/Logo: ASIA MED CONSULT/

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Primary State Registration Number (OGRN): 1137746433879 Taxpayer Identification Number (INN)/Tax Registration Reason Code

(KPP): 7709929540/770901001

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### **ORDER**

January 9, 2025

No. <u>3</u>

On the approval of the Terms of Use of the Website Materials and Services (User Agreement) of "AsiaMedConsult" Limited Liability Company

# IT IS ORDERED AS FOLLOWS:

- 1. To approve the Terms of Use of the Website Materials and Services (User Agreement) of "AsiaMedConsult" Limited Liability Company and make it effective from January 9, 2025 in accordance with the appendix hereto.
- 2. I reserve control over the execution of this order.

Appendix: Terms of Use of the Website Materials and Services (user agreement) of "AsiaMedConsult" Limited Liability Company.

Director General

«A3MRMEDKOHCANT»

V. V. Bogdanova

Terms of Use of the Website Materials and Services (User Agreement)

These Terms of Use of materials and services of the Internet site are a public offer and define the terms of use of materials and services posted on the Internet site at: asiamc.ru, by visitors and users of this Internet site.

## 1. General conditions

1.1. While at asiamc.ru, the User agrees to the terms of use set out below.

The access to and use of the website asiamc.ru, as well as the services and software offered (hereinafter collectively referred to as the "Website") are governed by these terms of use (hereinafter referred to as the "Terms of Use"), as well as the current laws of the Russian Federation. If the User does not agree with these Terms of Use and does not accept them in full without any exceptions or reservations, the User is requested to leave the Website.

1.2. By accessing the materials of the Website, the User is considered to have acceded to this Agreement.

# 2. Exclusive rights to the Website

- 2.1. Exclusive rights to the results of intellectual activity and equivalent means of individualization, constituting the content of the Website, including all texts and images (hereinafter referred to as the "Content"), belong to the company "AMC" LLC (Taxpayer Identification Number (INN): 7709929540, Primary State Registration Number (OGRN): 1137746433879) (hereinafter referred to as the "Company"), or are used by the Company at the Website with permission of the holders of such exclusive rights.
- 2.2. Any Content that constitutes a trademark, logo or service mark is a registered trademark of the Company or other persons who have authorized the Company.

Subject to the exceptions provided for in these Terms of Use, the use by the User of any part of the Content without a written consent of the Company or another holder of exclusive rights is prohibited. The Company monitors the observance of exclusive rights, the violation of which by the users of the Website is prosecuted by law.

#### 3. Procedure for using the Website

- 3.1. The Company permits the use of the Website subject to the following conditions:
- Compliance with the current laws of the Russian Federation is mandatory;
- It is prohibited to distribute, modify, copy, transmit, display, reuse, reproduce, publish, license, create derivative works from, transfer, sell or otherwise use the content of the Website without a written consent of the Company;
- It is prohibited to use the Website to post or transmit any materials that violate intellectual property rights, contain threats, false information, of misleading nature, contain insults, or constitute harassment, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, blasphemous materials or any materials that may constitute or encourage conduct that is unlawful and violates current laws of the Russian Federation. The Company will fully cooperate with law enforcement agencies or comply with any judicial and administrative acts requiring the Company to report the personal data of the user who has posted or transmitted any such information or materials to authorized government agencies:
- It is prohibited to impersonate any other person on the Website, including a Website moderator or representative of the Company or its Affiliates, as well as to make false statements or provide distorted information about your relationships with persons associated with the Website, or to claim or imply that the Company supports any statements by the User;

- The use of the Website by users for advertising purposes or any commercial intermediary activities is prohibited, and any other commercial exploitation of any part of the Website, its use or the right of access to it is prohibited;
- The Website may not be used to post or transmit viruses, worms, Trojan horses, "Easter eggs", time bombs, spyware or other computer codes, files or programs that may cause harm, are of an intrusive nature or are designed to damage or hijack the work of, or monitor the use of, any hardware, software or equipment;
- It is prohibited to use the Website for the purpose of violating the rights of other persons, as well as processing the personal data of other users of the Website;
- It is prohibited to restrict or hinder the use of the Website by other persons, disrupt the operation of the Website or the servers and networks that ensure the operation of the Website, or violate the requirements, procedures, rules and regulations of these networks;
- It is prohibited to modify, adapt, translate, decompile, disassemble or reengineer any part of the Website.

