

End User License Agreement

1. Terms and Definitions

1.1. For the purposes of the End User License Agreement (hereinafter referred to as the Agreement), the following terms have the following definitions:

1.1.1. **Website** means a **specialized** Internet resource at <https://medzona.com/> domain, as well as software and design intended exclusively for medical and pharmaceutical professionals.

1.1.2. **Website Administration** means an Operator with all rights in relation to the Site, including the right to administer the Website.

1.1.3. **User** means a medical or pharmaceutical professional who accesses and / or uses the Website.

1.1.4. **Authorization** means the creation of a User Account on the Website by filling out the appropriate forms with the subsequent confirmation of the phone number and / or email address to provide access to the advanced functionality of the Website.

1.1.5. **Announcement** means information about the Goods offered for sale or in the purchase of which the User is interested.

1.1.6. **User Account** means a special Website subsection that allows the User to access the certain Website functionality, as well as to the User's Personal Information posted within the Account, and other Information.

1.1.7. **User's personal information** means any information provided by the User about himself when creating a User Account or when using the Website, including the User's personal data, as well as information that is automatically transmitted to the Website Administration during the use of the Website with the software installed on the User's device, including the IP address, information from cookies, information about the User's browser, location of the User's devices, data on the User's actions on the Website, as well as other data about the User.

1.1.8. **Blocking** means termination of the User's access to the Website functionality with the deletion of the User's Account and all information posted by the User.

1.1.9. **Archiving** means stopping the display of the Advertisement on the Website (the Information itself, for example, in the advertisement, remains available to the User who posted it for change and editing).

1.1.10. **Product** means any medical equipment, spare parts, accessories and consumables for it.

1.2. Any terms and concepts used in this Agreement and not reflected in the section "Terms and Definitions" will be interpreted in accordance with the meaning arising from the text of the Agreement. If the meaning of a term or concept is not possible to determine from the text of the Agreement, then the meaning of the corresponding term or concept is determined based on the current legislation of the Russian Federation or from the practice prevailing on the Internet.

2. General Provisions

2.1. The Agreement establishes the rules and conditions for using the Website, posting Information on the Website and the procedure for using such Information, and constitutes an agreement between the User and the Website Administration.

2.2. The Website Administration grants a non-exclusive license (without the right to sublicense) to use its functionality to all Users free of charge, the Website is provided on an "as is" basis. The functionalities available to the User, registered User and Authorized User differ. At any time the

Website Administration may change the Website functionality or terminate its support with the removal of all Information posted.

2.3. The Website Administration does not sell the Goods and is not an agent or representative when concluding transactions between Users. All ads are posted by the Users themselves, the responsibility for the ads content and the accuracy of the Information is borne by the Users who posted it.

2.4. If the User access to the Website, uses and / or performs any other actions on the Website means that the User accepts and undertakes to comply with all the terms of the Agreement without reservations or exceptions. Registration of the User on the Website is possible only if the User additionally confirms the acceptance of the terms of the Agreement. If the User does not agree with the terms of the Agreement, then he shall immediately stop using the Website.

3. Authorisation and Access to the Website

3.1. To gain access to the additional functionality of the Website, the User shall go through the Authorization procedure on the Website.

3.2. To go through the Authorization procedure on the Website the User provides Information about himself and fills in the appropriate columns through the functionality of the Website. After Authorization, a unique Account will be created for the User, access to which is carried out by entering a login and password.

3.3. Any User may create only one Account on the Website. If the User violates this rule, the Website Administration may block the User's Accounts.

3.4. The User undertakes to provide true, accurate and complete information about himself in the registration form and to update this information in a timely manner. If this information changes, the User undertakes to update it on the Website as soon as possible. At the same time, the User agrees that in general the Website Administration is not obliged to verify the accuracy of the information provided by the User about himself, or to monitor the User's legal capacity.

