



LLC Law Firm A4
E-mail: info@a4lawfirm.ru
TIN: 7743122080, OGRN: 1157746907130

USER AGREEMENT a4lawfirm.ru

Last updated date: **01.07.2021**

Permanent links to current editions:

User Agreement a4lawfirm.ru (this Agreement):

<https://a4lawfirm.ru/user-agreement>

Privacy and Cookie Policy (annex to the Agreement):

<https://a4lawfirm.ru/privacy-policy>

This Agreement is a public offer, addressed by the Limited Liability Company Law Firm "A4" that administrates the Site (hereinafter referred to as the Company), on one hand,

to any person, intending to use the Site regardless of the purpose of such use on terms prescribed by the Agreement, on the other hand

before performing the specified actions to familiarize with this **User Agreement a4lawfirm.ru** (hereinafter referred to as the Agreement), its annexes, and fully and unconditionally accept them by acceding to the Agreement and accepting the offer by Consent to the Agreement, in the manner and on the terms provided by the Agreement.

PREAMBLE

1) In accordance with this Agreement, the Company provides Users with access to familiarize with the available content of the Site, by providing an opportunity for the User to perceive of the information reproduced by the Company on the Site.

2) The Parties have agreed that the User, who uses the Site, is considered to be familiar with the Agreement and its annexes in full, and fully and unconditionally accepts their terms. In turn, the Company undertakes to provide Users with a constant opportunity to examine the provisions of the Agreement, its annexes, by providing access to them on the Site on links specified in the Agreement.

3) By continuing to use the Site, the User confirms that they are not in a state of confusion (material or non-material) about the characteristics and functionality of the Site, the terms of the Agreement, its annexes and their own actions. The User accepts that, in accordance with this Agreement, the Site is provided "as is" for use within the limits specified in the Agreement (unless the Agreement expressly provides otherwise), including without limitation any documentation, improvements and updates, and the Company does not provide any guarantees or conditions (expressed or implied by law and/or usual and customary business practices) regarding anything, including integrability, satisfactory quality and suitability for the use to complete specific purposes. The Company also does not warrant that the Site is error-free, will meet the requirements of the User, or that the Site will operate properly when used in conjunction with any other software or hardware. The Company does not guarantee and cannot guarantee the results that the User can get by using the Site. All risks associated with the quality and performance of the Site are borne by the User.

4) The User, who does not fully or partially agree with the terms of the Agreement and/or its annexes, does not have the right to Use the Site and is obliged to stop such use immediately.

TERMS AND DEFINITIONS

"Agreement" - this **User Agreement a4lawfirm.ru**, that regulates the order and conditions of use of the Site by Users.

"Consent to the Agreement" – performance one of the following actions by the User, unreservedly demonstrating that the User has fully familiarized with, understood and unconditionally accepted the terms of the Agreement, its annexes, located on the Site:

- 1) viewing the Site;
- 2) Use of the Site.

"Company" – **Limited Liability Company Law Firm "A4"**

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"User" – an individual who has no legal restrictions for the acceptance of this Agreement, acting on his own behalf and in his own interests, or in the interests of third parties (while person warrants that he/she has the proper authority), used the Site, any services, functions and/or features of the Site. If the User has not reached the age of majority in the country of domicile, such User must provide supplementary documents from his or her legal representatives expressing their consent to enter into this Agreement and execute transactions. Otherwise (including the absence of regulation of such legal relations) the User cannot accept this Agreement, and, therefore, cannot Use the Site.

"Site" – set of information, web forms, software and hardware tools and intellectual property (including, but not limited to, computer programs, databases, Site Content), which are accessed from the User's devices by means of special software for viewing web-pages (browser) on domain (or (sub)domain, if the domain has a respective attribute):

a4lawfirm.ru (equal to http(s)://a4lawfirm.ru, with/without using the abbreviation "www"), which the Company has the exclusive rights and/or the right to use to.

"Use of the Site" - limited by the norms of law and the terms of the Agreement and its annexes the following ways of use of the Site by the User, by providing personal, free, simple (non-exclusive) inalienable license from the Company to the User within the specified limits, for the term and within the territory in which the Site remains available to the User:

- 1) by reproducing the graphical part of the Site interface, the Site Content on the screen of the Device in order to access services, functions and/or features for use for their intended purpose, covered by the explicit user functions provided by the Company to the Users, as well as Agreement and its annexes;
- 2) use of the available functionality of the Site in accordance with its purpose.