# 4. Software, special materials, submission of works to the Competition and content of the Website for users

- 4.1. The Company may, from time to time, provide users of the Website with access to special information on the Website, including information about Competitions and interactive services that allow them to display or post information and materials on the Website (such content and services are collectively referred to as "Special Materials"), as well as certain software tools that can be used for various purposes, including listening to music provided by the Website, communicating with other users of the Website or creating content (the above-mentioned software tools are collectively referred to as "Software").
- 4.2. Special materials and software, information and materials provided by the Website, as well as all software that implements its operation, are the property of the Company, its licensors and suppliers and are protected by copyright, trademarks, patents and/or other rights, as well as intellectual property laws.
- 4.3. In accordance with these Terms of Use and with permission from the Company to access and use the Website, the User may download and view one (1) copy of any available information and software from this Website on one computer for personal, non-commercial home use, provided that all copyright and other protected rights notices are preserved.

Except for cases when the Company has given the User a relevant written permission, the User undertakes not to copy, distribute, modify, rent, lease, borrow, sell, distribute, adapt, translate, base his/her work on (in full or in part), decompile, disassemble or reengineer any Special Materials, Software or parts of the Website or materials offered by the Website. Certain types of software are governed by an end user license agreement ("EULA"), which the User may need to enter into with the Company before using the above-mentioned software.

- 4.4. With respect to the information and materials that the User wishes to place on the interactive areas of the Website (hereinafter referred to as the "User Content"), in addition to the works submitted to the Competition, the User agrees to grant the Company and its Affiliates a non-exclusive license to the free:
- (a) use, copying, modification (including, without limitations, editing, alteration, translation and reformatting), building upon, transfer, display and performance, publicly or otherwise, of the above-mentioned User Content (including, without limitations, the use of the User's voice or image included in such Content) by any means now known or hereafter developed for the business purposes of the Company and its Affiliates, and
- (b) unlimited transfer of the said rights to third parties on the basis of a sublicense. The term of the above license will correspond to the term of the exclusive right to the result of intellectual activity. In relation to each element of User Content, the User represents and warrants that he/she has all the rights necessary to grant the Company or its Affiliates the licenses specified in this section (including, without limitations, rights to musical compositions and/or sound recordings included in the User Content), and that the User Content and the method of its creation and posting on the Website comply with the requirements of the current laws of the Russian Federation and do not violate the rights to the results of intellectual activity or other rights of third parties.
  - 4.5. With respect to submitted works and User Content, the User acknowledges and agrees that:

- (a) the Company reserves the right (but is not obliged) to evaluate each received work and all User Content before posting it on the Website or during its posting on the Website, including with the participation of users of the Website by organizing user votes, or otherwise related to the Website;
  - (b) may, at his/her sole discretion, do the following:
    - (i) to monitor submitted works and User Content;
    - (ii) to modify, remove, or refuse to post or store works or User Content;
- (iii) to monitor and/or filter messages sent through the Website (including, without limitations, by blocking or replacing profanity and text that may be considered harmful or offensive); and
- (iv) to disclose the submitted works, User Content and any messages sent via the Website, including circumstances of the transmission, to any third party in order to ensure the operation of the Website; to protect the Company, its Affiliates and their employees, officers, directors, shareholders, agents, representatives, partners, as well as users and visitors of the Website; to comply with legal obligations or government requests; to enforce these Terms or for any other purposes.
- 4.6. The Company and its Affiliates have no control over and are not liable for damages resulting from the use (including re-publication) or misuse by a third party of information voluntarily disclosed in any work, User Content or in any other part of the Website.
- 4.7. The Company and its Affiliates do not support and shall not be liable for the opinions, advice, information and statements made by users or any third parties. The Company and its Affiliates shall not be liable for the information or materials provided within the Special Materials (including, without limitations, any errors or omissions in posts, links or images integrated in messages or profiles), as well as for the results of using the aforementioned materials and information.
- 4.8. The Company, its Affiliates, their employees, managers, directors, shareholders, agents, representatives and partners shall not be liable for any losses or damages incurred as a result of using the above-mentioned materials and information, except in cases where a court establishes that such losses or damages were caused by the Company or its Affiliates to users as a result of an intentional breach of their obligations by the Company or its Affiliates. The opinions presented in the Special Materials reflect solely the views of their authors and may not coincide with the opinion of the Company and its Affiliates.
- 4.9. If the user specifies (includes) HIS/HER PERSONAL DATA OR ANY OTHER INFORMATION IN A PUBLICLY AVAILABLE WORK OR OTHER USER CONTENT AVAILABLE TO THE PUBLIC, all risks associated with dissemination of such information are to be borne by the User.