3.5. The Website Administration has the right to block and / or delete the User's Account, deny the User access to all or some of the Website's features and delete User Information if the User has provided incorrect information about himself, or the Website Administration has reason to believe that the information provided by the User about himself is unreliable, incomplete, inaccurate, violates the terms of this Agreement, or the User uses someone else's information.

3.6. The username and / or password of the User required for authorization on the Website is intended only for this User. If any person other than the User accesses the Website with the User's login and password, then all actions performed by such a person will be considered committed by this User. The User is solely responsible for all actions performed by him on the Website, as well as for all actions performed on the Website by any other persons with the User's login and password.

3.7. The User undertakes not to disclose, not to transfer his login and password to third parties, and also to take all necessary efforts to ensure that his login and password are not available to third parties. The User is solely responsible for the safety of his password, as well as for all consequences that may arise as a result of its unauthorized and / or other use. The User is obliged to immediately notify the Website Administration of any case of unauthorized (not permitted by the User) authorization on the Website with the login and password and / or any violation (suspicion of violation) of the confidentiality of his password.

4. User Personal Data

4.1. When processing the User's Personal Data, the Website Administration undertakes to take all reasonable organizational and technical measures to protect the User's Personal Data from unauthorized access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions of third parties with it. However, it is possible that as a result of the Website malfunction, a virus or hacker attack, technical malfunctions and other circumstances, third parties may gain unauthorized access to the User's Personal Data, and the User's Personal Data may be destroyed, changed, blocked, copied, distributed, or other illegal actions may be committed with it. The User understands it and agrees that he will not make a claim to the Website Administration in this regard.

4.2. The User agrees that his Personal Information in the User's Account is publicly available, and any Website User may familiarize with it, with the exception of Personal Information access to which the User can restrict if the relevant functionality of the Website is available.

4.3. The User agrees that the Website Administration collects, stores and performs other actions to process the User's Personal Data for the following purposes:

- identification of the party under agreements and contracts with the Website Administration;
- providing the User with personalized services;
- communication with the User, including sending notifications, requests and information regarding the use of the Website, the provision of services, as well as processing requests and applications from the User;
- improving the Website quality, ease of use, the development of new services;
- targeting advertising materials;
- conducting statistical and other studies based on anonymized data;
- compilation of a database of the Website Users.

4.4. By posting his Personal Information on the Website, the User confirms that he does it voluntarily, as well as that he voluntarily provides this information to the Website Administration.

4.5. The User undertakes not to post the Personal Information of others on the Website, as well as not to use the Personal Information of other Users that does not comply with the requirements of the legislation of the Russian Federation in order to obtain benefits and for any other purposes that do not meet the goals of creating the Website and this Agreement.

4.6. At any time the User may change (update, supplement) or delete the Personal Data provided by him or its part if the appropriate functionality of the Website is available.

4.7. The User's Personal Data is processed by the Website Administration during the period of its posting on the Website or the period established by the current legislation.

4.8. Without prejudice to other provisions of the Agreement, the Website Administration has the right to transfer the User's Personal Data to third parties in the following cases:

- the User has expressed his consent to such actions;
- the transfer is necessary as part of the User's use of the Website or to provide services to the User;
- such transfer is provided for by Russian or other applicable law within the framework of the procedure established by law;
- such transfer takes place as part of the sale or other transfer of business (in whole or in part), while all obligations to comply with the terms of the Agreement in relation to the User's Personal Data received are transferred to the acquirer;

- in order to ensure the possibility of protecting the rights and legitimate interests of the Website Administration or third parties in cases where the User violates the terms of the Agreement;
- when transferred to persons affiliated with the Website Administration. In this case, the recipient receives all obligations to comply with the terms of the Agreement in relation to the User's Personal Data received by him.

4.9. When processing the User's Personal Data, the Website Administration is guided by the Federal Law of the Russian Federation dated July 27, 2006 No. 152-FZ "On Personal Data".

