

Terms of Use

Version №2 from the December 29, 2018. The Terms of Use (Current version) is available on the website: invest-vitrina.com/docs/ru/TermsOfUse.pdf

1. General provisions

1.1. The current Terms of Use (“Agreement”) sets the order and terms of use of all services and functions of the website invest-vitrina.com (“Website”), the current agreement does not regulate the relations between the Users, between the Users and the Project on the deals, concluded by them through the Platform.

The current agreement, in accordance with the art.437 of the Russian Federation Civil Code, is the written public offer of the **LLC “Corporation “Razvitie”** (“the Company”) , Primary State Registration Number (ОГРН): 1183123018880, Taxpayer Identification Number (ИНН): 3123439322, situated on the address: Russian Federation, city of Belgorod, 85 Pobedy str., building 17.

1.2. The agreement has been worked up in accordance with the current Russian Federation legislation. All relations appearing in connection with the usage of the Website are regulated with the current Russian Federation legislation, if the other is not mentioned in the Agreement itself or in the appendixes to it.

1.3. Before the commencement of the usage of the Website, the User must become acquainted with the current Agreement and refuse from the usage of the Website or any its part, if the provisions of current Agreement do not respond to the interests of the User or unacceptable for him or her on any other reasons. The conditions of current Agreement can be taken by the User only in full volume. The partial refuse from the accomplishment of the conditions of the agreement is not acceptable.

The User’s reference to ignorance of conditions of current Agreement and the additions to it is not the basis for nonfulfillment by the User of current Agreement.

All actions accomplished by the User on the Website are considered as the actions of the subject acquainted with the conditions of these rules and additions to them and taken the mentioned rules.

1.4. The agreement is addressed to the subjects who have, in accordance with the current civil legislation, full volume of capability, otherwise the User is obliged not to use the Website (including if the User is not yet 18 years old for the moment of the usage of the Website).

1.5. The unconditional acceptance by the User of current Agreement (the acceptance by the User of current offer in accordance with the art.438 of the Russian Federation Civil Code) is the accomplishment by the User any of the following actions:

- passing of the registration on the Website;
- the usage of any of the services, instruments or functions of the Website, independently from the passing of registration.

1.6. The Company is not the organizer of the Projects. The Company does not have material interest in financial results of its activity and it is not responsible to the User for the activity of the Projects, the actions of the other Users and third parties.

1.7. The website located on the Internet on the address invest-vitrina.com is Crowdfunding platform that gives the Users of this website the opportunity independently, at his or her fear and risk:

- to publish the public offers on the Website (Projects);
- to accept the public offers (Projects);
- to use the other available services of the Website.

All deals accomplished with the usage of the Website services between the Users are fulfilled without the Operator's participation. The services and the functions, presented on the Website pages, are granted "as it is" and cannot be changed in

accordance with the wishes of the separate subject or group if the other is not set by the current Agreement or the additions to it.

1.8. The Terms of Use may be changed by the LLC "Corporation "Razvitie" at any time without any special notification of the User about it.

The new version of the Terms of Use inures since the moment of the allocation of it on the Website if the other is directly not mentioned in the new version of the Terms of Use.

The regular acquaintance with the active version of the Terms of Use, including each time before the commencement of using of any service of the platform of the Website is the User's obligation.

The usage of the Website after coming into force of new version of the Terms of Use means the User's consent with it and the application of the provisions of the new version to him or her in full volume .

The active version of the current Terms of Use is available on the Website: invest-vitrina.com/pages/user-agreement.

1.9. Any deal concluded by the User with the usage of the Website is accomplished by the User voluntarily and at his or her discretion. Before concluding any of such deals, the User must define himself or herself the readiness of taking the risks that may appear in connection with the concluded deal and also acquaint attentively with the content of the corresponding contracts.

1.10. All objects accessible by means of the Website including the elements of design, text, graphic images, illustrations, video, audio, ideas, commercial information, calculations, technologies and other objects ("the objects of exceptional rights"), and also any content allocated on the Website are the objects of exceptional rights of the Company, the Users who allocated it or the object of exceptional rights of the other rightholders.

