding the Services, you agree to receive any updates to the Privacy Policy when accessing Widgenta Site. By using Widgenta Site or obtaining our Services or products, you agree to have your personal data collected and processed in accordance with the terms of the Privacy Policy.

1. Terms and definitions

"Acceptable Use Policy" refers to the policy currently available at widgenta.com, as it may be updated from time to time.

"Account data" - personal information provided by the User when creating and administrating Widgenta Account, including names, usernames, telephone numbers, emails, payment information related to the Account.

"Applications" - types of applications available to the User.

"Company" ("We", "Our", "Us") - Widgenta LLC, Individual Tax Payer Number (INN) 7840090250, Classifier of Industrial Enterprises (KPP) 781101001, Primary State Registration Number (OGRN) 1197847221285.

"Content" - software (including machine images), data, text, audio, video or images.

"Customer" - legal entity, sole trader, tax resident of the Russian Federation who has a settlement account, as well as an individual who has concluded the Agreement in accordance with the preamble of this Agreement. The Customer is also referred to as "User", "You", "Your".

"Customer's Bank Account" ("User's Bank Account") - Customer's settlement account in rubles opened with a bank and specified by the Customer as the account for debiting the subscription fee in the application for joining the Terms.

"Counter" - segment of the Service designed to be embedded in the Site for the functioning of the Service.

"Data" - set of information regarding the operation of the Site and its visitors, collected by the Service by means of cookies or other technologies that keep records of events related to the activities of Site visitors.

The Service can collect the following information about Site visitors (including but not limited to):

- information about the device used to access the Site: type of the device (mobile phone / tablet / PC / other), its operating system, brand, resolution scale, aspect ratio, size of the Site window displayed on the device, time zone, manufacturer and language of the web browser, presence of ad blockers, as well as data about the Internet provider;
- date and time of accessing the Site;
- duration of the Site visit session;
- number of sessions (visits) on the Site;
- type of visitor (new or returned);
- (geo)location from which the Site is used (continent, country, region, city);

- what resource (for example, a social network or search engine, other traffic sources) the transition to the Site is made from;
- information related to Your activity while using the Site (mouse activity, scrolls, transition through pages, changing the size of the Site window), others.

"Device" - technical device (smartphone, tablet, desktop computer or other device) that has access to the Internet and is used to access the Service and the Personal Dashboard.

"Documentation" includes developer's guides, getting started guides, user's guides, concise reference guides and other technical and operational manuals and specifications for the Services currently available at widgenta.com/help, since the Documentation may be updated from time to time.

"End User" - any individual or legal entity that directly or indirectly via another user: 1) accesses or uses Your Content; b) otherwise accesses or uses the Services under their Account. The term "End User" does not include individuals or legal entities that access or use any Content under their own Widgenta Account, rather than Yours.

"Personal Dashboard" - special secure segment of the Service on the Service Site with the functions of managing access services to the Service, that allows the Customer to use the Service in accordance with the set of the available functions and on the Terms provided by the Agreement and a selected Tariff.

"Policies" include the Acceptable Use Policy, the Website Terms, all restrictions described in Widgenta Content and on Widgenta Site, as well as any other policies or terms mentioned in this Agreement or included in it. Policies do not include technical documents or other marketing materials referenced on Widgenta Site.

"Proposals" - all proposed improvements to the Services that You provide to Us.

"Privacy Policy" - privacy policy for personal data posted on the Service Site on the Internet at widgenta.com that applies to all information the Site may receive from the User during their use of the Site. The Privacy Policy" is currently referenced at widgenta.com/policy, and it may be updated from time to time.

"Script" - sequence of actions by Site visitors that leads to the display of modal and/or pop-up windows (Widgets), as well as corresponding recommendation feeds on the Site

in accordance with the logic specified by the Customer, containing texts and/or other elements with which Site visitors can interact to achieve certain goals.

"Service" means each of the web services provided by Us or Our affiliates.

"Service Site" - website hosted on the Internet at widgenta.com.

"Services" - Services, Widgenta Content, Widgenta Site, and any other product or service provided by Us under this Agreement. The Services do not include Third Party Content.

"Site" - Customer's website, a set of computer programs and other information contained in the information system, access to which is provided through the Internet via domain names registered to the Customer and/or through network addresses of the Customer that identify the Site on the Internet.

"Software" - software provided to the User for interacting with visitors of the User's website, as well as for automating the management of the relationship between the User and their customers. A detailed description of the purpose and functions of the software is specified at widgenta.com

"Tariff" - cost of a display package.

"Third Party Content" - Content that is provided by any third party on Widgenta Site or in combination with the Services.

"User" - any individual or legal entity bound to the Agreement, an authorized representative (an individual authorized by the Customer) who has the authority to dispose of the Customer's Bank Account and has the right on behalf of the Customer to conclude the Agreement and/or use the Service. The User's credentials are automatically checked at the moment of authorization to the Personal Dashboard based on the information contained in the Account;

"User Account" ("Account") - individual account username and password required to log in to the Personal Dashboard.

"Website terms" - website terms currently located at widgenta.com, as they may be updated by from time to time.

"Widgets" - section of the Service with a functionality to send commands to the Site for executing the programmed Scripts (based on the Company templates) and receive responses to the actions of Site visitors.