5. Website Use

5.1. By posting Information on the Website, the User guarantees that he has all the necessary rights to post Information on the Website. If the User does not have the proper rights to post any Information on the Website, then the User undertakes not to post such Information.

5.2. When posting Information on the Website, the User undertakes not to post on the Website or send the following Information anywhere through the Website:

- defamatory, offensive, defaming / degrading the honor and / or dignity of third parties, and threats;
- violating the rights of citizens to privacy and public order;
- propaganda and discrimination against people on racial, ethnic, sex, religious grounds, social status, sexual orientation or other grounds;
- extremist materials, contributing to and / or calling for a change in the constitutional order, the outbreak of war, religious, racial or ethnic hatred, attempts to incite hostility or incitement to violence;
- pornographic materials or other materials that are offensive to morality; offend religious feelings of citizens;
- information of an "ordered" nature, i.e. information created in someone else's interests that do not correspond to the purposes of creating the Website;
- not post on the Website and not send anywhere through the Website other Information that does not comply with the legislation of the Russian Federation and / or the Agreement;

5.3. the User undertakes not to publish Information on the Website and bypass the procedure for posting Information established by the Website Administration;

5.4. the User undertakes not to distribute on the Website and / or through the Website computer viruses or other computer codes, files or programs designed to disrupt, modify, block, destroy or limit the functionality of any computer or telecommunication equipment, or programs for unauthorized access, as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means for obtaining unauthorized access to the Website, as well as to paid Internet resources.

5.5. The User undertakes not to post or otherwise use on the Website Information protected by intellectual property law (including, but not limited to Information that affects any patent, trademark, copyright and / or related rights), and other legally protected Information without the appropriate rights and permissions from the copyright holder of such Information.

5.6. The User undertakes not to post on the Website links to other Internet resources, the content of which contradicts the requirements of the legislation of the Russian Federation and / or the Agreement.

5.7. The User undertakes not to distribute on the Website and / or through the Website spam, "letters of happiness", Internet earnings systems, "pyramid" schemes, multi-level marketing, e-mail businesses.

5.8. The User undertakes not to register and not to act on the Website on behalf of another real or existed person, not to indicate personal information of third parties, not to use any forms and methods of illegal representation of third parties.

5.9. The Website Administration provides the User with the opportunity to post Information on the Website and use the Website services exclusively within the framework of the provided Website functionality.

5.10. Any Information posted on the Website by the User belongs to such User or an appropriate third party. If the User posts Information on the Website, the User confirms that he has all the necessary rights and powers for this, and the User agrees that such Information becomes available to the Users of the Website.

5.11. If the User posts Information on the Website, the User automatically gratuitously, unconditionally and irrevocably grants the Website Administration a non-exclusive right to use such Information throughout the world without a time limit at the discretion of the Website Administration, including, but not limited to, reproduction, copying, selection, systematization, transformation, modification, editing, translation, publication, distribution of such Information (in part or in whole) by any legal means. Also, if the User posts Information on the Website, the User confirms that he has the appropriate rights and authority to provide the Website Administration with the above non-exclusive right to use the posted Information. With this use, the Website Administration has the right to use the relevant Information both with the indication of the name of the author of such Information and without indication of the author's name (as the name of the author, the name of the User who posted the Information, which he indicated during registration on the Website or in the Account settings, or User's login will be indicated). The Website Administration has the right to transfer the rights specified in this paragraph to third parties.

5.12. The Website Administration does not bear any responsibility for the accuracy and legality of the Information posted by Users on the Website.

5.13. The Website Administration does not check and does not have the technical and factual ability to check all Information posted by the User on the Website for its compliance with the requirements of the legislation of the Russian Federation and the provisions of this Agreement, since such a check will make it impossible for the Website to function. However, the Website Administration can carry out such a check at any time at its discretion.

5.14. If a disputable situation occurs, the User bears the responsibility to prove that the Information posted by the User does not violate anyone's rights. The Website Administration may, at its discretion, refuse to post, delete and / or edit any Information that the User is going to post / posted on the Website, including without giving reasons.