2. The General terms and definitions.

2.1. **The Website** is the totality of the data (web-pages), allocated on the Internet, unified by the common theme, design and unified address area of the domain: invest-vitrina.com and its subdomains. The starting page of the Website is allocated on the Internet on the address invest-vitrina.com/

2.2. The owner of the Website, the Operator is LLC “Corporation “Razvitie” (“Company”) , Primary State Registration Number (ОГРН): 1183123018880, Taxpayer Identification Number (ИНН): 3123439322, situated on the address: Russian Federation, city of Belgorod, 85 Pobedy str., building 17, that has the rights of administrating of the Website.

2.3. The Administration of the Website -

the authorized employees of the Company who, in accordance with the given authorities, accomplish the administration and technical support of the work of the Website.

2.4. **The User** - physical body, possessing the full capability, at least 18 years old, that is the citizen of Russian Federation or foreign citizen that has a status of tax resident of Russian Federation or the legal entity of Russian Federation or the individual entrepreneur, registered in Russian Federation, who use in one way or another the services and functions of the Website, independently from whether they have passed the registration on the Website or not.

2.5. **The registration of the User** – the established order of actions, after the accomplishment of which, the User is given individual password and login. The registration of the User allows to identify the special subject.

2.6. **The User’s personal page** (Profile, Personal cabinet) – the part of the Website in form of the web page (web pages) which is created automatically for the User after passing of the registration. By means of the functions allocated at the personal page the User uses the functions and the services of the Website.

2.7. **The project profile** – short description of entrepreneur activity of the Project, formed by the Initiator, on the basis of which, the User defines for himself or herself the expediency of investing money in the Project.

2.8. Initiator – the User allocating the information about his or her projects for the purpose of searching for the team of the project, searching for the audience which is interested in the project, for the purpose of popularization of the Project and attracting in it intellectual, human, financial and other resources for its successful implementation. The status of Initiator is considered to be taken by the User since the moment of the allocation (publication) of his or her project on the Website and operates during the term of realization of this project.

2.9. **Investor** – the User taking part in the projects allocated on the Website in the fixed order through the support of them by means defined by the Initiators.

2.10. To the terms, not included to the current part, may be given the interpretation in other parts and articles of the current Agreement.

3.The registration on the Website.

3.1. The registration on the Website is free and voluntary. The owner of the Website does not levy the payment from the Users for the usage of the services of the Website.

3.2. The user has the right to register no more than one personal page on the Website.

3.3. During the registration on the Website, the User is obliged to mention necessary authentic and relevant information for shaping the User's personal page, including unique for each User his or her password and login of the access to the Website and also the surname, name, patronymic (if the person has the patronymic).For the registration on the Website, the physical body must have:

- the email address, registered on the name of the person intended to register on the Website;
- The cell phone number in Russian Federation, registered on the name of the person intended to register on the Website;

For the registration on the Website, the legal entity must have:

- the email address, registered on the name of the head of this legal entity or the other representative;
- the cell phone number in Russian Federation, registered on the name of the head of this legal entity or the other legal representative.

3.4. The User is responsible for the authenticity, actuality and the fullness of granted, during the registration, information and its purity from the claims of the third parties.

3.5. Taking the conditions of the current Agreement by means of the registration on the Website, the User, in case of the allocation of the information on the Website, related, in accordance with the Russian Federation legislation, to the personal data, agrees on its processing, as with the usage of means of automation, as without the means of automation, particularly, but not exclusively: collection, storing, transmission to the third parties and the usage of the information by the Owner of the Website with the purpose of fulfilment of the obligations to the User in accordance with the current Agreement.

3.6. During the registration, the User, with the usage of offered functions of the Website, choose independently the login and the password for the access to his or her account on the Website.

All actions, accomplished by the User on the Website, after the introduction of the login and the password, namely, the responses to the proposals (accepts, consents etc.), messages are signed with his or her simple electronic signature, as

well as the messages (notifications, letters, claims) sent by the User to the electronic mail address of the Operator or the other Users from the electronic mail address mentioned by the User during the registration on the Website.

With respect to the letters and notifications, the dispatch of which, under the conditions of the current agreement, is fulfilled by the Operator. The notifications, countings, claims, information messages, invoices of the Operator sent practically from the email address of the Operator mentioned in the Agreement will be considered as signed with the simple electronic signature.

