

USER AGREEMENT

of Vladikavkaz Edition

dated 21.12.2022

1. GENERAL PROVISIONS

- 1.1. This document is the terms of use of the Application "My Guide" (hereinafter referred to as the "Agreement"), which govern the relationship between the Administration of the application (hereinafter referred to as – Administration) and the User who started using the Application. This Agreement defines the scope of the User's rights to use the application.
- 1.2. The copyright holder of the mobile application "My Guide", (hereinafter referred to as the Application) is Krygin Sergey Anatolyevich and the Administration of the Application, on the basis of Agreement No. 1 dated December 21, 2022
- 1.4. The Administration provides the User with access to the use of the Application and its functionality on the terms that are the subject of the Agreement.
- 1.5. The Administration requests to take into account that this Agreement is a public offer, which means that the use of the Application is a full and unconditional consent (acceptance) with this Agreement in accordance with Article 437 of the Civil Code of the Russian Federation and is recognized by joining this Agreement in full, to all paragraphs and sections.
- 1.6. The Agreement is an open and publicly available document. Current edition it becomes available for review after downloading the Application to the User's device.
- 1.7. The User is recommended to carefully read the posted text of the Agreement (including edits made over time), and in case of disagreement with the terms, leave the Application at any time and do not use its functions.
- 1.8. The User undertakes to regularly independently check the terms of the Agreement for their changes and/or additions. Continued use of the Application by the User after the entry into force of changes and/or additions to this Agreement means acceptance and consent of the User with such changes and/ or additions. The date of entry into force of the amendments to this Agreement is the date of their publication in the Annex. The User is personally responsible for checking this Agreement for any changes in it.
- 1.9. To this Agreement and arising from the use of the Application The relations between the Administration and the User are governed by the law of the Russian Federation.
- 1.10. The User acknowledges that his agreement with the mobile network provider (hereinafter referred to as the "Provider") will apply to the User's use of this Application. User Also acknowledges that the Provider may charge the User from time to time for data transfer services when using certain functions of the Application, as well as any other fees and charges arising in connection with such transfer and for which the User undertakes to bear responsibility. If the User is not a payer of the Provider's invoices on a smartphone or other device used to access the Application, it is assumed that such a User has received permission from the payer of the invoice to use the Application.
- 1.11. The User is the only responsible person for checking and monitoring the compliance of the installed Application with the technical features/ capabilities of a smartphone or other device and/or other restrictions that may be applicable to the User and/or his smartphone or other device by third parties, including the Internet provider.

2. DEFINITIONS OF TERMS

- 2.1. The terms listed below have the following meaning for the purposes of this Agreement:
- 2.1.1. Acceptance of the Agreement – full and unconditional acceptance of the terms of the Agreement by the Customer by performing the actions specified in the Agreement. Acceptance

of the Agreement creates a Contract on the terms of the Agreement.

2.1.2. Agreement - an agreement between the User and the Administration, which is concluded by acceptance of this Agreement.

2.1.3. Authorization – login to the account (Personal account) using registration data (phone number and password). Registration data is provided to the user during the registration process. It is forbidden to register using services that provide temporary e-mail addresses or sms numbers. In case of loss of data from the account, it is necessary to use their recovery, instead of re-registration

2.1.4. Administration of the limited liability company "ANTIOCH", TIN: 1501028986, OGRN:1021500578373, represented by Larisa Petrova, acting on the basis of The Charter independently and in the person of its authorized employees, who administers the Application and its functioning. The administration is the owner

2.1.5. The User is any legally capable and capable person who has expressed consent to the conditions set forth in this Agreement by means of actions aimed at using the Application, has the authority to transfer the rights to use the Application in the manner and within the limits established by the Agreement. Applications (for example, registration, login or any other action related to the use of Application functions). By default, the User is an individual who has reached the age of majority, i.e. eighteen years of age. Otherwise, the User guarantees that he has received the consent of his legal representatives (parents, adoptive parents, trustee) or has been declared fully capable and at any time, at the written request of the Administration, will provide supporting documents.

2.1.6. Computer program – computer program "My Guide", which provides the User with the ability to search for virtual Excursions and other Services according to certain parameters, to carry out informational interaction regarding the conclusion or execution of the prisoner The contract.