"Widgenta Content" - Content provided by Widgenta or its affiliates in accordance with the Services or on Widgenta Site in order to ensure access to the Services and its use, including WSDL, Documentation, code sample, software libraries, command-line tools, and other related technologies. Widgenta Content does not include the Services.

"Widgenta Site" means widgenta.com and any successor or related websites designated by Us.

"Your Content" - Content that you or any End User submit to us for processing, storage or hosting by the Services regarding your Widgenta Account and any computational results that You or any End User receive from the above as a result of their use of the Services. Your Content does not contain Account information.

"Your Materials" - Content that You post or otherwise submit to developers forums, code sample repositories, public data repositories, or similar community-driven areas of Widgenta Site or the Services.

2. General Provisions

2.1. In accordance with Article 431.2 of the Civil Code of the Russian Federation, The Customer provides the Company with assurance that the User is a representative of the Customer authorised to receive information transmitted through the Service and perform other actions provided for in the Agreement.

2.2. In accordance with Article 431.2 of the Civil Code of the Russian Federation, The Customer provides the Company with assurance that the User has familiarised themselves with all the documents that are an integral part of this Agreement, and they understand the meanings of the terms, words and expressions used in the Agreement according to their normative-legal definition and/or interpretation specified in the Agreement.

2.3. The Company carries out the following:

- Identification and authentication of the Customer, who is an individual, by their username and password entered by them in the authorization form when logging into the Personal Dashboard;
- Authentication of the User in the Personal Dashboard of the Customer who is a legal entity, sole trader, tax resident of the Russian Federation, by their username and password entered by them respectively in the software interface.

3. Subject of the Agreement

3.1. The Company provides the Customer with the opportunity to use the Service, hosted on the Service Site, and the Customer undertakes to pay for the use of the Service in accordance with the selected Tariff, functionality of the Service and this Agreement.

3.2. Within the framework of the Service, the “Widgets” functionality is available for the Customer to choose from. The content of the Service is determined based on the Tariff selected by the Customer.

3.3. Under this Agreement, the Customer is prohibited from:

- Sublicensing, selling, assigning, leasing, distributing, transferring, or otherwise granting the rights granted to the Customer under this Agreement;
- Modifying, improving, translating into other languages, decompiling, disassembling, decoding, emulating, compromising integrity, restoring the source code of the Service or any of its parts.

4. Use of Services

4. 1. General Provisions. You may access and use the Services in accordance with this Agreement. You agree to comply with all laws, rules, and regulations applicable to Your use of the Services, including the Acceptable Use Policy and other Policies.

4.2. Your Account. To access the Services, you need to create a Widgenta account associated with a valid email address. You may only create one account for each email address. You are responsible for all actions taken under your Account, whether by You, Your employees, or a third party (including your contractors or agents), and except as caused by Our breach of this Agreement, We and Our affiliates are not liable for any

unauthorized access to Your Account. You are to promptly contact Us if You believe Your Account may be used by an unauthorized third party or if information about Your Account is lost or stolen. You may terminate Your Account and this Agreement at any time in accordance with Section 8.

4.3. Third Party Content. Third Party Content, such as software applications provided by third parties, may be made available to You directly by other companies or individuals on individual terms, including individual fees and charges. Since We may not have tested or verified Third Party Content, You use any Third Party Content at your own risk.

5. Tariff selection and change

5.1. The Customer agrees to have the Tariff determined by the Company

5.2. We may change, terminate, or discontinue any of the Services (including the Services as a whole) or modify or remove features or functionalities of the Applications and Services from time to time.

6. Payment terms

6.1 The cost of the granted right to use the software is determined by the Company unilaterally and is indicated on the Service Site.

6.2 Payment for the granted right to use the software is made as an advance payment from the User's Bank Account. The User deposits a prepayment (advance payment) for the Services to their Account on the Service Site using non-cash bank transfer or online payment with a bank card, electronic money, or any other method not contradicting the norms of the current legislation.

6.3 By making payment for the granted right to use the software with a bank card, the User agrees to recurring payment according to the Tariff amount specified on the Service Site. To terminate recurring payment, the User needs to cancel the auto-payment function in their Personal Dashboard on the Service Site.

6.4 When paying for the granted right to use the software based on an invoice, primary accounting documents are created immediately after the Company deposits the funds to the User's Personal Dashboard. The User has the right to use the funds from their balance at their discretion. The User can review all their expenses in detail in the Personal Dashboard.

Primary accounting documents are provided to the User in the form of an electronic document signed with a reinforced qualified electronic signature through Electronic Document Management System (EDMS) if the User has EDMS connected. If EDMS is not available, primary accounting documents are provided in electronic form (scan) to the email address specified during the registration of the Account. The Company undertakes to sign primary accounting documents within 3 working days and send it to the User.

6.5 If the User decides to opt out of using the software by deleting the access code to Widgenta system from the Site or terminating the Agreement prematurely, the advance payment or remaining funds are non-refundable.

6.6 The Parties have concluded that primary accounting documents confirming the execution of this Agreement are not drawn up or signed by the User and the Company. However, the Parties establish that the total amount of funds spent during the period of interest to the User will be determined by the User based on the data reflected in the Personal Dashboard on the Service Site.