5.15. In the cases provided for by applicable law, the Website Administration considers information posted by the User on the Website, to which the User has restricted access for third parties with the Website functionality, as a commercially important to the User. The Website Administration undertakes not to transfer such Information to third parties (except for cases of transfer of such Information to persons affiliated with the Website Administration or within the framework of the procedure established by the current legislation).

5.16. The posting of certain types of Information (advertisements for the sale of medical equipment, advertisements for the sale of spare parts and accessories) is additionally regulated by the relevant sections of the Agreement, as well as other documents governing the procedure for

providing services for the posting of certain types of Information, and the User agrees it when ordering the relevant services.

5.17. The use of the Website by the User is allowed only in accordance with the Agreement and exclusively in the ways provided by the technical capabilities and interface of the Website.

5.18. When using the Website the User undertakes:

- not to disrupt the normal operation of the Website;
- not to distribute and / or not to use any computer programs, robots ("spiders") or other automatic algorithms and methods aimed at illegal ways of obtaining Information: collection, transfer, copying, blocking, modification, destruction of Information and Databases, as well as methods aimed at circumventing the restrictions set by the Website Administration in the Website settings;
- not to use the contact information of the Users for illegal mailings, including, but not limited to, SMS-mailings made without the consent of the addressee;
- not to perform actions through the Website aimed at extortion or receipt of money, regardless of the pretext, from other Users and / or third parties;
- when using the Website not to assist in the commission and / or not to perform other abusive practices and illegal actions that contradict the requirements of the legislation of the Russian Federation and / or this Agreement.
- not to use automatic programs to access the Website for the purpose of extracting, collecting, processing, copying, and / or subsequent distribution of the Information presented on the Website and / or in the Database.

5.19. The Website Administration does not guarantee that the Information posted on the Website will be available at any time, or will not be deleted or lost. The Website Administration is not responsible for failures and delays in the operation of the Website, as well as for the possible consequences of such failures and delays.

5.20. The Website Administration does not compensate and is not responsible for any losses, including lost profits, moral and other harm caused to the User or third parties as a result of their use of the Website or in connection with the Website operation, including for losses associated with making any decisions and actions based on the information posted on the Website.

5.21. A link to any site, product, service, any information posted on the Website by the User is not an endorsement or recommendation of these products (services, information) by the Website Administration.

5.22. The User independently compensates for any losses (including lost profits, moral and other harm) incurred by other Users, third parties or the Website Administration if the User violates the Agreement, including as a result of posting information on the Website, as well as as a result of other actions, related to the Website use.

5.23. On his own and at his own expense the User undertakes to resolve all disputes and settle all claims and claims of third parties, orders and requirements of the authorized state authorities, received both by the User and the Website Administration in connection with the violation by the User of the Agreement or if the User commits other illegal actions when using the Website, as well as reimburse all losses and expenses incurred by the Website Administration in connection with such claims.

5.24. The Website Administration is not responsible for the accuracy of the information specified when highlighting individual advertisements for the sale of Equipment and / or contained in the document, as well as for any loss, expense or damage related to actions based on such information.

5.25. The website provides the opportunity to obtain information about the organizations for the maintenance of medical equipment (Service Organizations) in a special section of the Website https://medzona.com/service_organization. In the section, you can search for information about Service Organizations for the equipment models specified by the User, by the types of services offered by the Service Organizations, as well as by their location. The User can also make a request for the provision of services by the Service Organization, or contact the Service Organization through a special contact form. The information provided in the section on Service Organizations is for reference only and may not correspond to reality. The Website Administration is not responsible for any loss, expense or damage associated with actions based on such information. The Website Administration is also not a party to the agreement between the User and the Service Organization and is not responsible for such agreements. The owners of the Service Organizations post information about their services, and also gain access to information about visits to the Service Organization's page and the User's reviews through their personal account. Users who intend to post advertisements for the provision of services are required to provide their license number if it is required for the relevant type of activity.

