

User Agreement

This document entitled "User Agreement" constitutes the legal proposal of the Limited Liability Company "Liga Sporta" to enter into the Agreement subject to the terms and conditions set forth below.

1. General

1.1. The following terms shall have meanings as specified below, both in this User Agreement and in Party interactions arising therefrom:

- a) **Agreement** - this document with all the annexes, amendments and additions thereto, which describe the general conditions of Service use.
- b) **Service** - a set of sites and content contained therein, to which Users have access through the Platform.
- c) **Platform** – Rightholder's firmware integrated with the Site.
- d) **Site** – an automated information system located on the Internet at the following address (including subdomains) <https://swim-kids.com/>.
- e) **Content** - any material, including text, image, audio-visual and other materials, which can be accessed using the Service.
- f) **Rightholder** – LLC "Liga Sporta", which is the owner of the exclusive rights to the Platform.
- g) **User** – a physical person in his full legal capacity who has entered into this Agreement in his own interest, or who is acting on behalf of, and in the interests of, another person (his beneficiary), as permitted by the terms of this Agreement and Mandatory documents.
- h) **Status** - a set of Site functions chosen by the User from those offered by the Rightholder.
- i) **Customer** - a person who has registered on the Site as a User in order to use the Site and/or Service provided on the Site's platform in order to find Contractors and to place Orders for services.
- g) **Contractor** - a person who has registered on the Site as a “Partner” in order to use the Site and/or Service provided on the Site's Platform in order to find Customers and to enter into and perform Transactions.
- k) **Transaction** – a compensation-based service agreement between Contractor and Customer.
- l) **User profile**- a restricted section of the Site to which the User gains access after registration and / or logging-in. The User profile is intended to store the User's personal information, to allow Users to view and manage available functions of the Site and/or Service based on the Site. In particular, the User profile is intended to allow informational services to be performed under this Agreement and Transactions. Additionally, Customer User profile is intended for placement of Content, performance of informational services to Customers, and for other business-related purposes.

1.1. Other terms and definitions not specified in clause 1.1 hereof can also be used herein. Interpretation of such terms shall be made in accordance with the text of this User Agreement. In the absence of an unambiguous interpretation of the term or definition in the text of this Agreement, interpretation should be guided by: first, by the Mandatory documents specified therein, second, by the laws in effect of the Russian Federation, and, thereafter, by common business practices.

1.2. Your Use of the Site and/or of the Service available on the Site, in any way or form, within the available functional parameters and purposes, including:

- viewing Content using the Service,
- registration and/or logging-in to the Site,
- placing or making available Content on the Site, including placing hyperlinks,
- other use of the Site and/or the Service

creates an agreement, based on the terms of this understanding and the documents specified therein, which is binding on the Parties in accordance with Art. 437 and 438 of the Civil Code of the Russian Federation.

1.3. By accessing the Service by any of the above-stated means you acknowledge that you:

- a) Have read this Agreement and the Mandatory Documents specified herein in full before using the Site and/or Service;
- b) Accept the terms and conditions of this Agreement and the Mandatory Documents specified herein in full, without any exceptions or limitations on your part, and undertake to abide by them or to cease using the Site and/or Service. If you do not accept the terms and conditions of this Agreement and the Mandatory Documents specified herein, or have no legal right to enter into the Agreement based on them, you should immediately cease all use of the Site and/or the Service.
- c) The Agreement (including any of its parts) and / or the Mandatory Documents specified therein can be amended by the Rightsholder without notice. The new version of the Agreement and/or the Mandatory Documents specified herein becomes valid at the moment it is posted on the Rightsholder's Site, or made known to the User in any convenient form, unless provided for otherwise by the new version of the Agreement and/or the Mandatory documents specified herein.

2. GENERAL CONDITIONS OF USE

2.1. An obligatory requirement for the entering into this Agreement is the full and unconditional acceptance by the User, and adherence to, of the terms and conditions contained in following documents ("Obligatory Documents"):

- a) **Privacy Policy**, posted and / or available at:

<https://my.swim-kids.com/content/documents/swim-confidentiality-en.pdf>

which contains the rules for the provision and use of personal information, including that of the User, as well as that of other beneficiaries of the Transaction.