6.7 Expanding usage rights (increasing the number of software options and user operators) during their validity period is carried out at prices that are relevant at the time of expanding the rights. Prices for expanding the rights may be revised by the Company without prior notice, but with mandatory placement of relevant information on the Service website.

6.8 The Customer grants the Company the right to be charged in accordance with the selected Tariff under the Agreement by debiting funds in the amount defined by the Tariff Plan for the period, a settlement document/order from the Company (including a bank order) from the Customer's Bank Account (bank card) in settlement using a bank order or collection without additional instructions or consent from the Customer.

If there are insufficient or absent funds in the Customer's Bank Account (bank card) for payment under the Agreement, the Company's settlement document is placed in the queue of unfulfilled instructions and is fully executed as funds are received in the order established by the legislation of the Russian Federation.

The right granted by the Customer to the Company to debit funds in settlement using a bank order is valid from the day following the date of conclusion of the Agreement until the completion of settlements upon termination of the Agreement.

6.9. If the User purchases the right to use the software for a year as part of a sales promotion, but for any reason stops using the software before the end of the special price period, the price for the period of software usage is calculated at the standard rate, as the terms of the sales promotion are considered not fulfilled.

6.10. The absence of funds on the Customer's Bank Account (bank card), as well as the inability for the Company to debit funds from the Customer's Bank Account (card) due to suspension of operations on the Customer's Bank Account or other reasons, does not exempt the Customer from the obligation to make timely payments as established by the Agreement.

6.11. If the Company is unable to debit the payment amount within 3 days, the Company has the right to unilaterally terminate this Agreement without prior notice to the Customer.

6.12. Payment for the Services is made in Russian rubles or in foreign currency in which the cost of Services is specified in the invoice, in non-cash form.

6.13. Closing documents are sent upon the Customer's request. The Company has the right to use a universal transfer document for this purpose (hereinafter - UTD).

6.14. The Company has the right to send a signed UTD in accordance with the procedure established in Clause 13.5 of the Agreement. Original UTDs on paper are provided upon written request from the Customer. The Customer undertakes to reimburse the Company for expenses related to the preparation and sending of original UTDs on paper by mail or courier service based on an invoice issued by the Company within 3 (three) working days from the date of its issuance. The Company sends original UTDs within 5 (five) days from the date of receiving payment for invoice expenses.

6.15. UTD is provided by the Company within the deadlines established by the tax legislation of the Russian Federation.

6.16. You agree to pay Widgenta any fees for each Service You purchase or use, in accordance with the prices and payment terms presented to You for that Service.

Where applicable, You will be invoiced using the invoicing method You select in the Account settings. Fees paid by You are non-refundable, except as provided in these Terms or as required by law.

6.17. Some of the Services are paid on a subscription basis (hereinafter - "Subscriptions"). This means that you will be invoiced in advance on a recurring basis (each period is called a "Billing cycle"). Cycles are typically monthly or annual, depending on the Subscription plan you choose when purchasing the Subscription. Your Subscription will automatically renew at the end of each billing cycle unless you cancel the automatic renewal through the Account Settings or by contacting Our customer support. As sad as it may be for Us, You can cancel the automatic renewal of Your Subscription at any time, and in that case, your Subscription will continue until the end of that billing cycle. You may cancel the automatic renewal of the Subscription immediately after starting the Subscription if You do not want it to renew.

6.18 Widgenta may change the fees charged for the Services at any time, provided that, the change for the Subscription-based Services will only take effect at the end of the current billing cycle of Your Subscription. Widgenta will provide You with a reasonable prior written notice of any changes in fees to allow You to cancel Your Subscription before the change takes effect.

6.19. Our financial transactions are processed by VTB Bank.

6.20. General provisions. We may suspend Your right or the right of any End User to access or use any part or all of the Services immediately upon notice to You if We determine that:

- a) Your or any End User's use or registration for the Services (i) poses a security threat to the Services or any third party, (ii) may adversely affect the Services or systems or Content of any other Widgenta Customer, (iii) may subject Us, Our affiliates, or any third party to liability, or (iv) may be fraudulent;
- b) You or any End User breaches this Agreement, including if You have failed to meet your payment obligations for more than 15 days;
- c) You have ceased Your operations, made an assignment for the benefit of creditors, or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding;

- d) You have created User Accounts or collected information automatically without Our explicit permission.

6.21. Consequences of suspension. If we suspend Your right to access or use any part or all of the Services:

- a) You are liable for all fees and charges incurred up to the date of suspension;
- b) You remain liable for any applicable fees and charges for any Services to which You continue to have access, as well as applicable fees and charges for data storage, as well as fees and charges for ongoing tasks performed after the date of suspension.

Our right to suspend Your right or the right of any End User to access or use the Services is an addition to Our right to terminate this Agreement in accordance with Clause 8.2

7. Service Operation

7.1. In order to obtain the code, the Customer needs to perform the following actions:

- During the registration process, specify the name of the Site that will be connected to the Service;
- Click the "Copy Code" button.

The code and instructions on how to copy and embed the Service into computer programs constituting the Site will be provided to the Customer through the Personal Dashboard during the term of the Agreement. The code will be provided to the Customer in a format suitable for placement on the Site.