The letters sent from the other electronic mail addresses cannot be equated with those signed by the simple electronic signature of the sender. All subsequent mentions in the text of the current Agreement and appendixes to it, the information about electronic dispatches through the electronic mail addresses and the its signing with the simple electronic signature must be interpreted and applied taking into account this item of the Agreement. For the purposes of saving the information about legally significant actions, accomplished by the Users, the Operator realizes the storing of electronic documents (including messages, proposals etc.) that have been created, transmitted, signed or accepted by the parties in the process of the usage of the Platform.

3.7. The Operator by means of technical functions of the Platform has the right to establish the requirements to the login and the password (length, acceptable symbols etc.), and also the Operator provides the technical impossibility of choosing by the Users of identical logins.

3.8. The login and the password chosen by the User are necessary and sufficient information for the access by the User to the User's Personal Page. The User does have the right to transmit his or her login and password to the third parties. The

User bears full responsibility for the safety of the login and the password, independently choosing the method of its storage.

3.9. If the User has not proved the opposite, any actions, accomplished with the usage of his or her login and password are considered to be accomplished by the corresponding User. In case of unapproved access to the login and the password and/or personal page of the User, or the dissemination of the login and the password, the User is obliged to inform immediately the Administration of the Website about it by means of the dispatch of electronic message to the address: hello@invest-vitrina.com.

3.10. Accepting the current Agreement, the User gives his or her consent to receive the information and advertising material of the Website as by means of the electronic mail, as with the usage of sms-messages to the cell phone mentioned by the User on the Website during the registration. If the User does not want to get the information mentioned in the current item, he or she must address with the request about the abolition of informing by means of the dispatch of e-mail messages to the address hello@invest-vitrina.com or change the corresponding tuning of information messages on the User's Personal Page.

3.11. If the User, during the registration or during subsequent usage of the functions and services of the Website, grants incorrect information, or the Administration of the Website has the basis to suppose that the information granted by the User is incomplete or/and inauthentic, the Administration of the Website has the right, at its discretion, to ban the access to the User's Personal Page or to the Website, as a whole, for the User, and refuse to the corresponding User in the usage of the Website with the preliminary informing or without. The Operator is not responsible and does not compensate the losses connected to the blocking of the User's Personal page.

3.12. The User has the right to delete his or her Personal Page and all the information on it provided he or she has fulfilled all of the obligations taken on the website.

3.13. For deleting User's Personal Page, the User must send to the Administration of the Website the information message in which he or she mentions: the application about the cessation of the usage of personal page. The User also gives the email address and the password. The Administration of the Website has the right to inquire the additional information that allows identifying precisely the User as a subject who has the right to rule the corresponding Personal Page. The non-provision of the aforementioned information is the basis for the refusal in the application.

3.14. The Administration of the Website is not obliged regarding the terms for fulfilling of the demand about the removal of the User's Personal Page.

3.15. The User gives his or her consent to the Owner of the Website to store the Personal Information of the User after the removal of the Personal Page of the User.

4. The rights and the obligations of the User.

4.1. Any User independently on the registration (authorization) on the Website is obliged:

- to abide by the provisions of the current Russian Federation legislation, the provisions of this Agreement and the other rules, the conditions of which are allocated on the Website;
- to grant, during the registration, the authentic, complete and relevant information, to track its actualization;

- not to allocate on the pages of the Website the information and the objects (including the links to them), that can breach the Russian Federation legislation or the rights and the interests of the other subjects.
- in case of having the doubts regarding the legality of accomplishing of this or that actions on the Website, including those concerning the allocation of the information or giving the access to it, to restrain from accomplishing of such actions.
- to inform immediately the Operator about any case of unauthorized (not allowed by the User) access to the Website with the usage of the User's account or/and about any violation (suspicion about the violation) of the confidentiality of his or her password. For the purposes of the security, the User is obliged to accomplish the safe conclusion of the work by clicking the "Exit" under his or her account at the end of each work session on the Website. The Website is not responsible for the possible loss or spoiling of the data and also for the other consequences of any character that can appear because of the violation by the User of the provisions of this part of the Agreement,
- not to grant the access to the User's Personal Page, special documents of the Operator for the other Users, or to the part of the information allocated on it, in case it can lead to the breach of the Russian Federation legislation or/and the breach of the current Agreement;
- to estimate independently and bear the risks connected to the support of the Projects;
- to bear independently the financial expenses connected to the investment in the Projects and the necessity of additional concluding of separate transactions.