2.1.7. The My Guide application (hereinafter also referred to as the Application) is a composite work that includes Computer program "My Guide", Database, graphic elements, design, images, photos and videos, other results of intellectual activity intended for the functioning of computers and other computer devices (smartphones, tablet computers), distributed through various showcases of mobile applications (Platforms). Application it contains information about virtual Excursions (hereinafter also referred to as Goods), the cost of Goods, and also allows you to select, order and (or) purchase Goods.

2.1.8. Platform - a cloud platform on which the Administration has placed an Application for its subsequent download by the User. This Application is available for download from App Store and Google Play.

2.1.9. Virtual excursion (hereinafter also referred to as Excursion, Product) is a software and information product in the form of video, audio and graphic materials intended for integrated presentation of information in the form of a visual tour, information (description and cost) about which are posted in the Application.

2.1.10. Content of the Application (hereinafter also referred to as Content) - protected results of intellectual activity, including texts of literary works, their titles, prefaces, annotations, articles, illustrations, covers, musical works with or without text, graphic, textual, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as the design, structure, selection, coordination, appearance, general style and location of this Content included in the Application and other intellectual property objects all together and/or separately contained in the Application.

2.1.11. Personal Account is a part of the Application, access to which is provided to the User by credentials (login and password) after registration in the Application, having the opportunity to use a separate functionality of the Application in accordance with the Agreement.

2.1.12. Updates - a software patch or software package for an Application that time it is

released from time to time by the Administration, is offered for free download by Users who already use the Application, and is aimed at fixing broken functions Applications, elimination of bugs (errors) in the operation of the Application or the introduction of small software components to ensure greater security and compatibility of the Application with devices.

2.2. All other terms and definitions found in the text of the Agreement are interpreted The Parties in accordance with the legislation of the Russian Federation, the current and established on the Internet the usual rules of interpretation of the relevant terms.

2.3. Titles of headings (articles) The Agreements are intended solely for the convenience of using the text of the Agreement and have no literal legal meaning.

2.4. This Agreement does not require signing and sealing of the Administration and The User (hereinafter referred to as the Parties), while maintaining legal force.

3. SUBJECT OF THE AGREEMENT

3.1. The subject of this Agreement is to provide the User with the use of The application (free license), as well as access and the right to use contained in The application of Goods (Excursions) for determining the license fee. The Cost of the Goods specified in the description (product card).

3.1.1. The application allows Users to:

- choose an Excursion from the catalog;
- to use the electronic content of the Excursion on a paid basis, with the right of one-time download and one-time viewing of paid content only for personal purposes. At the end of the Tour, the materials must be removed from the device used;
- use the App's navigation tools;
- posting messages, comments, user reviews, rating content Applications;
- get information about the Product and about the rental of Goods on a paid basis;
- use other functionality of the Application, including paid functions (services).

3.1.2. All existing (actually currently functioning) functions of the Application, as well as any subsequent modifications and additional functions of the Application that appear in the future.

3.1.3. The Administration is not responsible for the User's actions on the use of the Product, as well as if, after granting access, the download of the Product is interrupted By the User, or for other reasons beyond the control of the Administration.

3.1.4. The Administration guarantees only access to the Goods through the Application. The administration does not guarantees the operability of the Product, its installation and other characteristics that depend on the technical features/ capabilities of the User's smartphone or other device and/or other restrictions that may be applicable to the User and/or his smartphone or other to the device by third parties, including the Internet provider.

3.2. The moment of fulfillment of the Administration's obligations to provide and transfer the Goods (Excursions) for its use for personal purposes, is the time of granting access to paid Excursions. From the specified moment (the moment of granting access to the Tour), The User assumes the risk of accidental death or accidental damage to the transferred access to the Product or its loss at the time of use. If the User has acquired access to the Product, but for some reason beyond the control of the Administration, did not use it, the funds will not be refunded, and the obligations The Administration under the Contract is considered to be executed in full.

3.3. The Administration also provides the User with a simple a (non-exclusive), revocable, limited license to use the functionality of the Application without limiting the territory of its validity (the whole world) and not transferable or assignable to third parties persons. Such a license is intended to provide the User with the opportunity to use the Application in accordance with its purpose, taking into account the restrictions provided for in this Agreement. The specified

license does not include the right to use Goods or services. The right to use the Product is granted for a license fee, specified in the description of such a Product.