7.2. The functionality and capabilities of the Service, materials and information posted on the Service Site, as well as the code, are provided "as is". The Company does not provide any guarantees regarding the suitability of all of the above for specific purposes and expectations of the User, and also does not provide any other guarantees not expressly stated in the Agreement. During the term of the Agreement, the Company takes necessary measures to maintain the operability of the Service. However, the Company is not obligated to respond to the Customer's messages regarding errors (malfunctioning) of the Service, make changes to the functioning of the Service, and is

not responsible for any delays or interruptions in the operability of the Service due to non-functioning communication nodes or other objective technological reasons not caused by the Company, as well as due to actions or inactions of third parties, data transmission or connection problems, power outages not caused by the Company.

7.3. The Customer has the right to report all errors and technical malfunctions of the Service (except for issues related to the creation and configuration of the Script) by sending a message with a detailed description through the Personal Dashboard using the email address or phone number specified in the "Support" section.

7.4. By providing visitors of the Site with the opportunity to use the Site with the connected Service, the Customer confirms that they have tested the operation of the Service, assumed all possible risks associated with providing such access and using the Service as a whole, and agrees with the settings created by them for the Service.

8. Rights and obligations

8.1 The Company undertakes to:

8.1.1. Ensure and maintain the confidentiality of information about Site visitors obtained during the use of the Service;

8.1.2. During the term of the Agreement, refrain from any actions that may hinder the Customer's exercise of the right to use the Service within the limits established by the Agreement.

8.1.3. During the term of the Agreement provide the Customer with the opportunity to use the Service to the extent of its functionality, as determined with the selected Tariff, in accordance with the Terms of the Agreement;

8.1.5. Notify the Customer of the suspension of their access to the Service through the Personal Dashboard or the email address provided during registration or authentication in the Service:

- For the purpose of conducting planned repairs and/or preventive maintenance work by the Company, at least 5 (Five) working days before suspending access to the Service;

- For the purpose of conducting emergency repair work by the Company, at least 1 (one) calendar day before suspending access to the Service.

8.2. The company has the right to:

8.2.1. Suspend access to the Service, configure the Service, for technical and other reasons, for the duration of such reasons' elimination;

8.2.2. Unilaterally terminate the Agreement in accordance with Section 13 of the Agreement;

8.2.3. At any time, without special notice and at its own initiative, update the software included in the Service, configure the Service, delete and modify the Service Scripts;

8.2.4. Analyse the operation, results, and data obtained as a result of the Scripts' execution;

8.2.5. Provide the Customer support (operational and technical) during the term of the Agreement regarding issues related to working with the Service through the email or by informing through the Personal Dashboard;

8.2.6. Provide the Customer with a free trial period from the moment of the Customer's joining the Terms of the Agreement. After this period, the Customer uses the Service on the Terms of the Agreement. Only one trial period for testing the Service can be provided to one Customer. This period can be extended at the discretion of the Company. If the Customer is already provided with any functionality of the Service and the Customer adds additional functionality of the Service, then the trial period for testing the additional functionality of the Service is provided to the Customer until the first day of the subsequent reporting period for the already provided functionality of the Service;

8.2.7. Send service, informational, and promotional messages to Users using communication means, including telecommunications networks, using telephone and mobile radio-telephone communications (including SMS messages), and via the Internet.

8.3. The Customer undertakes to:

8.3.1. Comply with all the requirements of the Agreement and the legislation of the Russian Federation related to the execution of the Agreement;

8.3.2. Ensure and maintain the confidentiality of information obtained when using the Service, including User Account, Data, and other information resulting from the interaction of Site visitors with the Site's functionality and reflected in the Service;

8.3.3. Not use the Service to violate the rights of third parties or for purposes that contradict the current legislation;

8.3.4. Not perform any actions that may lead to the appearance of hidden functional capabilities (undocumented changes, operations, or embedded malware), computer viruses, trojans, self-destruct mechanisms, copy protection mechanisms, and other similar machine commands that may deactivate, destroy, or alter the Company's data, software, hardware, and equipment;

8.3.6. Provide full assistance to the Company in case of claims (demands, lawsuits) against the Company by third parties (including state, municipal authorities, and foreign state and/or municipal authorities) regarding the violation of their rights (or the rights of other third parties - subjects of personal data) as a result of the Customer's use of the Service and/or the Counter. The Customer also agrees to reimburse the Company in full for any funds paid by the Company to third parties related to the violation of third parties' rights, legal costs incurred by the Company, and other expenses if required by a court decision, an arbitration court decision, or a decision made as a result of dispute resolution procedure;

8.3.7. Provide confirmation of the legality of Data processing within 3 (three) working days from receiving a request from the Company (sent to the Customer in the manner specified in Clause 13.5 of the Agreement). If the Customer fails to provide confirmation, the Customer agrees to settle all claims from Site visitors, state and/or municipal authorities, and other individuals against the Company at their own expense. The Customer also agrees to reimburse any losses and expenses incurred by the Company as a result of not providing such confirmation.

8.4. The Customer has the right to:

8.4.1. Use the Service in accordance with the Terms of the Agreement;

8.4.2. Provide access to the Service to Users at Customer's discretion, provided that the Terms are complied with;

8.4.3. During the term of the Agreement, access the Service in accordance with the selected Tariff;

8.4.4. Unilaterally terminate the Agreement in the manner provided for in Section 13 of the Agreement.

9. Personal Data processing

9.1. The Customer agrees that the Service carries out automated processing of Site's visitors Data and automatically transfers it to the Company for personalization and improving the customer service.