"Site Content" – set of intellectual property (IP), as well as each IP separately, representing the following content, including, but not limited to: any text information, images, photographs, links, video recordings, audio recordings, and so on, the copyright holder of which is either the Company or other Users (if such IP has become available for perception to third parties by the actions of such Users) with respect to: the Site.

"Device" – various mobile communication devices (phones, tablets and their analogues), or other devices emulating their use, as well as computers, laptops and their analogues connected to the Internet, the right to use which belongs exclusively to the User, and the User warrants that no third parties have access to such devices.

The terms and definitions used in the text of this Agreement that are not defined in this section shall be understood in the meaning given to them by the Annexes, and then, in the generally accepted meaning.

1. SUBJECT MATTER OF THE AGREEMENT

1.1 Pursuant to the Agreement, the Company provides Users, who have expressed Consent to the Agreement, the service on granting the right to Use the Site, in the manner and on the terms provided by the Agreement, its annexes.

1.1.1 The User expressed Consent to the Agreement in the manner prescribed by the Agreement confirms that, in addition to the Agreement, he/she has familiarized himself and unconditionally accepts the terms of the following documents, links to the current editions of which are specified in the Agreement:

1) Privacy and Cookie Policy.

1.2 The Company has the right to make amendments to the Agreement and its annexes, which enter into force from the moment of their publication on the Site and do not require any prior notification (approval, consent) of Users. The new edition of the Agreement shall be valid both for new Users and for Users accepted the terms of the Agreement prior to the amendments.

1.3 The Agreement regulates the procedure of the Use of Site by Users.

2. GENERAL DESCRIPTION OF SITE FUNCTIONALITY

Both the functionality of the Site listed in the Agreement, the description and purpose of which are defined in accordance with this Agreement, and those not listed in the Agreement that are actually available to the User at the moment of the Use of the Site (excluding errors), and the implementation of which in the way provided by Company allows to determine (assume) its purpose, are available to the Users expressed consent to the Agreement.

3. PARTIES RIGHTS AND OBLIGATIONS

3.1 The Company undertakes to:

3.1.1 Act transparently, in good faith and not breach terms of the Agreement.

3.1.2 Make every effort to provide the User with constant access to the Site for the purpose of use of the Site by the User to the extent, in the manner and on terms provided in the Agreement.

3.1.3 Comply with the protection of User's personal data to the extent no less than under applicable law.

3.1.4 Perform other obligations, provided for in the Agreement, its annexes or applicable law.

3.2 The Company has the right to:

3.2.1 Suspend the provision of permanent access to the Site (or certain functions and/or services) to the extent, manner and on the terms provided in the Agreement, in case of failures or restriction of access in connection with maintenance, modifications, removal, extensions or introduction of additional functions, or in connection with system failures on the Internet (including on the server), in the case of force majeure or other circumstances. Hence, Company does not warrant performance any certain function of the Site and is not liable for full or partial failure of any particular function.

3.2.2 At any time unilaterally and without appropriate notification of the User and obtaining any consent from the User:

1) remove and/or make changes to Site sections, as well as to the functionality of the Site.

2) transfer its rights and obligations under this Agreement to a third party.

3.2.3 Exercise other rights, provided in the Agreement, its annexes or applicable law.

3.3 The User undertakes:

3.3.1 Act transparently, in good faith, not to breach terms of the Agreement.

3.3.2 Review the Agreement, as well as its all annexes, for modifications. User's failure to familiarize himself with the Agreement and/or the amended version of the Agreement, its annexes can not serve as a ground for the User's failure to comply with his obligations and the User's failure to comply with the restrictions provided for in this Agreement. Actual use of the Site by the User after making changes to the terms of the Agreement, its annexes, means the User's consent to the new terms.

3.3.3 Perform other obligations, provided for in the Agreement, its annexes or applicable law.

3.4 The User has the right to:

3.4.1 Use the Site, the Content of the Site, to the extent, in the manner and on the terms specified in the Agreement and Annexes to it, solely for personal non-commercial purposes.