### 5. Registration at the Website

- 5.1. To access certain sections of the Website, the User may require special registration at the Website.
- 5.2. In the course of registration at the Website, the Company may refuse the User to use a user name (or email address) that has already been chosen by another person; may be regarded as an attempt to impersonate another person; belongs to another person; violates the rights to the results of intellectual activity or other rights of other persons; is offensive; as well as the use of names rejected by the Company at its sole discretion.
- 5.3. The User is responsible for keeping the password for access to the Website (and/or personal account) secret and undertakes not to transfer the password and user name or otherwise transfer use of or access to the Website to other persons.
- 5.4. The User is fully responsible for the interaction with the Website under his/her password and username. The User agrees to immediately notify the Company in the event of any unauthorized use of the account or username, as well as other security breaches in relation to the User's account or the Website and, in addition, to log off from his/her account on the Website (if required) at the end of each visit to the Website.
- 5.5. The Company shall not be liable for any losses or damages incurred as a result of the User's failure to fulfill any of the above-specified obligations.

# 6. Confidentiality of information, personal data

6.1. With respect to personal data sent by users to the Website by e-mail or otherwise, the Company adheres to the Policy for processing personal data of site visitors, located on the Website at <a href="https://asiamc.ru/">https://asiamc.ru/</a> with respect to information received through Internet sites.

6.2. The User represents and warrants that all information provided by him/her in connection with the use of the Website is currently and will remain true, accurate and complete, and undertakes to maintain and regularly update this information. The User agrees that if the information provided by him/her turns out to be false, inaccurate, outdated or incomplete, the Company has the right to refuse the User to use the Website.

## 7. Absence of warranties

7.1. The Website and all software, special materials, content and user content of the Website are subject to change and are provided to Users in the "as is" state, without any guarantee of fitness for a particular purpose.

7.2. The Company does not guarantee or represent that the use of the Website, the Special Materials, Content or User Content by the User does not violate the rights of third parties, or that the

above-specified information is accurate, complete or up-to-date.

7.3. With respect to messages, works sent by users to the Competitions, and similar materials that may be present on the Website, the Company does not accept liability for the presence (on the Website) of persons who violate the rights of others, threatening, false, misleading, offensive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic and blasphemous materials, as well as materials that may constitute or provoke conduct that may be considered illegal.

# 8. Limitation of liability

- 8.1. The User assumes full responsibility when using this Website, as well as the software, special materials and materials available through the site.
- 8.2. The Company, its affiliates, any other persons involved in the creation, release and operation of the website, their directors, managers, employees, agents, participants and shareholders, licensors and representatives shall not be liable to the Users of the Website for any damage or loss incurred by the Users of the Website as a result of using it, except in cases where it is proven by the court that such damage or loss was caused to the user by the company, its affiliates or other persons involved in the creation, release and operation of the website, or their directors, managers, employees, agents, participants and shareholders, licensors and representatives as a result of the intentional violation of their obligations by the latter.

# 9. Links to third-party websites

- 9.1 The Website may contain links to sites owned or operated by third parties. Such links are provided for the convenience of users only. The Company does not control and is not responsible for the content, privacy policies, or security of these sites.
  - 9.2. The Company shall not be liable before users of the Website if sites belonging to third parties:
- violate intellectual property rights of any third parties, contain inaccurate, incomplete or erroneous information;
  - are not suitable for commercial or other specific purposes;
  - do not provide sufficient security;
  - contain viruses or other harmful elements;
  - contain slanderous or discrediting information.
- 9.3. The Company does not support the content, products or services offered by such sites. By following links to such sites, the User assumes responsibility for such transition.