9.2. The Customer must inform Site visitors about the use of the Service and obtain all necessary consent from Site visitors for the processing of Data that may be collected as a part of the Customer's use of the Service, as required by applicable law. The notification is to be posted on any part of the Site in such a way that every new Site visitor has an opportunity to read it before using the Site, and to include the following statement: "This website uses "Widgenta", a web analytics service provided by Widgenta LLC". This means that when You use the website, Widgenta LLC collects and processes certain data about Your activities. By continuing to use it, You agree to Widgenta LLC processing such data on the terms indicated at the following link: widgenta.com".

9.3. The Company reserves the right to verify the Customer's compliance with Clause 8.2 of this Agreement and to suspend the performance of the Agreement for a period determined by the Company, and/or to terminate the Agreement unilaterally and extrajudicially in case of non-compliance.

9.4. The Customer is solely responsible for the lawful use of the Service on the Site.

9.5. The Customer acknowledges and takes into account that the Company does not know and cannot know what information is contained in the Data recorded by the Service on the Site. The Service operates fully automatically, without analysing the actual content and meaning of the information posted on the Site's pages.

9.6. The Company processes Users' personal data for the purpose of providing access to and use of the Service and the Personal Dashboard, as well as processing claims related to the use of the Service (including the following actions: collection, recording,

systematization, accumulation, storage, clarification (updating, modification), extraction, use, depersonalization, blocking, deletion, destruction). Such Data includes last name, first name, patronymic, phone number, email address, name and Individual Tax Payer Number (INN) of the organization (employer) represented by the User, the Customer's Individual Tax Payer Number (INN). The processing of the Users' Personal Data is carried out in accordance with Our Privacy Policy (widgenta.com/policy). The Personal Data specified in this Clause 9.6 is processed by the Company during the terms of the Agreement and for three years after the termination of the Agreement on any grounds, unless otherwise provided by applicable law. The terms related to the processing of Personal Data are interpreted in accordance with Federal Law No. 152-FZ "On Personal Data" enacted July 27, 2006.

9.7. In accordance with Article 312.4 of the Civil Code of the Russian Federation, the Customer assures the Company that they have informed their Users about the processing of their Personal Data by the Company as mentioned above, ensured the lawfulness of such processing, and guarantees that they have provided legal grounds for processing the Users' Personal Data to the extent provided by the Customer for the purpose of receiving service, informational, and advertising messages from the User through communication means, including telecommunications networks, using telephone and radio-telephone communications (including SMS messages), via the Internet.

9.8. Upon a request from the Company (sent to the Customer in accordance with Clause 13.5 of this Agreement), no later than 3 (three) working days from the date of receiving the respective request, the Customer undertakes to provide confirmation of the lawfulness of the aforementioned processing of Data and Personal Data of the Users. In case the Customer fails to provide confirmation of the existence of such grounds, they undertake to settle all claims from Site visitors, Users, state and/or municipal authorities, and other individuals against the Company at their own expense, as well as compensate for any losses and expenses incurred by the Company as a result of not providing such confirmation and non-performance of other obligations specified in this Clause.

10. Confidentiality

10.1. Within this Agreement, confidential information refers to any information concerning the subject of the Agreement, the process of its prosecution and

corresponding results, as well as any information of technical, business or other nature directly or indirectly referring to the relationship between the Company and the Customer within the Agreement, the functionality of the Service (hereinafter - "Confidential information")

10.2. Information concerning the fact of the conclusion of the Agreement between the Company and the Customer is not related to Confidential information.

10.3. Confidential information also does not include the following:

- Information made publicly available by the will of its owner;
- Information access to which cannot be restricted in accordance with the legislation of the Russian Federation;
- Information known to the Parties before the conclusion of the Agreement and the preparation of its conclusion.

10.4. Both Parties are to ensure security of Confidential information obtained within the Agreement from unauthorized use, distribution or publication. Such information cannot be transferred to third parties without a written consent of the second Party, or used for purposes other than fulfilling the obligations under the Agreement.

10.5. The Party is to inform in written the second Party immediately after detecting an attempt of unauthorized access to information containing Confidential information.

10.6. In accordance with the legislation of the Russian Federation, in case of disclosure of Confidential information by one of the Parties, this Party is to reimburse the other Party all documented losses that are incurred as a result of such disclosure.

10.7. The obligations of the Parties to ensure security of Confidential Information apply for the entire duration of the Agreement, and for 5 (five) years after its termination.

11. Liability

11.1. The Parties shall be liable for non-performance or improper performance of their obligations in accordance with the legislation of the Russian Federation and the Terms of the Agreement.

11.2. The Parties undertake to ensure confidentiality and security of Data in accordance with the requirements of the legislation of the Russian Federation, as well as to take all necessary legal, organizational, and technical measures to protect Data from unauthorized or accidental access, destruction, alteration, blocking, copying, provision, distribution, and other unlawful actions.

11.3. The Company shall not be liable for third party access to the Service and the Personal Dashboard if such access has become possible due to unauthorized access by such individuals to the Device or actions of viruses or other malware on the Device or as a result of actions (or inaction) of the User (and/or authorized individual of the User) and/or at the request of the User.