4.2. To any subject using the resources of the Website including any registered or unregistered User, it is forbidden to:

- register as the User on behalf of the other person, register instead of the other person (“fake account”), register the group (association) of the subjects or the legal entity as the User. It is possible to register on behalf and on the instructions of the other person provided getting the necessary authorities in order and in form provided by the legislation of the Russian Federation;
- use the Website by any means that breaches the conditions of the current Agreement or/and the provisions of the current legislation of Russian Federation;
- mislead, defame, insult, threaten or infringe by any other means the rights and liberties of the other Users or/and any other third parties;
- copy, modify, change, delete, add, publish, transmit the objects of the rights on the results of Owner’s intellectual property of the Website, the other Users’ intellectual property or/and any other third parties’ intellectual property; to produce derivative works, manufacture or sell the goods on its basis, reproduce, represent or by any other means exploit or use such third parties’ rights without the direct permission of their owners.
- use the Website in a harmful way or by means that can breach normal and uninterrupted functioning of the Website.
- accomplish or try to accomplish the access to the Website or to any of the parts/functions of the Website and also to any of the nets connected to the Website in an unapproved way.
- without consent of the other Users or the other third parties allocate any personal information concerning the third parties, accomplish illegal collection or/and processing of Users’ personal data or/and the other third parties’ personal data;
- mislead the Users or/and the third parties regarding the identity of the person.

- use any appliances, software or processes, algorithms or any other automatic appliances for getting the access to the Website, acquiring, copying and tracking any of its part in contravention of the used navigation system of the Website, for acquiring or the attempt to get any materials, documents or the information with the usage of any means, not provided by the Website.

4.3. Each user has the right:

- to publish the project. The project is the User's offer to unlimited quantity of people (it is not a public offer).

The project may contain in its composition several documents, texts, images, internet-pages. The text of the Project (all of its pages) is an electronic document.

The User's project must not contradict to the conditions of the Terms of Use. In case of the exposure of such contradiction, it is the Terms of Use that is applied.

- to accomplish backing-up of important for the User information that is kept on the his or her personal page;
- to support the Projects by means of the method set by the Initiator or the current Agreement.
- to get the information about the move of fulfilling the Project, money expenses collected by the Project, the information about earnings gained by the organization (group of organizations) created for the realization of the Project ("Organization"), and also any other information related to the activity on the realization of the Project and the subsequent work of organization.
- to initiate the proposals on the move of the realization of the Project and the subsequent work of Organization;
- to get reward or the other assured encouragement (income, interest etc.)

5. Intellectual Rights.

5.1. The Exclusive rights on all components of the software on the basis of which the services and the functions of the Website work, on the design of web-pages

and also shaped on its basis the subdomain names, corresponding logos belong to the LLC "Corporation "Razvitie" and are not allowed to be used without written consent of the rightholder.

5.2. Any User of the Website has the right to use the functions and the services of the Website only for accomplishing of those tasks for which the mentioned services and functions are intended. The User of the Website does not have the right to copy or change the given software of the Website. The User does not have the right to create any program derived from the software of the Website. The User does not have the right to penetrate in the software of the Website for the purpose of getting the codes of programs, alienate and/or transmit in any form to the third parties the rights granted relating to the software of the Website.

5.3. All exclusive rights on the Content (excluding the software belonging to the LLC "Corporation "Razvitie", taking into account the provisions of the item 5.1.), allocated on the Website belongs to their rightholders. The User does not have the right to violate the intellectual rights of the third parties.

5.4. In case of the violation by the User of intellectual rights of the third parties and the rights of the Operator, the Administration of the Website has the right to delete the personal page of the User including all data, including the Content granted by the User.

5.5. The Website may have the links to the other internet resources belonging to the third parties. The Operator and the Administration of the Website are not responsible for any information allocated on the third parties' websites to which the User gets an access through the Website or through the third parties' content. In case of transition from the pages of the Website to the pages of the third parties' internet resources, the Website is not obliged to warn the User about such transition and its consequences.

