

## USER AGREEMENT

This document (User Agreement) is a proposal (public offer) to enter into an agreement with the **VYZOV Foundation for the Development of Scientific and Cultural Relations (OGRN (Primary State Registration Number) 1237700439019)** (hereinafter referred to as the Administrator and/or the Organizer) on the terms specified below.

### 1. General Provisions

1.1. As used in this document and in the relationships of the Parties arising from or related thereto, the following terms shall apply:

- a) **Prize:** The VYZOV Prize for Future Technologies, a public competition held annually since 2023. The official language of the Prize is Russian.
- b) **Prize Website/Website:** The official websites of the Prize available in the Internet at [премиявызов.рф](http://премиявызов.рф), [vyzovprize.com](http://vyzovprize.com) (including subdomains). The Website contains the VYZOV Prize for Future Technologies Regulations (hereinafter referred to as the Regulations) and other regulating documents related to the Prize, as well as all relevant information about the Prize and its proceedings.
- c) **Content:** Any information materials, including text, graphic, audiovisual, and other materials that can be accessed using the Website or are uploaded to the Website by Prize Participants, including information materials (text, graphic, audiovisual, and other materials) related to the Project.
- d) **User:** An individual who enters into an Agreement with the Administrator on their own or someone else's behalf in accordance with the requirements of current legislation and the terms of the Agreement.
- e) **Application:** An application for participation in the Prize submitted on the Website in the form of a questionnaire that meets the requirements of the Prize Regulations (hereinafter referred to as the Regulations). Registration on the Website is required for submitting an Application.
- f) **Project:** A scientific study, know-how, layout, or other result of the Project Author (and) Co-Author intellectual activity submitted by the person who filled out the Application for consideration of the Prize Bodies with the purpose of completing the Prize Stages and receiving the Money Prize.
- g) **Prize Participant:** The author (co-authors) of the Project who meet(-s) all the requirements specified in the Prize Regulations, and who is (are) mentioned in the Application submitted on the Website, and who intends to use, is using or has used the Website functionality to participate in the Prize held by the Administrator.
- h) **Personal Account:** A personal section of the Website that can be accessed by the User after registration and/or authorization on the Website. The Personal Account is used to store the User's personal data, and to view and manage the available functionality of the Website.

1.2. The Agreement may include other terms and definitions not specified in Section 1.1 thereof. In this case, these terms shall be interpreted in accordance with the text of the Agreement and/or the Regulations. In case no unambiguous definition of a term can be found in the Agreement, it shall be interpreted based on the mandatory documents specified therein (primarily), the legislation of the Russian Federation (secondly), and business practices and scientific principles (subsequently).

1.3. The use of the Website by the User in any way and in any form within the limits of its declared functionality, including:

- viewing the Content using the Website;
- registration and/or authorization on the Website;
- provision of the Content using the Website;
- other uses of the Website,

creates an agreement on the terms of this Agreement and the mandatory documents specified therein in accordance with Articles 437 and 438 of the Civil Code of the Russian Federation.

1.4. By using the Website in any of the above-mentioned ways, the User confirms that:

- a) The User have carefully studied the terms of the Agreement and the mandatory documents specified therein, including the Regulations, prior to using the Website.
- b) The User accepts the terms of the Agreement and the mandatory documents specified therein in full and without any exceptions or limitations on the part of the User, and undertakes to comply with them or

cease using the Website. Should the User not agree with the terms of the Agreement and the mandatory documents specified therein or is not entitled to enter into an agreement based on them, the User must immediately cease using the Website.

c) The Agreement (or any part of it) and/or the mandatory documents specified therein may be changed by the Administrator without any special notice. The new version of the Agreement and/or the mandatory documents specified therein shall come into force from the moment it is posted on the Website or brought to the attention of the User in another convenient form, unless otherwise provided by the new version of the Agreement and/or the mandatory documents specified therein.

## **2. General Terms and Conditions of the Website Use**

2.1. A mandatory condition of concluding the Agreement shall be the User's full and unconditional acceptance and compliance with the terms and conditions of the **Personal Data Processing Policy** posted on the Website, which contains the rules for the provision and use of confidential information, including the User's personal data, and is binding on both Parties.

2.2. The User is entitled to use the functionality of the Website limited to browsing the Content without prior registration and/or authorization on the Website. The User shall be granted access to the full functionality of the Website after registration and/or authorization on the Website in accordance with the rules established by the Administrator.

2.3. The list of functional features that require prior registration and/or authorization shall be determined at the sole discretion of the Administrator and may be changed periodically.