11.4. The Customer shall be fully liable for complying with the requirements of applicable legislation and the rights of third parties, releasing the Company from any claims by third parties (including, but not limited to, Site visitors and authorized government authorities) regarding Data.

11.5. The Customer is to ensure that the User complies with the Terms of the Agreement, the legislation of the Russian Federation on information, information technology, and information protection, the legislation of the Russian Federation on personal data, intellectual property, as well as other requirements of the Russian Federation legislation, and is fully responsible to the Company for all actions of the User including unlawful actions carried out using the User Account, any actions of the User performed through the use of the Service, and violations of the Terms of the Agreement by the User.

11.6. The Customer is solely responsible to third parties for their actions and/or inactions when using the Service, and guarantees that their actions comply with the legal requirements and do not violate the rights and legitimate interests of third parties. The Customer independently and at their own expense undertakes to settle all claims of third parties related to the actions and/or inactions of the Customer when using the Service.

11.7. The Service is provided to the Customer "as is". The Customer confirms, understands, and agrees that the Company does not provide any warranties, expressed or implied, regarding the Service, including that there will be no defects in the software code and/or hidden functional capabilities in the Service that may cause financial

damage to the Customer and/or third parties. The Company explicitly disclaims any implied warranties of suitability of the Service for a particular purpose and expectations of the Customer and/or third parties. The Company is not responsible to the Customer and/or third parties regarding the accuracy, timeliness, completeness, reliability, performance, or continuous operation of the Service. The Company has no obligation and is not required to verify, control, or ensure the operability of the Service, as well as any information and/or data obtained through the Service.

11.8. Except as expressly provided in the Agreement, to the maximum extent permitted by applicable law, the Company does not provide any warranties, explicit, implied, or otherwise, regarding the suitability of the Service for a specific purpose.

11.9. The Company takes all reasonable measures and carries out any necessary actions to maintain the operability of the Service.

11.10. The Company does not provide any warranty service for the Service.

11.11. The Company is not liable for any inability to use the Service that is not caused by the Company.

11.12. The Company does not guarantee correct functioning of the Service (including any template of the Service Script created by the Company) when interacting with Site visitors, nor does it guarantee that results of such interaction will meet Customer's expectations or desired outcomes. However, the Company will make necessary efforts to ensure proper functioning of the Service, including through the development and improvement of the Service Script templates.

11.13. Under no circumstances shall the Company be liable to the Customer or any third parties for any damages, including direct, indirect, intentional, accidental, or consequential damages of any kind, arising from the Agreement or from the use or inability to use the functionality of the Service (including the Script templates developed by the Company) and/or their parts. This includes damages resulting from loss of business reputation, work cessation, technical failure, accidents or malfunctions of the Customer's technical equipment, or any other losses, costs, lost profits, or unjust enrichment. This limitation of liability applies even if the Company was aware or should have been aware of the possibility of such damage, or if the Customer (User) was warned about it. Furthermore, the aggregate liability of the Company under any grounds

provided by the Agreement, tort, or other claims cannot exceed actual documented damages.

11.14. The Agreement does not grant the Customer any rights to use the intellectual property objects, including trademarks and service marks of the Company, except for those expressly granted under the Agreement.

11.15. If the Company and/or the Customer wishes to terminate the current use of the Service due to infringement of third party rights, the Customer is to cease using the Service within one working day of receiving a relevant request from the Company (as defined in Clause 13.5 of this Agreement) or upon becoming aware of the infringement. The Customer is to ensure that their use of the Service does not infringe on the rights of third parties.

11.16. The Customer does not acquire any rights to the Service and its functionality, except those expressly specified in the Agreement. The Customer agrees not to take any actions related to obtaining patents or other documents establishing and confirming rights to protected and/or protectable objects of intellectual property described in the Service. All intellectual property rights, including the right to obtain a patent for protected and/or protectable objects of intellectual property described in the Service, belong to the Company. The Agreement and any other documents between the Parties do not transfer or grant any rights to the Customer regarding protected and/or protectable objects of intellectual property.

12. Force Majeure

12.1. The Parties shall be released from liability for non-performance or improper performance of the obligations under the Agreement that arose after the conclusion of the Agreement if proper performance of the obligations has become impossible due to force majeure, i.e. extraordinary and unavoidable circumstances under the given conditions, which the Parties could not foresee and prevent by reasonable means.

12.2. Force majeure circumstances in relation to the Agreement include: natural disasters (flood, fire, earthquake, storm), war and military actions, mass riots affecting the territory of the respective Party, as well as changes in the Russian Federation legislation directly affecting the performance of obligations under the Agreement. The

presence of force majeure circumstances is to be confirmed by the relevant competent authorities or organizations.

12.3. In case of force majeure, the Party for which proper performance of obligations has become impossible is to notify the other Party within 5 (five) working days and make every effort to reduce the damage caused to the other Party by these circumstances, in accordance with Clause 13.5 of this Agreement. If the Party fails to send or sends a notification late or does not make every effort to reduce the damage, it shall be obliged to compensate the other Party for its losses.

12.4. If the duration of force majeure circumstances or the period for eliminating the consequences of such circumstances exceeds 30 (thirty) calendar days, each Party has the right to terminate the Agreement upon payment of the actual performance by the Parties at the time of termination of the Agreement based on a reconciliation report of mutual settlements.