3.3.1. The right to use the Application includes the right to reproduce the Application or individual sections of its code on the User's end device (computer, smartphone, tablet, etc.) for the purpose of caching and launching using the means of the target operating system (web browsers, LT compilers) in order to use the Application in accordance with its purpose.

3.4. The use of the materials and functions of the Application is regulated by the norms of the current legislation of the Russian Federation

3.5. The User is obliged to comply with the restrictions provided for in the Agreement.

3.6. The revocation of the license granted in accordance with this Agreement is carried out in accordance with the procedure established by law for the refusal to perform the license agreement.

3.7. The right to use the Application does not include the right to make a copy of it for archival purposes, since the Application is used remotely (online).

3.8. The use of the Application in accordance with the Agreement may also have other limitations in functionality specified in the User Documentation of the Application (if any).

3.9. The right to use the Application granted to the User under this Agreement implies the right to use the Application updates both within the same version (minor updates of the current release that are not a new version), and new versions Applications (major updates - new releases that are a new version), if available.

3.9.1. The functionality of the Application may be changed by the Administration with an updated version. Any versions of the Application that are not up-to-date (i.e. the penultimate) at the time of use can be disabled.

3.10. In order to fulfill its obligations under this Agreement, the Administration has the right involve third parties in the execution of the Agreement without the consent of the User.

4. INTELLECTUAL PROPERTY

4.1. The Application is the result of intellectual activity and the object of intellectual rights of the Administration (computer program), which are regulated and protected by the legislation of the Russian Federation on intellectual property and international law.

4.2. The algorithms of the Application and its source codes (including parts thereof) are commercial secret Administration. Any use of them or use of the Application in violation of the terms of this Agreement is considered as a violation of the rights of the Administration and is a sufficient reason to deprive the User of the rights granted under this Agreement. You're right.

4.3. The Administration guarantees that it has all the intellectual rights necessary under this Agreement to grant them to the User.

4.4. Liability for infringement of intellectual property rights occurs in accordance with the current legislation of the Russian Federation.

4.5. The User may not, under any circumstances, delete or change the appearance (interface) Applications, information about copyrights, trademark rights or patents specified in The application.

4.6. The User License terminates automatically when the Application is removed from the User's device. Nothing in the text of this Agreement should be interpreted as the right to obtain by the User any other license for the use of intellectual property objects belonging to the Administration or in its possession, except the one provided above.

4.7. Users are prohibited from copying, reproducing, modifying, compiling, distributing, displaying in any form, publishing, downloading, transferring, selling (in whole or in part), alienating in any possible way for a fee or free of charge, sublicensing, distributing or using the Application in any way, except when such actions are expressly permitted by the terms of this

Agreement or the current legislation of the Russian Federation.

4.8. The Administration/ Owner of the Application has nothing to do with trademarks and copyright objects mentioned in the Application and uses them solely for informational purposes to indicate a specific semantic load. All trademarks and copyrights are the property of their Owners.

4.9. The Administration grants the User the right to use the Goods (Excursions) under a paid license from the moment the User receives access to such a Product in the following ways:

- reproduction (full or partial) Product, by connecting to the service via the network Internet and opening access to the Administration server for independent use without the right to sublicense to third parties;

- use of the provided functionality of the Product for personal purposes;

- use the Product once on one User's device.

4.10. The license period for the Product: from the beginning of access to the end of the virtual Tour.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Administration has the right to:

5.1.1. Change the terms of use of the Application, as well as change its content. The changes come into force from the moment the new version of the Agreement is published in the Annex.

5.1.2. Restrict access to the Application in case the User violates the terms of this Agreement.

5.1.3. To involve third parties for the execution of the Contract without the consent of the User.

5.1.4. Change the amount of payment charged for granting access to the use of Applications.

The cost change will not apply to Users who have registration by the time of the change in the amount of payment, except in cases specifically stipulated Administration.

5.1.5. Collect, analyze, use information about the User contained in The Application, including, but not limited to, information about contact and personal data The User, information about the User's actions in the Application, etc. to fulfill the conditions Agreements.