2.4. For registration on the Website, the User undertakes to provide accurate and complete information about themselves in response to the questions in the registration form and keep this information up to date. If the User provides incorrect information or if the Administrator has grounds to believe that the information provided by the User is incomplete or inaccurate, the Administrator is entitled to block or delete the User's Personal Account at their discretion, as well as restrict the User's access to the Website in full or in part.

2.5. The Administrator reserves the right at any time to request the User to confirm the data specified during the registration and to provide supporting documents (in particular, identification documents). The failure to provide the requested documents may, at the Administrator's discretion, be equated to providing false information and entail the consequences stipulated in Section 2.4 of the Agreement.

2.6. Should the User's data specified in the provided documents not correspond to the data specified during the registration, or should the data specified during the registration not allow for the identification of the User, the Administrator is entitled to apply the measures stipulated in Section 2.4 of the Agreement.

2.7. The User may be informed of the technical, organizational, and commercial conditions for using the Website through the corresponding notifications or posts placed on the Website.

2.8. The use of the Website Content without the consent of the respective copyright holder is prohibited (Article 1270 of the Civil Code of the Russian Federation). Licenses must be obtained or license agreements must be concluded with copyright holders for the lawful use of the Website materials.

## **3. Guarantees of the Parties**

### 3.1. The User hereby guarantees:

By accepting the terms of the Agreement, the User confirms and guarantees that:

3.1.1. The User has all the necessary rights and authority to enter into an Agreement for the use of the Website and to execute it.

3.1.2. The use of the Website shall be carried out by the User solely for the purposes of the Agreement in compliance with its provisions, the provisions of the Russian legislation and international law, including in the field of intellectual property, copyright, and/or related rights, as well as the common practice.

3.1.3. The User shall not perform any actions that conflict with or interfere with the proper working of the Website or the operation of any hardware, software, or network equipment used for or by the Website, as well as any actions that lead or may lead to disruption of the normal operation of the Website and its services.

3.1.4. The User's use of the Website for specific purposes shall not violate the property and/or personal non-property rights of third parties, as well as the relevant provisions of the Russian legislation pertaining to, without limitation, copyright and related rights, trademarks, service marks, geographical indications, industrial designs, rights to use images of people, etc.

3.1.5. The Content and other data provided by the User shall not contain information and/or images that offend the honor, dignity, and business reputation of third parties, as well as information promoting violence, pornography, drugs, racial or national hostility; the User shall obtain all necessary permissions for the use of the Content from authorized persons.

3.1.6. The User accepts, understands, and guarantees that each citation of the Content posted on the Website, including of the works protected by copyright, shall be accompanied by a link to the Website in accordance with Paragraph 1 of Section 1 of Article 1274 of the Civil Code of the Russian Federation.

### 3.2. Administrator guarantees:

The Administrator hereby confirms and guarantees that:

3.2.1. The terms and conditions (rules) of the Prize, including all information deemed necessary by current legislation, particularly the terms and conditions of the Prize, the criteria and procedure for Participant assessment, the period of assessment and its procedure, the nature and amount of a money prize or a special prize, the procedure and deadline for the Prize results announcement, as well as the conditions for processing of personal data of Prize Participants and other Website Users by the Organizer in accordance with the Personal Data Processing Policy posted on the Website shall be published on the Website.

3.2.2. The processing of personal data of Prize Participants and other Website Users shall be carried out strictly in accordance with the requirements of the current legislation of the Russian Federation and the Personal Data Processing Policy;

3.2.3. The terms and conditions (rules) of the Prize shall comply with the current legislation of the Russian Federation and the Regulations. The Prize shall be held in full accordance therewith.

## **4. Content Licensing**

4.1. By accepting the terms of the Agreement, the User grants the Administrator a free non-exclusive license to use the Content that the User uploads (posts or broadcasts) to the Website.

4.2. This non-exclusive license for the use of Content shall take effect when the User uploads the Content to the Website and shall remain valid worldwide for the entire validity period of the exclusive rights to the objects of copyright and/or related rights that form the Content.

4.3. This non-exclusive license shall grant the Administrator the right to use the Content worldwide in full or in part for the entire validity period of the exclusive rights hereto in the following ways:

- reproduce the Content, i.e. make one or more copies of the Content in any material form, as well as copy it to the memory of an electronic device (reproduction right);
- distribute copies of the Content, i.e. provide access to the Content reproduced in any material form, including through network and other means, as well as through sale, rent, loan, and donation, including import for any of these purposes (distribution right);

- publicly display the Content (right of public display);
- communicate the Content in a manner that allows any person to access it interactively from any place and at any time (right of communication to the public);
- modify the Content, i.e. remake or transform the Content in any manner, including translating the Content from one language to another (right to processing);
- transfer the rights to the Content in full or in part to third parties (right to sublicense).