13. Final Provisions

13.1. The Agreement enters into force upon its conclusion in accordance with the procedure defined in the preamble to the Agreement, and remains in effect until one of the Parties terminates the Agreement in accordance with this Clause of the Agreement ("Term of the Agreement").

13.2. After the termination of the Agreement, the Customer shall immediately cease further use of the Service. Without limiting the generality of the foregoing, upon termination, the Parties undertake to:

- Erase/delete any Confidential Information disclosed by the Parties to each other, contained on any medium, including provided documentation and any other materials on the Service;
- Immediately remove from equipment under the control and management of the Customer, the Counter and all copies thereof (if any), including from the source and/or object code of the Site.

13.3. All disputes and disagreements arising from or in connection with the Agreement, including those concerning its performance, breach, termination or invalidity, shall be resolved through negotiations. In case of failure to reach an agreement during

negotiations, the interested Party shall send a claim to the other Party, signed by an authorized representative. The claim shall be accompanied by supporting documents and justifications for the stated claims, as well as the documents confirming the authority of the person who signed the claim. The Party receiving the claim shall consider it within 10 (ten) working days from the date of receipt and inform the other Party of the results of consideration. In case of failure to settle disputed issues in a pre-trial procedure, as well as in case of failure to receive a response to the claim within the specified period, the dispute shall be considered by the Arbitration Court of St. Petersburg in accordance with the legislation of the Russian Federation.

13.4. The Customer is not entitled to transfer its rights and obligations under the Agreement, in whole or in part, to third parties without the prior written consent of the Company. The Company undertakes to notify the Customer of the assignment of the exclusive right to the Service within 15 (fifteen) working days from the date of the assignment of the right.

13.5. The Parties hereby agree to consider any notifications, documents, and other legally significant messages sent to the User by the Company through the Personal Dashboard or to the email address. Such messages shall be deemed received by the Customer and shall have legal consequences for them from the moment of posting in the Personal Dashboard and/or sending to the email address. Messages received by the Customer at the email address shall be deemed sent by an authorized employee of the Company, provided that they are sent to the Customer from the email address of the domain @widgenta.com. Any notifications and other legally significant messages shall be sent by the Customer to the Company from the email address specified during the registration in the Service, to the address info@widgenta.com. The requirements of the Agreement regarding the sending of notifications, documents, and other legally significant messages by the Parties in writing shall be deemed fulfilled when they are sent by the Parties in accordance with the terms provided for in this Clause of this Agreement.

13.6. The Agreement may be amended by the Company unilaterally. The new/modified version of the Agreement is published by the Company on the Service Site. The User, during each visit to the Service Site (when authorizing to the Personal Dashboard) and before starting to use the Service and/or actually logging into the Personal Dashboard, undertakes to familiarize themselves with the edition of the Agreement valid at the time

of visiting the Service Site or using the Service. Any conclusive actions (use of the Service, login to the Personal Dashboard, use of the Counter, visit to the Service Site), made by the User after the Company has made changes to the Terms of this Agreement and published a new/modified version of the Agreement on the Service Site, shall be considered as the Customer agreement to change the Terms of this Agreement in accordance with the new/modified edition published by the Company on the Service Site (without any restrictions, exceptions, and/or exclusions of the terms of this Agreement).

The corresponding changes to the Agreement come into effect from the date of their publication, unless otherwise specified in the relevant publication. If the Customer does not agree with the changes and/or with the new edition of the Agreement (including any individual provision or with the new edition of the Agreement as a whole), the Customer is to immediately cease any use of the Service, as well as immediately (on the day of first login to the Personal Dashboard after the publication of the new/modified edition of the Agreement on the Service Site) send a notification to the Company (in accordance with Clause 13.5 of the Agreement) stating their disagreement with the changes and/or with the new edition of the Agreement. The Parties hereby agree that such notification from the Customer, sent through the Personal Dashboard, stating the Customer's disagreement with the changes and/or with the new edition of the Agreement, shall be considered as the Customer's unilateral termination of the Agreement. In this case, the Agreement will be considered terminated from the date the Customer sends such notification through the Personal Dashboard.

13.7. Each Party has the right to unilaterally and extrajudicially terminate the Agreement by sending a message to the other Party using the functionality of the Personal Dashboard. The Agreement will be considered terminated from the date of sending such notification.

13.8. The Company has the right to suspend the Customer's use of the Service and the Personal Dashboard in case of any violation of the Agreement by the Customer, with notification to the Customer in accordance with Clause 13.5 of the Agreement.

13.9. The relationship between the Parties arising within the framework and in connection with this Agreement (including those related to issues not directly regulated by it) shall be governed by the legislation of the Russian Federation.

13.10. The obligations of the Parties under the Agreement that, by their nature, continue to apply (including obligations regarding confidentiality, settlement of accounts, payment of penalties, but not limited to these), shall remain in effect after the expiration of the Term of the Agreement.

14. Ownership

14.1. Your Content. In the relationship between You and Us, You or Your licensors own all rights, ownership, and interests in relation to Your Content. Except as provided in Section 9, We do not receive any rights under this Agreement from You or Your licensors to Your Content, including any intellectual property rights associated with it. You agree that We may use Your Content to provide the Services to You and any End Users.