5.1.6. To send messages to Users (including e-mail messages), which are notifications regarding the content of the Application, and notifications, containing advertising information.

5.1.7. At any time, without prior notice, carry out moderation and modification of the Application and its Content, its sections, services an unlimited number of times, features and tools, delete, modify and post any results of intellectual activity with or without prior notice, including introducing additional restrictions in its use.

5.1.8. Set any restrictions on the use of the Application.

5.1.9. By means of e-mail messages, to contact the User in order to check the quality of the Application and to report information that is critical for the User.

5.1.10. If the User violates the terms of the Agreement, terminate the User's access access to the Application and its Content (including by blocking access to the Service through the IP address from which this User was registered or the most the number of visits to the Service by this User) and delete his Personal Account with all his data unilaterally, without notification and indication of reasons, as well as without any compensation and refunds. Violation of the terms is also understood as:

- any violation of copyrights regulated by the current legislation of the Russian Federation;
- filling the personal account with information, the distribution of which violates the norms of the current legislation of the Russian Federation, Agreements;

- the use of the Application is illegal or in an illegal way;

- causing damage to the Administration or third parties;

- late payment for the Goods.

5.2. The Administration undertakes to make all reasonable efforts to ensure stable operation

The Application, its gradual improvement, correction of errors in the operation of the Application, however, the Application is provided to the User on an "AS IS" basis. This means that Administration:

- does not guarantee the absence of errors in the operation of the Application;
- is not responsible for the uninterrupted operation of the Service and its compatibility with the software and technical means of the User and other persons;
- is not responsible for causing any damages that have arisen or may arise in connection with or when using the Application;
- is not responsible for non-fulfillment or improper fulfillment of its obligations due to failures in telecommunications and energy networks, the actions of malicious programs, as well as unscrupulous actions of third parties aimed at unauthorized access and (or) disabling of the Administration's software and (or) hardware complex.

5.3. The User has the right to:

5.3.1. Get access to the use of the Application and the Products available in it.

5.3.2. To use all the services and functions available in the Application, as well as to acquire the right of one-time use for any Goods offered in the Application.

5.3.2. Register in the Application, according to the proposed form. At the same time, the User undertakes to provide reliable, complete and up-to-date data when using the Application, to monitor their updating.

5.3.3. If necessary, ask any questions related to the operation Applications by the details that are located in the corresponding section of the Application or Agreements.

5.3.4. Use the Application exclusively for the purposes and in the manner provided for by the Agreement and not prohibited by the legislation of the Russian Federation.

5.4. The User undertakes to:

5.4.1. Provide additional information at the request of the Administration, which has directly related to the services provided by this Application.

5.4.2. To ensure the confidentiality of the login and password to the personal account in the Application and inform the Administration about unauthorized access to the Personal Account.

5.4.3. Observe the property and non-property rights of the authors and other copyright holders when using the Application.

5.4.4. Not to take actions that may be considered as disrupting the normal operation of the Application.

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

5.4.6. Not to use the Application for the dissemination of advertising information, if the absence of the appropriate consent of the Administration.

5.4.7. Not to record, not to distribute (not to publish, not to post on Internet sites, not to copy, not to transfer or not to resell to third parties) for commercial or non-commercial purposes the information and materials provided by the Administration, not to create on it is based on information products for the purpose of extracting commercial profit.

5.4.8. Use the Application, its functions and Products in good faith. When detected in The Application and Vulnerability Products, the User must immediately notify about this Administration or stop using the Application/Product. In case of using the detected vulnerabilities in the Application/The Product at its discretion, and in the future with the benefit, the User's actions are considered illegal and unreasonable, and The User undertakes to compensate the damage by paying compensation to the Administration.

5.4.9. Do not use the Application for the purpose of:

downloading content that is illegal, violates any rights of third parties; promotes violence, cruelty, hatred and (or) discrimination based on race, nationality, sexual, religious, social characteristics; contains false information and (or) insults against specific individuals,

organizations, and authorities. inducement to commit illegal actions, as well as assistance to persons, actions which are aimed at violating the restrictions and prohibitions in force on the territory of the Russian Federation. violations of the rights of minors and (or) harming them in any form. infringement of the rights of minorities. presenting yourself as another person or representative of an organization and/or community without sufficient rights for that, including for the Administration staff. misleading about the properties and characteristics of any Product from the catalog provided in the Application. incorrect comparison of Goods, as well as the formation of a negative attitude towards persons who (do not) use certain Goods, or the condemnation of such persons.