- b) **Agreement, which contains the terms and conditions of Service use by users registered on the Site as Partners**, posted and / or available at:

<https://my.swim-kids.com/content/documents/swim-agreement-en.pdf>

2.2. Limited use of the Site and/or Service is possible by viewing the Content in the sections of the Site accessible to Users without prior registration and/or logging-in to the Site.

The rest of the Site and/or Service is available after User registration and/or logging-in, in accordance with the rules established by the Rightsholder.

2.3. The Rightsholder has the sole right to determine which services on the Site require prior registration and/or logging-in, and may require additional information and documentation for certain services. The list of such Services can change from time to time at the Rightsholder's sole discretion.

2.4. When using the Site and/or the Service provided on the Site, the User undertakes to provide reliable and complete information about himself on the registration form and/or loggin-in form, and to update this information when necessary. If the User provides misleading information or the Rightsholder has grounds to believe that the information provided by the User is incomplete or misleading, the Rightsholder has the right, at its discretion, to block or delete the User's profile and to block access to the Service in full or in part.

2.5. The Rightsholder reserves the right at any time to require the User to confirm the information provided during the registration, creation of the User profile or completion of the Transaction, by providing supporting documentation. Failure of the User to provide such documentation can, at the discretion of the Rightsholder, be equated with providing misleading information, giving rise to measures described in article 2.4 hereof.

2.6. If User information, as confirmed by the presented documentation, does not correspond to the previously provided information, or if information the User has provided during registration does not allow for User identification, the Rightsholder has the right to invoke clause 2.4 hereof.

2.7. Technical, organizational and commercial terms of use of the Site and/or Service may be made known to the Users by posting on the Site or by a separate notice to the Users.

2.8. The Rightsholder can limit or restrict the use of the Site and/or Service, which restrictions will be made known to the Users in the form and manner chosen by the Rightsolder.

3. USER WARRANTIES

By accepting the terms and conditions of this Agreement, you acknowledge and warrant that:

3.1. You have all the necessary rights and powers to enter into this User Agreement;

3.2. You will use the Site and/or Service solely for the purposes permitted by this Agreement and in compliance with its terms and conditions, as well as the requirements of applicable law and generally accepted practices;

3.3. You will not perform any actions that conflict or interfere with the provision of the Service or with the operation of the relevant equipment, networks, or software with which the Service is provided;

3.4. Your use of the Site and/or the Service provided on the Site for specific purposes does not violate property and/or non-property rights of third parties, as well as prohibitions and restrictions established by the applicable law, as well as the laws of the country of your location, including, without limitation, copyright and related rights, trademarks, service marks and appellations of origin, industrial design rights, rights to images; content and other information provided by you do not contain information and/or images offending the honor, dignity and business reputation of third parties, as well as information promoting violence, pornography, illegal drugs, racial or national enmity; and you have received all the necessary permits from authorized persons for the use of such Content.

3.5. The Contractor additionally warrants that processing of Customer personal information during the provision of Service shall be done strictly in compliance with current law and Privacy Policy.

4. CONTENT LICENSE

4.1. By accepting the terms of this Agreement, you grant the Rightsholder a free, simple (non-exclusive) license to use the Content that you add (post or broadcast) on the Site of the Rightsholder.

4.2. This this simple (non-exclusive) worldwide license is granted to the Rightsholder at the moment you add the Content to the Site, for the entire duration of exclusive copyright or related rights forming such Content

4.3. Under such simple (non-exclusive) license granted to the Rightsholder, the use of the Content is permitted in the following ways:

- Reproduction, i.e. making of one or more copies of the Content in any form, including electronically (reproduction right);
- Transmittal, i.e. providing access to Content, reproduced in any form, including through networks and other means, as well as Content sale, rental, granting free use, including importation for any of these purposes (transmittal right);
- Public display (public display right);
- Publication in such a way that any person can access it online from any place and at any time (publication right);
- Modification, i.e. alteration or other processing the Content, including translation of the Content from one language to another (processing right);
- Assignment of all or part of the Content to third parties (sub-licensing right).

