

Prior to using the Platform (the Website), please kindly refer to the conditions of the following User Agreement. Any use of the Platform, the content thereof, and the services provided by the Platform shall mean full and unconditional acceptance of the terms and conditions of the agreement. The platform, the services, and the content are intended to be used by legal entities or individuals who have attained the age of 18.

In case of disagreement with or non-acceptance of any specific conditions you will not be authorized to use the Platform.

END USER LICENSE AGREEMENT

This offer for the execution of the End User License Agreement (hereinafter, the Agreement) is a public offer of Individual Entrepreneur Eskhil Dmitrievich Nikiforov acting by virtue of the Certificate of State Registration of an Individual Entrepreneur No. 7772180 (hereinafter, the Right Holder), which determines the main provisions whereunder the Right Holder will grant the right to use the intellectual property (Platform / Website) to individuals and legal entities under the terms and conditions set forth below.

The use of the Platform by the User under the terms and conditions hereof for personal non-commercial purposes (not for profit making purposes for legal entities) shall be performed free of charge.

TERMS AND DEFINITIONS

The conditions of this Agreement shall govern the relations between the Right Holder and the User and contain the following terms and definitions:

The **Website** shall mean the whole of the web pages hosted on the virtual server which form a single structure, located in Internet at the address: <https://slabs.market>.

The **Content** shall mean the information posted in textual, graphic, or audiovisual (video) format on the Website which constitutes the contents thereof. The Website content consists of the main (user) and auxiliary (administrative) content, with the latter created by the Right Holder to facilitate the Website operation, including the Website interface.

My Account shall mean a virtual User's personal self-service tool located on the official Website: <https://slabs.market>.

The **User's personal account** shall mean a unique login and password to be used for access to My Account.

The User shall mean any individual or legal entity meeting the requirements of the Agreement who/which uses the Platform, the Website, and the Content.

The **Platform** shall mean the information resource posted by the Right Holder on the Website to provide the Users with an opportunity to use the services to select the goods from various suppliers or sellers (hereinafter, the suppliers) and pay for the same, to coordinate the date and time of inspection of the goods, which is an online marketplace (hereinafter the terms "Platform" and "Website" are equivalent).

1. SUBJECT MATTER OF THE AGREEMENT

1.1. This Agreement determines the conditions and the procedure of using the intellectual property, including elements of the Content of the Website located in Internet at the address: <https://slabs.market>, the Parties' liability, and other features of the Platform performance and the relations between the Users and the Right Holder.

1.2. The Content makes it possible for the User to find suppliers of the goods (natural stone), familiarize themselves with the suppliers' offers, agree upon the date and time of inspection of the goods with the suppliers, and make payment for the goods chosen.

1.3. The Right Holder warrants that he holds the exclusive rights to the Website mentioned in clause 1.1 hereof.

1.4. The Website Content is intended for legal entities and individuals who have attained the age of 18.

1.5. Access to the Content will be provided and the registration of My Account will be made by the Right Holder free of charge.

2. CONSENT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT

- 2.1. This Agreement shall be executed by way of acceptance of the Right Holder's offer by the User.
- 2.2. To organize interaction between the Right Holder and the User, the Right Holder may register the User's My Account.
- 2.3. My Account shall contain the following details of the User: name, surname, patronymic (if any), phone number, and e-mail address.
- 2.4. Acceptance of the offer (full and unconditional consent of the Buyer to the terms and conditions hereof) shall mean the commencement of the use of any functions of the Platforms / services provided by the Platform by the User or the registration of the User's My Account, afterwards the User shall be deemed to have accepted the conditions of the Agreement to the full extent without any reservations or exclusions. Should the User disagree with any provision hereof, the User may not use the Platform.
- 2.5. The Right Holder shall be entitled to make amendments to this Agreement without any special notice, and therefore the User undertakes to track changes in the Agreement on a regular basis. A new version of the Agreement shall be effective from the time of posting thereof on this page unless otherwise provided for in such new version. The current version of the Agreement will always be posted on the page at the address: https://slabs.market/offer_en/.
- 2.6. Should any changes which the User does not agree with be made to this Agreement by the Right Holder according to the procedure set forth herein, the User shall stop using the Platform.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Right Holder shall be obliged to:

- 3.1.1. Refrain from taking any actions which may hamper the exercise of the User's right to use the Platform within the limits established by this Agreement.
- 3.1.2. Provide information on the matters of working with the Platform by posting the description of such a matter on the Website, and make it possible to give feedback to the extent determined by the Right Holder.
- 3.1.3. Register the User's My Account in compliance with the procedure provided for herein.
- 3.1.4. Only use all the User's personal data and other confidential information in compliance with the Agreement, refrain from providing the User's documentation and information being in the possession of the Right Holder to third parties unless otherwise directly provided for in this Agreement or set forth in My Account.
- 3.1.5. Ensure confidentiality of the information entered by the User when using the Website through the User's My Account.

3.2. The Right Holder shall be empowered to:

- 3.2.1. Suspend or terminate the User's registration and access to the Platform if the Right Holder reasonably believes that the User conducts illegal activity.
- 3.2.2. Collect information on the Users' preferences and the methods of using the Platform (without any personal data) by the same for the improvement of the Platform operation, diagnostics and prevention of any failures thereof.
- 3.2.3. Request additional information from the User which is necessary for the improvement of service and the protection of lawful rights of both the Right Holder and other Website Users. The Right Holder may deny the use of the Website to the User (including the deletion of the User's My Account) or restrict the use thereof at the Right Holder's sole discretion when the User is not the intended user of the Platform or if the User refuses to provide the requested information.
- 3.2.4. Make amendments to the Agreement at its sole discretion by way of issue of new versions hereof.
- 3.2.5. Suspend the Website operation as well as partially restrict or fully terminate the access to the Website until completion of necessary technical maintenance and (or) upgrading of the Website. The User may not seek recovery of losses for such suspension of the Website operation or restriction of the Platform availability.

3.3. The User shall be obliged to:

- 3.3.1. Only use the Platform within the limits of the rights and by using the methods as provided for in this Agreement.
- 3.3.2. At the time of registration in My Account, provide actual data and in the User's own name only. Should the information provided be proved to be invalid or should the Right Holder be reasonably doubtful of the reliability thereof, the Right Holder may terminate the relations with the User, delete the User's personal account, and lock the User's access to the Platform in its sole discretion.
- 3.3.3. Keep confidential and refrain from disclosing to third parties the User's password for access to the User's My Account. Should such information become known to third parties for any reason, the User undertakes to change the password immediately.
- 3.3.4. Strictly comply with the terms and conditions of this Agreement and refrain from violating the same, and ensure confidentiality of commercial and technical information received in the course of cooperation with the Right Holder.
- 3.3.5. Refrain from copying in any form or changing or supplementing the dissemination of the Website and the Website content (or any part thereof), and refrain from creating derivatives and/or similar Platforms on the basis thereof without receiving the Right Holder's prior written consent.
- 3.3.6. Refrain from using any devices or software programs to interfere or attempt to interfere with the process of normal operation of the Right Holder's Website.
- 3.3.7. Promptly notify the Right Holder of any facts of illegal use of the Website by third parties which have come to the User's knowledge.
- 3.3.8. Use the Platform without violating of the Right Holder's or third parties' property and/or personal non-property rights as well as the prohibitions and restrictions established by the law, including copyright and related rights, rights in trademarks, service marks, and names of the places of origin of the goods. Inter alia, the User shall use the Website and all the derivatives thereof without changing and/or deleting the Website name, the trademark, the copyright mark, or other Right Holder identification marks.
- 3.3.9. Make payments for the User selected goods the information whereon is posted on the Platform by the suppliers to the account of the Right Holder as an agent of such suppliers under the respective agreement.
- 3.3.10. Perform other duties provided for herein.
- 3.3.11. The User may neither reproduce nor disseminate the Platform for commercial purposes (inter alia for a valuable consideration), inter alia within software packages, without the Right Holder's written consent.
- 3.3.12. The User may not give its consent to the performance of this Agreement when the User is not legally entitled to use the Platform in the country of the User's location or residence or if the User has not attained the age from which he or she is empowered to execute this Agreement.