4.4. If the Content does not contain objects of copyright or related rights, the Agreement has it that the Administrator is entitled to use the Content (data and other information materials) submitted by the User in any way, including the right to record, systematize, accumulate, store, modify (update, change), extract, use, depersonalize, block, delete, destruct, and transfer (distribute to third parties for any purposes) the Content at the sole discretion of the Administrator.

4.5. If the Content submitted by the User contains elements that require entering into additional agreements or obtaining consent/permissions from the co-authors or joint copyright holders, the User shall independently:

- bear the burden of concluding such agreements or obtaining such consents/permissions;
- guarantee the existence of such consents/permissions or relevant agreements;
- bear responsibility before the law, the Prize (the Organizer), co-authors and other third parties for violation of the above guarantee.

The part of the Content that can be used independently of other parts, i.e. a part having independent significance, may be used by the User at their own discretion, except as otherwise envisaged by an agreement between co-authors/joint copyright holders.

## **5. Limitations**

By agreeing to the terms of the Agreement, the User understands and acknowledges that:

5.1. The provisions of consumer protection laws are not applicable to the Parties' relations regarding the provision of the Website free of charge.

5.2. The Website is provided for informational use "as is," which means that the User is not given any guarantees that the Website will meet the User's requirements; will operate uninterruptedly, quickly, reliably and without errors; the results that may be obtained from the use of the Website will be accurate and reliable; the quality of any product, service, information, and Content obtained using the Website will meet the User's expectations; all errors in the Website software will be corrected.

5.3. The User agrees that the Administrator is not responsible and has no direct or indirect obligations to the User in connection with any possible or occurred losses or damages associated with any content of the Website, copyright registration and information about such registration, goods or services available on or received through external sites or resources or any other sources the User contacted using the information posted on the Website or links to external resources.

5.4. Since the Website is under continuous development and its functionality is constantly updated, the form and nature of the provided information may change from time to time without prior notice to the User. The Administrator is entitled, at their sole discretion, to terminate (temporarily or permanently) the provision of services (or any individual functions within the services) to all Users or to a specific User without prior notice.

5.5. The Administrator has no relation to the Content uploaded by Users to the Website and does not check its compliance with the requirements of applicable law and the User's rights to distribution and/or use thereof.

The person who created the Content and/or uploaded it to the Website shall bear full responsibility for its content and its compliance with the requirements of applicable law.

The Administrator shall bear no responsibility for the User's visit to and use of external resources the links to which may be posted within the Content on the Website.

5.6. The User hereby accepts it that all the Content and services of the Website or any part thereof may be accompanied by advertising. The User agrees that the Administrator bears no responsibility and has no obligations in connection with such advertising.

5.7. In particular, the User is prohibited from using the Website for:

- placement and/or distribution of counterfeit materials;
- placement and/or distribution of political materials, statements, views, beliefs, etc.;
- placement and/or distribution of pornographic materials, as well as promotion of pornography and child erotica, and advertising of sexual services;
- distribution of any other prohibited information, including extremist materials, as well as materials aimed at infringing human rights and freedoms on the basis of race and nationality, religion, language, and gender, inciting to commit violent acts against persons, promoting animal cruelty, or calling for other illegal actions, including materials explaining the procedure for the manufacture and use of weapons, drugs, and their precursors, etc.;
- distribution of false information discrediting the honor, dignity, or business reputation of third parties;
- predominant or exclusive placement of links to other sites;
- committing other illegal actions, including obtaining unauthorized access to confidential information, its distribution, unauthorized access to computer information, use and distribution of malicious computer programs, violation of the rules for using the means of storing, processing, or transmitting computer information and information and telecommunication networks, organization of gambling, lotteries, and other similar activities that violate the current legislation of the Russian Federation;
- organizing competitive events that incite Users to commit illegal acts or collect/present the above-described materials and information.

5.8. The User shall not have the right to perform the following actions, independently or with the involvement of third parties:

- copy (reproduce) in any form and manner the software and databases used by the Website, including their elements and Content, without prior written consent of their owner;
- reverse engineer, emulate, decompile, disassemble, decrypt, and perform other similar actions with the Website;
- create software products and/or Websites using the Website or its elements without prior written consent of the Administrator.

5.9. In case of violation of the rights and/or interests of the User in connection with the provision of the Website, including the posting of inappropriate Content by another User, the User undertakes to inform the Administrator thereof. To do this, the User shall send a written notice to the Administrator detailing the circumstances of the violation and a hypertext link to the Content that violates the rights and/or interests of the User.

5.10. The User shall bear full responsibility for any violation of their obligations established by the Agreement and/or applicable laws, as well as for the consequences of such violations, including any loss or damage that may be incurred by the Administrator and other third parties.