4.4. In the absence of copyright or related rights in the Content, you hereby provide the Content – information and other materials- to the Rightsholder for use by any means, including recording, sorting, accumulatisation, storage, clarification (updating, modifying), extraction, use, anonymization, blocking, deletion, destruction of such data, transmittal (distribution, transfer to any and all third parties for all uses) subject to the Rightsholder's exclusive discretion.

5. **LIMITATIONS**

By agreeing to the terms of this Agreement, you understand and acknowledge that:

5.1. Consumer protection laws do not apply to the Parties if Service is provided free of charge.

5.2. Access to the Site and the Service are provided on an "as is" basis; no guarantees are given that the Site and/or the Service will meet your requirements; it is not guaranteed that access to the Site or the Service will be provided continuously, quickly, reliably and without errors; that the results obtained using the Service will be accurate and reliable; that the quality of any product, service, information and Content obtained using the Service will meet your expectations; that all errors in the Site's software will be corrected.

5.3. Since the Site is continuously updated and new functions are regularly being added, form and nature of the Service may change from time to time without prior notice to you. The Rightsholder has the right, at its discretion, to cease (temporarily or permanently) providing the Service (or any individual aspects of the Service) to all Users in general, or specifically to you, without prior notice to you.

5.4. You have no right to, directly or indirectly (through third parties):

- Copy (reproduce) in any form or manner, in full or in part, the software, databases or Content part of the Site, without prior written consent of their owner;
- Get unauthorized access to the technology, emulate, decompile, disassemble, decrypt, and perform other similar actions with any part of the Site;

- Create software products and / or services using the Site and / or the Service without prior permission of the Rightsholder.

5.5. All Transactions are between Contractors and Customers. The Rightsholder is not a party to the Transaction and is not responsible for their performance. The Rightsholder acts as an informational intermediary for the entering into and performance of the Transaction, does not control and is not responsible for the terms, conditions, timing, quality of performance of the Transaction and the services contracted for therein.

5.6. The Rightsholder is in no way connected with the Content placed or made available by on the Site, does not check the content, authenticity and safety of such Content or its components, nor its compliance with applicable laws, Users' rights to distribute or use such Content, nor the truthfulness of the information contained therein or availability of licenses for activities mentioned therein.

Liability for Content under applicable laws is borne by the person who created and added such Content to the Site.

5.7. Specifically, you are prohibited from using the Site and/or the Service made available on the Site for posting or distribution of:

- Counterfeit materials;
- Pornographic materials, promotion of pornography and underage erotica, advertisements for sex services;
- Any other prohibited materials under applicable law, including extremist, infringing upon human rights and freedoms on grounds of race and nationality, religion, language, and sex, inciting violence against persons or inhumane treatment of animals, or inciting any other illegal acts under applicable law such as, without limitation, containing explanations for making and using of firearms, illegal drugs and their precursors;
- Untrue information, defaming the honor, dignity or business reputation of third parties;
- Materials containing predominantly or exclusively links to other sites;
- As well as using the Site for carrying out all other illegal activities under applicable law, including: unauthorized access to and distribution of confidential and computer information, use and distribution of malicious computer programs, violations of the rules of operation and storage, processing or transmission of computer and telecommunication networks, running of gambling, lotteries and other addictive activities.

5.8. In case of violation of your rights under the Service, including improper posting of Content by another User, report it to the Rightsholder by sending a written notice to the Rightsholder with a detailed description of the breach and a hypertext link to the Content violating your rights.

5.9. You bear full and sole liability for breach of any of the obligations set forth in this Agreement and / or in applicable law, as well as for the consequences of such violations (including any loss or damage which the Rightsholder or third parties may incur).

5.10. If a third party claims that you violated any of its rights or any bans or restrictions imposed by law, you must, at the request of the Rightsholder, go through a formal identification procedure, providing a notarized undertaking to settle such claims on your own, at your own expense, stating your passport number.