5.4.10. Pay the cost of the paid functions of the Application.

5.5. The User is prohibited from:

5.5.1. Use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes for accessing, acquiring, copying, or tracking Application content;

5.5.2. Disrupt the proper functioning of the Application by any means;

5.5.3. Bypass the navigation structure of the Application in any way to obtain or attempt to obtain any information, documents or materials by any means that are not specifically provided by the services of such an Application;

5.5.4. Unauthorized access to Application functions, any other systems or networks, related to this Application, as well as to any services offered in the Application;

5.5.5. Violate the security or authentication system in the Application.

5.5.6. Perform reverse search, track or attempt to track any information about any other User of the Application.

5.5.7. To use the Application and its Contents for any purposes prohibited by the legislation of the Russian Federation, as well as to incite any illegal activity or other activity that violates the rights of third parties.

5.5.8. Impersonate any other person, including, but not limited to, not to provide any data of third parties (without obtaining direct, prior and informed consent from them) to create a personal account (cabinet).

5.5.9. Upload, store, publish, distribute, post, advertise, send, provide access to or otherwise not use User Content that (a) contains threats, discredits, insults, defames honor and dignity or business reputation or violates the privacy of other Users or third parties; and (6) is spam, bullying, vulgar or obscene, contains pornographic images and texts, scenes of a sexual nature, including involving minors, or scenes of violence, including sexual, against people or animals; and (c) contains anyor forms of incitement to suicide and/or promotes or promotes incitement to racial, religious, ethnic hatred or enmity, promotes fascism or the ideology of racial or contains extremist materials; and (d) promotes violation of the rights or legitimate interests of other Users or third parties or promotes a crime or contains tips/guidelines/instructions for its commission; and (e) violates other rules of this Agreement or is prohibited on the basis of current legislation.

5.5.10. Study the technology, decompile or disassemble the Application with the exception of cases directly provided for by the legislation of the Russian Federation.

5.5.11. Create copies of copies of the Application, as well as its external design (design).

5.5.12. Use the paid Product more than once. After use, the Product is deleted from the User's device. The User is obliged to check the absence of the materials of the Goods after completing the Tour on the device used. In case of detection of the presence of such materials The user is obliged to immediately remove them from his device. The User has the right to reuse the same Product only after its repeated payment.

5.5.13. Provide third parties with access to your Personal Account and/or logins, passwords or other access keys.

5.5.14. Take any other actions that are illegal, fraudulent, discriminatory or misleading.

6. TERMS AND CONDITIONS OF USE

- 6.1. The Application and its Contents are owned and managed by the Administration.
- 6.2. The content of the Application may not be copied, published, reproduced, transmitted or distributed in any way, as well as posted on the global Internet without the prior written consent of the Administration.
- 6.3. The content of the Application is protected by copyright, trademark law, as well as other intellectual property rights and unfair competition law.
- 6.4. When using some services of the Application, it may be necessary to create a User account (Personal Account).
 - 6.4.1. In order to access the use of the Product, the User needs to register. The User registers independently, using the methods provided in the Application form.
 - 6.4.2. Upon completion of registration, the User receives a unique login and password to log in to his Personal Account.
- 6.5. By providing certain registration data, the Owner agrees that all this information is accurate, reliable, up-to-date and complete and confirms his consent to the processing of his personal data by the Administration.
- 6.6. In the future, the Application is logged in each time by going through the authorization procedure.
- 6.7. Any actions performed using the User's Personal Account are considered to have been performed by the corresponding User. At the same time, the User can only have one Personal account.
- 6.8. The User is fully responsible for the accuracy of the information in the ad and the fulfillment of related obligations. If the posting of such information contradicts the legislation of the Russian Federation, the Administration has the right to delete the relevant information without warning.
- 6.9. The User is personally responsible for maintaining the confidentiality of the account information, including the password, as well as for all activities conducted on behalf of the Account User without exception.
- 6.10. The User must immediately notify the Administration of unauthorized use of his account or password or any other violation of the security system.
- 6.11. The Administration has the right to unilaterally cancel the account The User, if it has not been used for more than 24 (twenty-four) calendar months in a row without notifying the User.
- 6.12. The Administration has the right to make changes at any time without notifying the User in the list of Goods and services offered in the Application, and (or) in the prices applicable to such Goods for their sale and (or) services provided.
- 6.13. The documents specified in the clauses of this Agreement regulate in the relevant part and extend their effect to the User's use of the Application. Any of the documents can be updated. The changes take effect from the moment they are published in the relevant section of the Application.
- 6.14. The Administration has the right to terminate and/or block access to the Application without prior notice to the User if the User has violated this Agreement or the terms of use of the Application contained in other documents, as well as in the event of termination of the Application or due to a technical malfunction or problem.
- 6.15. The Administration is not responsible to the User or third parties for termination of access to the Application in case of violation by the User of any provision of this Agreement or other document containing the terms of use of the Application.