5.11. In the event of any claims by third parties regarding the violation by the User of property and/or personal non-property rights of third parties or any prohibitions or restrictions established by law, the User must, at the request of the Administrator, undergo formal identification by providing the Administrator with a notarized obligation (indicating their passport data) to settle the claims on their own and at their own expense.

5.12. In accordance with the law that establishes liability for posting and providing access to illegal Content, organizing gambling, lotteries, and other similar activities that violate the current legislation of the Russian Federation, the Administrator is entitled to remove any Content from the Website or limit access to it unilaterally until the User provides a written obligation in accordance with Section 5.11 of these Regulations.

5.13. In case of a repeated or a single gross violation by the User of the terms of the Agreement, including the mandatory documents specified therein, and/or legal requirements, the Administrator is entitled to block access to the Website or otherwise limit (terminate) the provision of its services to the User.

5.14. If the Administrator is held accountable or penalized for the violation by the User of the rights and/or interests of third parties or the prohibitions and restrictions established by the legislation of the Russian Federation, the User shall fully compensate the losses to the Administrator.

5.15. The Administrator shall be exempt from any liability connected with the violations committed by the User, as well as any harm or losses sustained by the User in connection with these violations.

5.16. The liability of the Administrator shall under any circumstances be limited to 1,000 (one thousand) rubles and shall be imposed on them only if they are duly proven guilty in accordance with current legislation.

## **6. Notifications**

6.1. The User agrees to receive from the Administrator informational electronic messages (hereinafter referred to as notifications) on important events occurring on or in connection with the Website to the email specified during registration.

6.2. The Administrator is entitled to use notifications to inform the User about the updates and new features of the Website and/or changes to the Agreement or mandatory documents specified therein.

## **7. Electronic Signature Agreement**

7.1. The Administrator and the User may use electronic documents signed with a simple electronic signature for the purposes of the Agreement.

7.2. A simple electronic signature is an electronic signature that confirms the fact that the signature was formed by the User by using the User's username and password or email address specified during registration (electronic signature key).

7.3. By agreement of the Parties, electronic documents signed with a simple electronic signature shall be recognized as equivalent to paper documents signed with a handwritten signature.

7.4. The Administrator shall identify the owner of the electronic signature by the username and password specified during registration and/or authorization on the Website when the User performs an action on the Website, or by the email address used by the User if the Administrator receives a message from this address.

7.5. Any actions performed using a simple electronic signature of a specific User shall be considered to be performed by this User.

7.6. The User undertakes to maintain the confidentiality of the electronic signature key. In particular, the User is not entitled to transfer their username and password or provide access to their email address to third parties, and is fully responsible for their safety and individual use, while independently choosing the method of their storing and restricting access to them.

7.7. In case of unauthorized access to the username and password, their loss or disclosure to third parties, the User must immediately notify the Administrator by email sent from the email address specified during registration.

7.8. In case of loss or unauthorized access to the email address specified during registration, the User must immediately change the address to a new one and notify the Administrator by email sent from the new email address.

## **8. Other Conditions**

8.1. The Registered User shall independently determine the conditions and procedure for using the Website, which, however, must under no circumstances contradict the Agreement.

8.2. Nothing in the Agreement shall be understood as the establishment between the User and the Administrator of agency, partner, joint activity, personal employment, or any other type of relationships not expressly provided for in the Agreement.

8.3. The recognition by a court of any provision of the Agreement as invalid or unenforceable shall not invalidate its other provisions.

8.4. The lack of action on the part of the Administrator in case of violation of the terms of the Agreement by any User shall not deprive the Administrator of the right to take appropriate actions later to protect their interests and copyrights to the Website Content in accordance with the law.

8.5. **Applicable law.** The Agreement, the order of its conclusion and execution, as well as issues not covered by the Agreement are governed by the current legislation of the Russian Federation.

8.6. **Dispute resolution.** All disputes arising under or in connection with the Agreement are subject to settlement in court at the location of the Administrator in accordance with the current procedural law of the Russian Federation.

8.7. **Changes.** The Agreement may be changed or terminated by the Administrator unilaterally without prior notice to the User and without payment of any compensation in connection therewith. If the User disagrees with the changes made, they must refuse access to the Website and cease using the Website Content and services.

8.8. **Agreement version.** The current version of the Agreement is posted on the Website.

## **9. Administrator Details:**

VYZOV Foundation for the Development of Scientific and Cultural Relations

Address: 7 Ul. Nobelya, floor 4, room/office V/15, Skolkovo Innovation Center, Mozhaysky Municipal District, Moscow, 121205, Russia

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