5.11. Due to possible legal liabilities for posting illegal Content, the Rightsholder reserves the exclusive right to remove, edit, limit access to any Content on the Site, until receipt from you of the above-written undertaking.

- 5.12. In case of repeated or gross violation of the terms and conditions of this Agreement, including Mandatory Documents mentioned herein and / or applicable law, the Rightsolder reserves the right to block access to the Site and Service, or otherwise limit or terminate Service to the User.
- 5.13. In case the Rightsholder is held liable for, or has any damages imposed on him, for your violations of rights of third parties or applicable laws, you must fully indemnify the Rightsholder for all losses.
- 5.14. The Rightsholder bears no liability for any of your violations nor for any harm or losses caused to you under the above circumstances.
- 5.15. In any case, the Rightsholder's liability is limited to 1 000 (one thousand) Russian rubles, which liability it will bear only if it is found at fault for its actions.

5. **NOTICES**

- 6.1. You agree to receive electronic notices and other communications sent to your e-mail address and / or phone number (hereinafter - "Communications") regarding important events taking place in the Service or related to this Agreement and / or Transactions.
- 6.2. The Rightsholder has the right to use Communications to inform Users of the changes to the Site or Service or new features thereto, and / or of amendments to the Agreement and Mandatory documents specified herein.

6. **ELECTRONIC SIGNATURE**

- 7.1. The Rightsholder and the Users, as well as the Users, between them, can use electronic documents signed by a simple electronic signature.
- 7.2. By "simple electronic signature" is meant an electronic signature used by a User who has logged into the Service using his username and password, as well as his phone numbers and/or email (e-signature key), to certify that he provided such electronic signature.
- 7.3. The login function is performed by the User's phone number. The password is provided to the User at registration and can subsequently be changed by the User in his User profile.
- 7.4. The Parties agree that electronically signed documents are equivalent to paper documents signed by a handwritten signature.
- 7.5. The Rightsholder recognizes the User's simple electronic signature by the User name and password connected to his User profile at the time of registration or logging-in into the Site for access to Service, or by User's telephone number or email when the Rightsholder receives messages from this number or address.
- 7.6. Any actions performed as confirmed by simple electronic signatures of a given User shall be considered as performed in fact by that User.
- 7.7. User agrees to keep the e-signature key confidential. Specifically, the User has no right to give right of use of his password or provide access to his telephone or e-mail to third parties, and remains fully liable for their safekeeping and personal use, himself choosing a method of storing them and limiting access to them.

7.8. In case of unauthorized access to a User's profile, loss of login or password, or their disclosure to third parties, the User must immediately notify the Rightsholder by e-mail from the address used for accessing the Service and to make all the necessary efforts to change his password.

7.9. In case of loss of, or unauthorized access to, the User's email address given when registering for the Service, the User must immediately replace such address with another one, and inform the Rightsholder thereof by email from the new email address.

7.10. In case of loss of the SIM-card, the User must immediately replace it and inform the Rightsholder thereof by e-mail from the email address used for accessing the Service.

8. OTHER

8.1. The User himself shall determine the conditions and procedures for using the functionality of the Site and / or Service, which, however, under no circumstances can violate this Agreement.

8.2. **Applicable law.** This Agreement, the procedures for its execution and performance, as well as all issues not specified herein, shall be regulated by the law of the Russian Federation.

8.3. **Dispute resolution.** All disputes under this Agreement, or in connection with it, are subject to resolution at the courts located in the jurisdiction of the Rightsholder, in accordance with the procedural law of the Russian Federation.

8.4. **Amendments.** This Agreement may be amended or terminated by the Rightsholder unilaterally, without prior notice to you and without payment of any compensation therefor.

8.5. **Agreement Version.** The current version of this Agreement is available at <https://my.swim-kids.com/content/documents/swim-agreement-en.pdf>

8.6. Rightsholder :

Ltd. "Sports League" [need to make uniform your name in English, in all documents]

OGRN 1127017019282;

INN: 7017310356 PPC 701701001

Registered address: 634009, Tomsk, per. Poimennyi, 4a.;

Email: office@fsjunior.com

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