3.4.2 Exercise other rights, provided for in the Agreement, its Annexes or applicable law.

3.5 The User does not have the right to:

3.5.1 Use the Site in violation of the terms of the Agreement;

3.5.2 Use the Site, the Content of the Site, except to the extent, in the manner and on the terms specified in the Agreement, its Annexes, without a direct written permission from the Company;

3.5.3 Share, sell, translate, modify, reverse engineer or reverse compile or decompile, disassemble or create derivative works from the Site, Site Content;

3.5.4 Attempt to receive unauthorized access to other computer systems or networks to which the Site is connected;

3.5.5 Interfere and take actions, which will lead to interference or malfunction of the Site, the servers on which the Site is located;

3.5.6 Use any framing technologies, using materials of the Site;

3.5.7 Use any meta-tags, "pay-per-click" advertising model, any "hidden text", deeplinks, referring to the Site;

3.5.8 Bypass any encryption or other means of security used on the Site.

3.5.9 Use "data mining", "scraping" or similar tools to collect and extract data from the Site.

3.5.10 Sell, lease, transfer, distribute, use as a service or otherwise transfer to third parties access to the Use of Site, which is provided to the User under the terms of this Agreement.

3.5.11 Make any changes to the Site object code and its components.

3.5.12 Perform any other actions that can adversely affect the correct operation of the Site, as well as reputation and good name of the Company, its officers, employees, customers and other Users.

3.5.13 Perform other actions in respect to the Site that violate the provisions of applicable law and international norms of copyright law and use of software tools.

4. EXCLUSIVE RIGHTS

4.1 The Site, its Content are the objects of the exclusive rights of the Company and/or other rightsholders, all rights to these objects are reserved.

4.2 The User agrees and fully acknowledges that all exclusive rights and/or necessary licenses for the software, constituting elements of the Site, Site Content, and/or used for their administration and functioning, including the audiovisual works included therein, as well as graphic design, photographs, animations, video images, video clips, sound recordings, sound music, sound effects, text content, belong to the Company or its contractors, except for the materials, posted by users (if the option to post materials was provided by the Company).

4.3 The present Agreement does not provide assignment of any exclusive rights or granting exclusive license for any components of the Site, the Site Content from the Company to the User.

5. LIABILITY AND WARRANTIES

5.1. Ответственность Компании

5.1.1 To the full extent permissible by law, User agrees that the Company, its branches, agents and their officers, directors, employees shall not be liable for any claim, loss or damage, including consequential or special damages, lost profits or otherwise, arising from the use of the Site. To the full extent permissible by law, User hereby waives any and all claims, whether arising on contract, tort or other grounds. The User understands and agrees

that the Company enters into this Agreement in accordance with all limitations of liability contained in this Agreement, which determines risk sharing between the Parties.

5.1.2 The Company does not bear any obligations and responsibility in connection with the quality of the User's access to the

5.1.3 The Company shall not be liable for the quality of the User's access to the Internet and the quality of the Internet connection, nor for the availability/absence of the User's Internet access equipment and software, and the quality of such equipment and software.

5.1.4 The Company shall not be liable for failures or other problems in the telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, as well as for failures in the work of e-mail or scripts (programs). The User acknowledges that using the Site User sends information to the Company via unprotected electronic communication channels of the public computer network, and the Company is not liable for safety of the information transferred through such channels of electronic communication of the public network public network.

5.1.5 The Company shall not be liable for any delays, failures, incorrect or late delivery, deletion or loss of any User data or other information transmitted User to the Company, including using the available functionality of the Site. Performing these actions User guarantees that he or she has backup copies of all information sent to the Company.

5.1.6 The Company shall not be liable to the User for any losses, forced interruptions in business activity, loss of user and other data, for costs (real, indirect, proxy), incidental damages, lost profits, lost revenues, caused by the use and/ related to the User's use of the Site.

5.1.7 The Company shall not be liable to the User for any damages, caused by possible errors and misprints on the Site. At the same time the Company undertakes to take reasonable measures to prevent and correct such errors and misprints.

6. FINAL PROVISIONS

6.1 This Agreement enters into force for the User from the moment of joining it by expressing Consent to the Agreement and is valid for the whole period of Use of the Site. After the entry into force of the Agreement, all preliminary negotiations on the same subject between the same persons, correspondence, preliminary agreements and protocols of intent on issues related to the Agreement in one way or another, lose their legal force.

6.2 Recognition of any provision of this agreement as invalid or unenforceable and its cancellation shall not affect the remaining provisions of this Agreement, and such invalid/unenforceable provision shall be replaced by a valid/enforceable and legally significant provision that is as close as possible in its economic content, meaning and effect to the original version of the Agreement.

7. CONTACT INFORMATION OF THE COPYRIGHT HOLDER

The Users can contact the Company by sending an email to the info@a4lawfirm.ru to get more information and send requests to support service.

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