5.26. The Website Administration reserves the right to check (moderate) ads. The posted ads can be moderated by the Website Administration for the correctness of the content and compliance with this Agreement.

5.27. It is prohibited to publish the same ads (including from different Accounts) or duplicate ads in different sections, regions or brands, as well as publishing (in order to change the publication date) ads that are the same or similar in most parameters to previously deleted ones (30 days from the date of deletion of such an advertisement is expired).

5.28. When publishing an advertisement for sale, the following rules shall be observed:

- indicate carefully and consistently the Information in the advertisement submission form;
- the announcement shall contain the most detailed information about the proposed (single) Product. The information shall be up-to-date and true;
- images (photographs, videos) of the Product shall correspond to the ad content. The image should contain only the Product offered for sale in the condition in which the Product is at the time the ad is posted;
- the status "In stock" should mean that the Product is located exactly in the place indicated in the corresponding field.
- indicate that the Product requires repair or is transferred "For disassembly". In this case, the damage shall be indicated with a corresponding photograph.

5.29. When posting an advertisement for sale, it is prohibited:

- indicate an underestimated or irrelevant price, for example, the price excluding VAT, the amount of the initial payment when buying on credit, the price with discounts, promotions and special offers, etc. in case such price is not the final sale price;
- indicate an incorrect status of availability ("In stock" / "On order") or technical condition of the Product;
- use other people's images (for example, photos from the official websites of manufacturers), as well as images that were previously used on the Website, except for images related to the same Product;
- post ads for the purchase of Products;
- place on photographs or videos trademarks, trade names and commercial names the rights to which belong to third parties, as well as any other advertising or contact information,

such as telephone numbers, email addresses, etc., unless such placement is agreed with the Website Administration;

- in the fields "address" or "address of the warehouse" indicate any other information, except for the geographical location of the Product;
- provide an incorrect or invalid contact phone number;
- place advertisements for the sale of Product in respect of which an agreement has already been reached on its sale to third parties and an advance payment or deposit has been made;
- place the Product in brands / sections that do not correspond to the brand / section of the Product being sold.
- offer any services not related to the Product being sold, in particular, it is prohibited to indicate information about insurance, crediting, exchange of equipment against the purchase of another, information about services for registration and certification of medical equipment, etc.

5.30. When posting an advertisement for purchase, it is prohibited:

- publish advertisements for the sale or purchase of spare parts and assemblies, except for a special section of the Website;
- publish advertisements for the sale of equipment without the intention of alienating it with the transfer of ownership to the buyer;
- publish advertisements for the sale of Products that have been written off (but not legalized), are on the wanted list, or for which there are any restrictions, including restrictions on registration actions.

5.31. The storage period of ads on the Website is not limited, however, uploaded ads are frozen after thirty (30) calendar days from the date of creation or last editing. To extend the placement of an ad, it shall be changed (edited).

5.32. The Website Administration reserves the right to remove Ads that, in its opinion, violate the Agreement or violate other obligations of the User to the Website Administration, as well as block Users' access to the Website to prevent further violations.

6. Final Provisions

6.1. Nothing in the Agreement can be understood as the establishment between the User and the Website Administration of agency relations, partnership relations, joint activity relations, personal employment relations, or any other relations not expressly provided for by the Agreement.

6.2. If, for one reason or another, one or more provisions of the Agreement are declared invalid or unenforceable, this does not affect the validity or applicability of the remaining provisions of the Agreement. If the User or other Users violate(s) the provisions of the Agreement, the inaction of the Website Administration does not deprive the Website Administration of the right to take appropriate actions in defense of its interests later, and does not mean that the Website Administration refuses its rights if such violations are committed in the future.

6.3. The Website Administration may change the Agreement unilaterally. The new version of the Agreement comes into force from the moment it is posted on the Internet at the address specified in this paragraph, unless otherwise provided by the new edition of the Agreement.