7. COST OF SERVICES AND PAYMENT PROCEDURE

- 7.1. The cost of access to the Product in the Application is indicated in Russian rubles and represents a license fee. Payment for the product/service must also be made in Russian rubles.

7.1.1. If the User does not have an account in the specified currency, in this case the User can use a debit or credit card, and the servicing bank (debit or credit card holder) will carry out the appropriate conversion at the exchange rate according to its intrabank rules. The Administration is not responsible for the exchange rate used by the bank serving the User during such conversion. Please note that the Administration may at any time refuse to accept a particular

payment method without any explanation or notification to Users.

7.2. The cost of the license fee is indicated by the Administration in the Appendix (in product description card).

7.3. Clicking the "Buy" button means full and unconditional acceptance of the terms of purchase of the right to use the Goods, which are specified in this Agreement and description Product. Order (Pressing the "Buy" button) The Product is the User's consent to pay for access to The Product at the prices valid at the time of such an Order in the Personal Account.

7.4. The product/service is considered to be paid by the User in full from the moment the funds are credited to the Administration's settlement account.

7.5. The Administration does not store any data about the User's debit or credit card used to pay for the Goods.

7.6. The Administration provides access to the ordered product / service only after receiving payment in full.

7.6.1. The Servicing Bank has the right to carry out additional checks of the completed transaction at its own discretion, which may subsequently lead to a delay in payment for the goods/services ordered by the User earlier.

7.7. The Administration does not assume any responsibility for losses, damages, lost benefits, loss of business reputation that the User experienced due to a delay in payment, which in turn could lead to a delay on the part of the Administration in providing a certain product / service to the User.

7.8. In case of unilateral refusal by the User on his own initiative to fulfill obligations under this Agreement after obtaining access to the Tour, the paid license fee is not refunded to the User.

8. RESPONSIBILITY

8.1. Any losses that the User may incur in the event of intentional or negligent violation of any provision of this Agreement, as well as due to unauthorized access to the communications of another User, the Administration will not be reimbursed.

8.2. The Administration is not responsible for:

8.2.1. Delays or failures in the process of performing an operation caused by force majeure, as well as any case of malfunctions in telecommunication, computer, electrical and other related systems.

8.2.2. For the actions of related services and services used to provide services To the User, and not belonging to the Administration: banks, postal services, Internet service providers, email services, payment systems, etc.

8.2.3. Proper functioning of the Application, if the User does not have the necessary technical means for its use, and also does not bear any obligations to provide users with such means.

8.2.4. The content (content) of the information posted in the Application.

8.2.5. For any expenses of the User, direct or indirect damage that may be caused to the User as a result of the use or inability to use the functions Applications and incurred as a result of errors, omissions, interruptions in work, deletion of files, changes in functions, delays in data transmission, etc., which happened through no fault of their own Administration.

8.3. The User is solely responsible for the interpretation and use of the content (information) posted in the Application.

8.4. The responsibility of the Administration is limited to ensuring the functioning of Applications.

8.5. The Administration also has the right to set restrictions on the use or access to certain functions or parts of the Application, in any case and without notice or liability.

8.6. The Administration does not check and cannot check all the materials published By Users within the framework of the User Content they create, in connection with which The Administration is not responsible for the content of such User Content, for its use and/or its impact on third parties or other Users. Management or ownership of the Application does not mean that the Administration confirms, supports, guarantees, distributes and/or believes in the information posted within the User Content.