## 10. Compensation for damages

- 10.1 The User agrees to defend and indemnify the Company, Affiliates and all other parties involved in the creation, release and operation of the Website, as well as their respective directors, officers, employees, agents, shareholders, licensors and representatives, from and against any claims, damages, costs and expenses (including, without limitations, attorney fees) arising out of:
  - (a) the use of the Website, Services or Software or activities related thereto;
  - (b) violation of these Terms of Use by Users or through their account; or

(c) claims that any Work or User Content distributed or created on the Website, using its Services or Software, infringes the copyrights, trademarks, trade secrets, privacy rights, intellectual property rights or other rights of third parties.

#### 11. Termination of access or use of the Website

11.1. The User agrees that the Company may, at its sole discretion, at any time and for any reason, deny him/her access to the Website and Special Materials, including if the Company believes that the User has violated or failed to comply with these Terms of Use.

In this case, the User will immediately lose the right to use the Website and Special Materials.

11.2. The User agrees that access to or use of the Website may be terminated without prior notice, and that the Company may immediately block or delete the account and password, all associated data and files and/or subsequent access to such data and files.

#### 12. Amendments to the Terms of Use

- 12.1. The Company may, at any time without prior notice, make changes to these Terms of Use or update this document.
  - 12.2 The User undertakes to periodically visit this page and review the Terms of Use.
- 12.3. When using Special Materials or Software provided by the Website, the User undertakes to comply with all additional instructions, rules and conditions applicable thereto, included in these Terms of Use by reference.

#### 13. Modifications to the Website

- 13.1 The Company may, at any time, from time to time, in whole or in part, on a temporary or permanent basis: modify, terminate or close the Website, Special Materials or Software, with or without prior notice; limit, at its sole discretion, access to the Website to any persons, geographic areas or jurisdictions; charge a fee for access to the Website; modify and/or cancel fees associated with the Website; and/or offer certain features to some or all users of the Website.
- 13.2. The User acknowledges that neither the Company nor any Affiliates shall be liable to the User or any third party for any changes or temporary or permanent, partial or complete closure of the Website, as well as any Special Materials, Software, Content, Works, functions or products offered on the Website.
  - 13.3. Continued use of the Website after such modifications means that the User accepts them.

# 14. Applicable laws and dispute resolution procedure

- 14.1. These Terms of Use, as well as the rules for using the Website, are governed by the laws of the Russian Federation.
- 14.2. In case of a dispute, the Company and the user shall take all measures to resolve amicably through negotiations any disputes and contradictions that may arise between them. In case the Parties are unable to resolve a dispute or contradiction between them amicably, such disputes and contradictions shall be referred to judicial resolution in accordance with applicable law.

### 15. Severability of the Terms of Use

15.1 The invalidity or unenforceability of any provision of the Terms of Use shall not affect the validity or enforceability of the remaining provisions of the Terms of Use.

# 16. Rules for conducting competitions, lotteries, surveys and similar promotions

- 16.1. All competitions, lotteries, surveys and other events organized by the Company or its Affiliates and carried out on the Website are governed by special rules and conditions other than these Terms.
- 16.2. The rules and conditions for holding competitions, lotteries, surveys and other events are published on the Website or otherwise announced by the Company or its Affiliates. By participating in

such competitions, lotteries, surveys and similar events, the User must observe such rules, which may differ from the conditions set out in this document.

16.3. The Company strongly recommends that Users familiarize themselves with all the rules and conditions of each specific event, as well as with the Privacy Policy regarding the information received through the websites, which, together with these Terms of Use, regulate the information sent by Users in connection with participation in various events.

## 17. Addresses for sending suggestions and complaints by users

- 17.1. If users of the Website have any suggestions for the Company, they can submit them on the Website.
- 17.2. All complaints that users may have can be sent to the Company at the following address: "AMC" LLC
  - 27, Alexandra Solzhenitsyna Street, Floor 1, Facility III, Room 10, Moscow, 109004, Russia

Tel.: +7 (495) 988-47-44 E-mail: info@asiamc.ru

#### 18. Miscellaneous

- 18.1 Although the Website is accessible worldwide, the services referred to on the Website are not available to all persons, or in all geographic areas or jurisdictions.
- 18.2 Not all persons are eligible to participate in or win prizes in competitions, lotteries, competitions, surveys or similar events conducted on the Website.
- 18.3. The Company reserves the right to restrict access to this Website, as well as the provision of any services to any persons, in any geographic region or jurisdiction, at its sole discretion and at any time.