3.4. The User shall be empowered to:

- 3.4.1. Use the Platform within the limits and by the methods as provided for herein.

4. CONDITIONS AND PROCEDURE OF USE

- 4.1. Subject to the User's compliance with this Agreement, the User is granted an ordinary (non-exclusive) license to use the Platform from a personal computer and/or mobile phone and/or other device to the extent and according to the procedure established herein, without the right to grant any sub-licenses or make any assignment.
- 4.2. When using the Platform or any components of the Website, the User may not commit the following acts:
 - 4.2.1. Modify or otherwise rework the Website, including translation of the same into other languages.

- 4.2.2. Copy, distribute, or rework the materials and information contained on the Platform unless otherwise required and caused by the implementation of a functionality available to a specific User.
- 4.2.3. Compromise the integrity of the security system or commit any acts aimed at by-pass, removal, or deactivation of the technical safeguards, use any software codes designed for distortion, deletion, damaging, simulation, or corruption of the Website, the information transmitted, or the protocols.
- 4.3. Any rights not expressly granted to the User under this Agreement shall vest in the Right Holder.
- 4.4. The Website will be provided by the Right Holder "as is" without the Right Holder's warranty obligations or any duty to rectify deficiencies, provide operational support, or make improvements.

5. TERM AND TERMINAION

- 5.1. This Agreement shall come into force from the offer acceptance date and remain in effect till December 31 of the year of acceptance. This Agreement shall be extended automatically till December 31 of each subsequent year unless neither Party states its express intent to the contrary.
- 5.2. This Agreement may be terminated by the Right Holder unilaterally and out of court as a result of the User's violation of the provisions of this Agreement or under the following conditions:
 - 5.2.1. The User's My Account is inactive for 365 days from the date of acceptance of the offer, viz: the User does not purchase the goods from the suppliers which effect sales through the Platform.
 - 5.2.2. The User more than twice fails to arrive to the supplier's warehouse to inspect the goods at the location and time agreed on the Platform.

6. LIABILITY

- 6.1. Should either Party fail to perform or properly perform its obligations under this Agreement, the Parties shall be liable under the laws of the Russian Federation.
- 6.2. The Right Holder shall not be liable for the compliance of the Platform with the User's expectations.
- 6.3. The Right Holder shall not be liable for any technical failures of the Website operation. At the same time, the Right Holder shall take all reasonable efforts to prevent such failures.
- 6.4. The Right Holder shall not be liable for any acts of third parties (suppliers) selling their goods through the Platform as well as for any User's acts related to the exercise of its rights to use the Platform, or for any damages including those incurred by the User due to the loss and/or disclosure of the User's data or in the course of using the Website.
- 6.5. The Right Holder shall not be liable for any kind of damages which occurred as a result of the User's use of the Platform or the services provided by the same.
- 6.6. The Right Holder's liability under article 15 of the Civil Code of the Russian Federation in all events shall be limited by Ten thousand rubles (RUB 10,000) of the Russian Federation and shall be paid by the Right Holder where in fault as proved through judicial proceedings.
- 6.7. Should any third party file a claim against the Right Holder as a result of a violation of this Agreement or any existing statutory provisions by the User, or a violation of third party rights (including the intellectual property rights) by the User, the User undertakes to reimburse the Right Holder for all the costs and losses incurred, inter alia to pay all compensations and other expenses related to such a claim.
- 6.8. In view of the fact that the User is not required to pay for using the Platform services (those services will be rendered free of charge), the consumer rights protection regulations provided for by the laws of the Russian Federation may not be applicable to the relations between the User and the Right Holder.