8.7. In other cases, the Parties are liable for non-fulfillment or improper fulfillment of obligations under this Agreement, provided for by the civil legislation of the Russian Federation.

8.8. The User is responsible for his own protection and protection of his device from viruses and other malware. The administration does not assume any responsibility for damage caused as a result of using the Application, its functions and/or Content (including downloading it).

8.9. The Administration has the right to check the Content for its compliance at any time the requirements of this Agreement or current legislation. At the same time, nothing in the text of this Agreement should be interpreted as a direct obligation of the Administration to conduct any independent verification of the Content, except at the request of other Users or third parties.

8.10. The application content may contain links to third-party websites and/or advertising or marketing materials about goods/services provided by such third parties (hereinafter Advertising of third parties). The Administration does not assume any responsibility (1) for the content of third-party advertising, as well as for the availability, quality and safety of the promoted goods/services in such advertising; and (2) for any losses, losses or damages incurred or caused to the user as a result of reading such advertising, using goods/services promoted by third parties in advertising.

8.11. In case of switching to another site through the placed Advertising of third parties, the Administration cannot guarantee that such a website is safe for the User and/or his computer. Nothing in the text of this Agreement should be interpreted as an assurance, encouragement, recommendation or inducement of the User to use third-party Advertising, visit any third-party websites, as well as try, purchase, use any third-party goods/services.

9. FORCE MAJEURE

9.1. The Party is released from liability for partial or complete non-fulfillment of obligations under this Agreement if it proves that proper performance was impossible due to force majeure, that is, extraordinary, unforeseen and unavoidable circumstances that arose during the implementation of obligations under this Agreement. Agreements that could not reasonably be expected at its conclusion, either avoided or overcome, as well as those beyond the control of the Parties to this Agreement.

9.2. Force majeure circumstances, including: military actions (declared or actual war), civil unrest, mass diseases (epidemics, pandemics, etc.), strikes, blockade, natural disasters (earthquake, flood, hurricane, etc.). fire, terrorist acts, sabotage, transportation restrictions, prohibitive measures of states, prohibition of trade operations, including with individual countries, due to the adoption of international sanctions, as well as disabling data centers. located on the territory of the Russian Federation, from the global Internet and blocking of servers or connections by supervisory authorities.

9.3. Force majeure circumstances do not include, in particular, business risks, such as violation of obligations on the part of the debtor's counterparties, the absence of goods necessary for the fulfillment of obligations on the market, the debtor's lack of necessary funds, as well as the financial and economic crisis, changes in the exchange rate, devaluation national currency, criminal actions of unidentified persons,

9.4. Upon the occurrence of force majeure circumstances, each Party must immediately notify the other Party in writing, including by sending an e-mail message. The notification must contain data on the nature of the circumstances, as well as official documents certifying the existence of these circumstances and, if possible, giving an assessment of their impact on the ability of the Party to fulfill its obligations under this Agreement.

9.5. In cases of occurrence of force majeure circumstances provided for in this Chapter, the deadline for the fulfillment of obligations by the party under this Agreement is postponed in proportion to the time during which these circumstances and their consequences apply, if such a change in terms is possible and/or appropriate.

9.6. In the event that a change in the deadlines for the fulfillment of obligations by the Party under this Agreement is impossible and/or impractical, or the circumstances of the insurmountable forces and their consequences continue to operate for more than 2 (two) months, then the Party has the right to refuse from the execution of this Agreement with reference to the impossibility of fulfilling obligations from the Agreement due to the occurrence of force majeure circumstances, if additional negotiations are held to identify acceptable alternative ways of fulfilling this Agreement. The agreements did not lead to a positive result. The initiating Party notifies the other Party of the refusal to fulfill obligations from the Agreement within a reasonable time.

9.7. In the event of a Party's refusal to execute this Agreement with reference to the impossibility of its execution due to the occurrence of force majeure circumstances, neither Party will have the right to demand compensation from the other Party for possible or past losses.