5.6. The project Initiators give their full and unconditional consent on the translation and interpretation into the foreign languages the information about their projects including analytics, video and audio content. The translation and interpretation are accomplished for the purposes of the promotion of the platform 'Invest-Vitrina' itself and the projects allocated on it.

5.7. The types of information given in the item 5.6 presented in foreign language is the additional version of the information on investment projects allocated in Russian.

5.8. In case of discrepancies between the types of information in Russian given in the item 5.6 and the additional version in other language, it is Russian version that is applied.

6. Guarantees and responsibilities.

6.1. The Website does not take any responsibilities for the correspondence of the service and the functions to the purposes of the specific User and, as the consequence, the Website does not guarantee that:

all services and functions will correspond to the personal User's requirements, including with respect to its continuity, quickness, reliability, correctness.

6.2. The User uses at his or her own risk the data (information) received by the User with the usage of the services and the functions of the Website. Any damage that may be inflicted on the User's computer and his or her data as a result of downloading of the data (information) from the Website is laid on the User.

6.3. LLC 'Corporation 'Razvitie' does not guarantee the absence of the mistakes, inaccuracies in translated, interpreted into foreign languages information about the projects, but is obliged to correct all mistakes for reasonable period of time. The correcting is accomplished on the inquiry of the project initiators, investors, and the people, interested in the project promotion.

6.4. Under any circumstances, the responsibility of the Company is limited to 3000 (three thousand) rubles in accordance with the art.15 of the Civil Code of Russian Federation and is laid on the Company if it is to blame.

6.5. The removal of the User's Personal Page does not mean the automatic removal of all information allocated on it and also the information introduced by the User during the registration.

7. Concluding provisions.

7.1. The current Agreement is the agreement between the User and the Operator concerning the conditions of the usage of the Platform. It inures since the moment of the accept by the User and it acts termless.

7.2. The current Agreement is regulated and interpreted in accordance with the Russian Federation legislation. The questions (disputes) not regulated by the current Agreement are resolved in accordance with the legislation of Russian Federation. The legislation of Russian Federation is, in all cases, applicable to the relations of the parties (including the Initiators and the Investors).

7.3. The Operator has the right to transmit his or her rights and/or responsibilities concerning the current Terms of Use, as a whole, as partially and the rights on the Website to any third parties. The User, by consenting to this Agreement, consents to these actions.

7.4. The current Agreement is created in Russian. The Agreement written in the other language is the additional version to the current Agreement. In case of discrepancy of the Russian version of the Agreement with the additional version in the other language, the provisions of Russian version are applied.

7.5. Invalidity of the separate provision of the Agreement does not mean the invalidity of the other conditions of the Agreement.

7.6. Any claims of the User appeared in connection with the accomplishing of the current Agreement are subject to be addressed to the corresponding subjects – Operator and/or Initiator and/or the other third parties, the activity or inactivity of which has come to the appearance of such claims from the User. The term of consideration of the claims of the Operator or the claims, received to the Operator is 10 (ten) days.

7.7. In case of appearing disputes or disagreements connected to the fulfilment of the current Agreement, the Users and the Administration of the Website will make all efforts for the settlement of them by holding the negotiations. If the disputes are not resolved by means of negotiations, the disputes are subject to the settlement in the Arbitrary court of Belgorod region.

8. The Operator's requisites.

Limited Liability Company "Corporation "Razvitie"

308015, Russian Federation, Belgorod region, city of Belgorod, 85 Pobedy str., building 17, 4th. floor.

Taxpayer Identification Number (ИНН): 3123439322, Tax Registration Reason Code (КПП): 312301001

Primary State Registration Number (ОГРН): 1183123018880, National Classifier of Enterprises and Organizations (ОКПО): 22315566

Settlement account (р/с) 40702810907000000000, in the division № 8592 Sberbank Russia, city of Belgorod, Bank Identification Number (БИК): 041403633, correspondent account (к/с) 30101810100000000633

LLC "Corporation "Razvitie" in the person of Director the governing organization
LLC "DIR" Natalya Guzenko