7. PERSONAL DATA

- 7.1. To comply with the terms and conditions hereof, the User agrees to provide personal data and gives its consent to processing thereof under the Federal Law "On Personal Data" of 27.07.2006 No. 152-

FZ in compliance with the conditions and for the purposes of proper performance of this Agreement. "Personal data" shall mean the personal information provided by the User for the acceptance of the offer.

- 7.2. Personal data processing shall mean the recording, systematization, accumulation, storage, update (amendment), extraction, use, transfer (dissemination, provision, access to), anonymization, lockout, deletion, destruction of personal data which do not fall within the special categories of data the processing whereof requires the User's written consent under the existing laws of the Russian Federation.
- 7.3. Such personal data handling operations shall be performed for the purpose of the fulfillment of the Right Holder's obligations hereunder, making it possible for the User to provide feedback when using the Content and the Website, and for the purpose of sending of information and messages to the User.
- 7.4. The Right Holder shall process the User's personal data by using the databases within the Russian Federation and under the law in force.
- 7.5. The Right Holder will provide the User's personal data to the suppliers of the goods selected by the User to the extent sufficient for the execution of a goods purchase transaction and signing of the closing documents.
- 7.6. The User may revoke its consent to processing of its personal data by sending a respective notice to the Right Holder's address: slabs@slabs.market. Should this be the case, the User understands that, subject to the specific nature of the Content, it will unilaterally refuse to use the Platform and terminate the Agreement.

8. SPECIFIC CONDITIONS. SOFTWARE UPDATE

- 8.1. The notions and terms contained in this Agreement are defined hereby and may not be construed other than as provided for herein. In case of any differences in interpretation of the provisions of this Agreement, the Parties shall consult each other and arrive at a consensus.
- 8.2. The license granted hereby shall apply to all subsequent updates of the Website and the Content.
- 8.3. The use of the Website implies the availability of Internet access to be ensured by the User at the User's own expense.
- 8.4. The information available to the User within the existing Content has been provided to the Right Holder by suppliers dealing in sales of the goods. The Right Holder shall not be liable in any way for such information, inter alia for the contents, reliability, and relevance thereof, as well as for the quality of the goods to be acquired by the User.

9. DISPUTE RESOLUTION PROCEDURE

- 9.1. The Parties will try to resolve all disputes, differences, or claims which may arise as a result of performance, amendment, or invalidation of this Agreement by way of negotiations as required by the extrajudicial dispute resolution procedure. The claiming Party shall notify the other Party of its claims and/or differences by sending an email message to the address specified herein.
- 9.2. The Party which has received a notice as per clause 9.1 hereof shall respond thereto within ten (10) business days from the date of receipt thereof.
- 9.3. Should an answer to such a notice be not received by the sending Party within fifteen (15) business days from the date of the respective notice or should the Parties fail to come to an agreement with respect to the claims and/or differences, the dispute shall be referred to the court authorities. If the dispute is subject to the general jurisdiction of arbitration court, it shall be referred to Moscow Arbitration Court or a general jurisdiction court at the location of the Right Holder's registration.

10. ADDRESS AND BANK DETAILS OF THE RIGHT HOLDER

The Right Holder:

Individual Entrepreneur

Eskhil Dmitrievich Nikiforov

Postal address: 129085, Moscow, Prospect Mira 81

Primary State Number of Individual Entrepreneur (OGRNIP) 3047700009011351

Taxpayer Identification Number (INN) 771700658200

E-mail address:

slabs@slabs.market

Correspondence address:

129085, Moscow, Prospect Mira 81

IMPORTANT: postal and other correspondence shall be sent to the aforesaid address only.