10. DISCLOSURE OF USER INFORMATION

10.1. The Parties undertake to maintain the confidentiality of all information transmitted to each other to a friend both via secure and unsecured communication channels, regardless of the presence or absence of markings indicating the confidentiality status of the transmitted information, except cases when such disclosure occurred for reasons beyond the control of the Parties, as well as with the exception of cases provided for by applicable law.

10.2. The Administration has the right to disclose:

- any information collected about the User, if disclosure is necessary in connection with an investigation or complaint regarding the misuse of the Application or for establishing (identifying) a User who may violate or interfere with the rights of Administration or the rights of other Users.
- any information about the User that it deems necessary to comply with the provisions of current legislation or court decisions, to ensure compliance with the terms of this agreement. Agreement, protection of rights or security of the name of the organization, Users.
- information about the User, if the current legislation of the Russian Federation requires or permits such disclosure.

10.3. In case of disclosure by one Party of confidential information received from the other Party, the guilty Party undertakes to compensate all losses caused by this, including lost profits, within 5 (five) business days after receiving the corresponding written request from the other Party.

11. DISPUTE RESOLUTION

11.1. All disputes and claims are regulated on the basis of the provisions of this Agreements, and in case they are not settled - in accordance with the procedure established by the current legislation.

11.2. Any questions, comments and other correspondence of the User must be sent to the

Administration by sending an electronic message in the ways provided for in this Agreement for the exchange of notifications, messages and documents. Administration does not bear responsibility and does not guarantee an answer to requests, questions, suggestions and other information sent to him in any other way.

11.3. Claims arising in connection with this Agreement are sent to the Administration by sending an electronic message using the methods provided for in this Agreement for the exchange of notifications, messages and documents. The Administration undertakes to consider this claim within 10 (ten) working days, if necessary, by sending a letter stating its position at the email address specified in the claim. At the same time, the claims The Administration does not consider users who cannot be identified based on the data provided to them during registration (including anonymous claims). If the User does not agree with the reasons given by the Administration in the response to the claim, the procedure for its settlement is repeated by sending a reasoned response of the User (objection to the response) by sending an electronic message in the following ways, provided for in this Agreement for the exchange of notifications, messages and documents. If it is impossible to resolve the claim through negotiations, the dispute is resolved in court in accordance with this Agreement.

11.4. The User and the Administration agree that if permission is not possible disputes arising in connection with this Agreement, such disputes are resolved through negotiations the parties in court in accordance with the current procedural law of the Russian Federation.

12. ADDITIONAL CONDITIONS

12.1. This Agreement is valid from the moment the User uses the Application and remains in force until the termination of the contractual relationship.

12.2. In case of termination of the contractual relationship, this Agreement ceases to be valid.

12.3. If one or more provisions of the Agreement are for any reason invalid, unenforceable, such invalidity does not affect the validity of any other provisions of the Agreement that remain in force. The invalidation of any provision of this Agreement does not entail the invalidity of the remaining provisions.

12.4. For issues not regulated by this Agreement, additional rules posted directly in the Appendix, laws and other legal acts are subject to application Of the Russian Federation, including the relevant legal acts adopted by the subjects Of the Russian Federation and local self-government bodies.

12.5. The Parties agreed to apply to the signing of the documents constituting the content electronic correspondence of the Parties, rules on a simple electronic signature, considering addresses as such a simple electronic signature:

-for the Administration: my-guide@yandex.ru .

- for the User: specified by the User in his appeal to the Administration using contact request form in the Application.

12.6. The Parties acknowledge that all notices, communications, agreements, documents and letters sent using authorized email addresses may be used as written evidence in court.

12.7. The Administration does not accept counter-offers from the User regarding changes to this User Agreement.

12.8. Every User from time to time has the right (but not the obligation) to leave or send their ideas, feedback, suggestions or projects aimed at improving the work The Application or the quality of the Services provided. User Reviews posted in In the application, are not confidential information and can be used Administration without restrictions.

12.9. The User confirms that he has read all the provisions of the Agreement, understands and accepts them. The User undertakes to use the Application in good faith and reasonably.

13. ADMINISTRATION DETAILS

LLC "ANTIOCH"

TIN 1501028986

OGRN: 1021500578373

Registration address: 5 Mezhdunarodnaya str., Vladikavkaz, RSO-Alania, 362045.

E-mail: my-guide@yandex.ru