14.2. Adequate rights. You represent and warrant to Us that: (a) You or Your licensors own all rights, ownership, and interests in relation to Your Content and Your Materials; (b) You have all rights to Your Content and Your Materials necessary to grant the rights provided under this Agreement; and (c) Your Materials, or End Users' use of Your Content, Your Materials, or Service Offerings will not violate the Acceptable Use Policy.

14.3. Licence to the Services. In the relationship between You and Us, We or Our affiliates or licensors own and retain all rights, ownership, and interests in relation to the Services. We grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence to perform the following actions during the Term: (i) access and use the Services solely in accordance with this Agreement; and (ii) copy and use Widgenta Content solely in connection with Your authorised use of the Services. Except as provided in Clause 8.4, You do not receive any rights under this Agreement from Us or Our licensors to the Services, including any intellectual property rights associated with it. Some Widgenta Content may be provided to You under a separate licence, such as the Apache Software Licence or another open-source licence. In the event of a conflict between this Agreement and any separate licence, the separate licence will prevail with respect to that Widgenta Content.

14.4. Licence Restrictions. Neither You nor any End User may use the Services in any way or for any purpose other than those expressly permitted by this Agreement. Neither You nor any End User may not and may not attempt to (a) modify, alter, forge, repair, or otherwise create derivative works based on any software included in the Services

(unless the software included in the Services is provided to you under a separate licence that expressly authorises the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to obtain the source code of any software included in the Services, (c) access or use the Services in a manner that avoids paying fees or exceeding usage limits or quotas, or (d) resell or sublicense the Services. All licences granted to You under this Agreement are contingent upon your ongoing compliance with this Agreement and will immediately and automatically terminate if You fail to comply with any term of this Agreement. During and after the Term, you will not assert, and will not authorize, assist, or encourage any third party to submit, against Us or any of Our affiliates, customers, suppliers, business partners, or licensors any claims of patent infringement or other claims of intellectual property infringement regarding any Services that You used.

14.5. Proposals. If You provide any Proposals to Us or Our affiliates, We will own all rights, ownership rights and interests in relation to the Proposals, even if You have defined the Proposals as confidential. We and Our affiliates will have the right to use the Proposals without restrictions. You hereby unconditionally transfer to Us all rights, ownership rights and interests in relation to the Proposals and agree to provide Us with any assistance that We may need to document, improve and maintain Our rights concerning the Proposals.

15. Indemnity

15.1. General Provisions. You are to defend, indemnify, and hold Us, Our affiliates and licensors, and each of their respective employees, officers, directors, and representatives harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any third party claims related to: (a) Your use or any End User's use of the Services (including any actions taken under your Widgenta Account and use by Your employees and personnel); (b) Your breach of this Agreement or violation of applicable law by You or any End User; (c) Your Content or the combination of Your Content with other applications, content, or processes, including any claims alleging infringement or illegal appropriation of third party rights in Your Content or the use, development, design, production, advertising, or marketing of Your Content; or (d) any dispute between You and any End User. If We or Our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described above,

You are also to reimburse Us for reasonable attorneys' fees, as well as Our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at Our then-current hourly rates.

15.2. Process. We will immediately notify You of any claim subject to Clause 10.1, but Our failure to timely notify You will only affect Your obligations under Clause 10.1 to the extent that Our failure prejudices Your ability to defend the claim. You may: (a) use a counsel of Your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as You deem appropriate, provided that you obtain Our prior written consent before entering into any settlement. We may also assume control of the defence and settlement of the claim at any time.

16. Limitation of Liability

Under no circumstances shall We, Our directors, employees, agents, partners, suppliers, or content providers be liable under contract, tort, strict liability, negligence, or any other legal or equitable theory for any (i) lost profits, loss of data, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, compensatory, or consequential damages of any kind whatsoever, substitute goods or services (however arising), (ii) for any errors, viruses, trojan horses, etc. (regardless of the source of origin), or (iii) for any direct damages in excess of (in the aggregate) the fees paid to Us for the specific services during the immediately preceding monthly period, even if Widgenta was aware or should have been aware of the possibility of such damages. The Customer acknowledges that the fees paid by them reflect the allocation of risk set forth in this Agreement and that Widgenta would not enter into this Agreement without these limitations. The Customer hereby waives any and all claims against Widgenta arising out of the purchase or use of the Services by subscriber or any actions taken by its directors, officers, employees, agents, or representatives. Your sole and exclusive remedy for dissatisfaction with the Services or any other complaint is to cease using the Services or access to them.

Additionally, You agree that Widgenta is not responsible for any data collected by Our Services and that Widgenta shall have no liability as a result of Your exposure to any defamatory, libellous, threatening, unlawfully harassing, obscene, or otherwise unlawful content or data. Under no circumstances shall Widgenta or any third party supplier of any component of the Services or any information provided as a part of the Services be liable to You and/or any party for any kind of damages, including but not limited to

direct, indirect, special, exemplary, punitive, incidental, or consequential damages arising out of or in connection with the Services, content, products, use or inability to use this Site or any linked website, including but not limited to loss of profits, loss of use, business cessation, or other economic losses, loss of programs or other data, whether in an action of contract, negligence, or other tortious action, even if Widgenta has been warned of the possibility of such damages, including liability associated with any viruses that may infect your computer equipment.

Some jurisdictions limit or prohibit the above limitations, and in such jurisdictions, the above limitations shall apply to the maximum extent permitted by the law.