

Please read this User Agreement carefully. By accessing or using our websites, mobile apps, other products and services, you agree to be bound by these terms of use and provisions incorporated herein by reference. **If you disagree with all of these terms, do not use our websites, mobile apps, or other products and services.**

These terms do not in any way change the provisions and conditions of any other agreements concluded with SKB EP with respect to its products, services, or anything else. If you use our Applications on behalf of an organization, you represent and warrant that you are authorized to accept these Terms on behalf of that organization and that organization agrees to be liable to us if you violate these Terms.

USER AGREEMENT

Publication date: 01.08.2020

This document titled User Agreement (hereinafter referred to as the Agreement) is an offer of SKB EP Limited Liability Company (hereinafter referred to as the Operator) to conclude a contract under the terms and conditions of the Agreement set out below.

The consent is issued for a period of three (3) years with an option to be renewed for every three (3) subsequent years if no information about the revocation is received.

1. GENERAL PROVISIONS

1.1 The following terms and definitions shall apply in this document and the resulting or related relationships of the Parties:

1.1.1. Agreement shall mean this document with all additions, amendments and mandatory documents specified in it.

1.1.2. User shall mean a legally capable individual who has joined this Agreement in their own interest or acting on behalf of and in the interests of a legal entity represented thereby that has the appropriate legal capacity.

1.1.3. Website/websites shall mean any automated information system available on the Internet at network addresses in the following domains (including subdomains): skbpribor.ru, skbep.ru, skbep.com, skbpribor.com, skbpribor.ru/lab, skbep.com/lab, trade-in.skbpribor.ru, miko-10.ru, milliommetr.ru, milliommetr.com.

1.1.4. Mobile app shall mean a program designed to install and use a computer program on the Device that allows the User to access the Service using a communication network.

1.1.5. Application shall mean programs for computers, mobile phones and/or databases, including the Website and Mobile app designed to provide access to the Service using the Device for informational purposes.

1.1.6. Device shall mean a personal computer, tablet, mobile phone, communicator, smartphone, or another device that allows you to use the Application and/or Service as functionally necessary.

1.1.7. Service shall mean a set of services rendered to the User via the Application.

1.1.8. Content shall mean images, text, audio and video materials, as well as other objects of copyright and/or related rights.

1.1.9. Personal Account shall mean a personal section of the App that the User gets access to after signing in and/or logging in the App. Access to the Personal Account is provided on the basis of secure authorization and identity verification by entering a mobile phone number to obtain a code that ensures that only a specific User may access the account, even if someone else knows the password. The Personal Account is intended for storing personal and/or commercial data of the User, viewing and managing the available features of the Application and the corresponding terms and conditions of use of the Application.

1.2 This Agreement may use other terms and definitions that are not specified in Clause 1.1. of the Agreement. In this case, the term shall be interpreted in accordance with the text of the Agreement. If there is no unambiguous interpretation of the term or definition in the text of the Agreement and other documents constituting a contract under the terms and conditions of the Agreement, it should be guided by its interpretation, defined primarily by the Russian legislation, and subsequently by business customs and scientific doctrine.

1.3 Your use of the Application and/or the Service provided on its basis in any way and in any form within their declared performance capabilities and purpose, including:

- a. registration and/or secure authorization in the Application;
- b. viewing and downloading Materials posted in the Application;
- c. placing, uploading, or displaying any Content in the Application;
- d. other use of the features of the Application or the Service provided; - creates a contract under the terms and conditions of this Agreement pursuant to Articles 428, 437 and 438 of the Civil Code of the Russian Federation.

1.4 A mandatory requirement for using the Application and providing the Service based thereon is the full and unconditional acceptance by the User of the terms and conditions of the documents (Mandatory Documents as mentioned in the text of the Agreement) as follows:

1.4.1. Rules of the Website and similarly-named Mobile app available on the pages of the specified Website and regulating the use of the features of the Website and the associated Application;

1.4.2. Privacy Policy posted and/or available on the Internet at https://skbpribor.ru/upload/privacy_policy_eng.PDF.

1.5 The Services delivery is regulated in accordance with the provisions of this Agreement, as well as documents additionally adopted on its basis (Addendum Document as mentioned in the text of the Agreement), which are published by the Operator on the Website pages related thereto and may regulate the use of a particular Service.

1.6 In case of a conflict between the Agreement and the terms of use of any of the Services separately set out in the addendum document, the terms of use of the respective Service set out in the related addendum document shall prevail.

1.7 The Agreement and the mandatory documents related hereto may be modified by the Operator without any special notice. The new version of the Agreement and/or the mandatory documents specified herein shall come into force upon posting on the Website unless otherwise provided for by the new version of the Agreement and/or the mandatory documents specified herein.

1.8 By using any of the features specified in Clause 1.3., you confirm that:

1.8.1. You agree to confirm your mobile phone number by entering the activation code received via SMS generated by the access system to the Personal Account during authorization.

1.8.2. You have read the terms and conditions of this Agreement and the documents specified herein that are binding on the Parties in full before using the Application and/or the Service provided on its basis.

1.8.3. You accept all terms and conditions of this Agreement and the documents specified herein that are binding on the Parties in full without any exceptions or restrictions on your part and agree to comply therewith or cease to use the Service. If you do not accept the terms and conditions of

this Agreement and the documents specified herein that are binding on the Parties or do not have the right to enter into a contract based thereon, you should immediately cease to use the Application and the Service provided on its basis.

1.9 The current version of the Agreement is available on the page at https://skbpribor.ru/upload/terms_of_use_eng.PDF.

2. GENERAL TERMS OF THE APP USE

2.1. Viewing Content put out in the Application in the open does not provide for mandatory user registration and/or authorization.

2.2. Any other use of the Application features, including the Services use, is allowed only after the User has registered with and logged in the Application pursuant to the rules established by the Operator.

2.3. The Application features list, the use of which requires prior registration and/or authorization, as well as the acceptance of addendum documents for the use of the Services, if necessary, shall be determined at the sole discretion of the Operator and may change from time to time.

2.4. Upon completion of the registration procedure, a unique account is created linked to the User's Personal Account in the Application, which is necessary for using most of the Application features and Services based thereon.

2.5. To register, the User undertakes to provide accurate and complete information about themselves on the issues proposed in the registration form and to keep this information up to date. If the User provides false information or the Operator has a reason to believe that the information provided by the User is incomplete or inaccurate, the Operator shall have the right, at their sole discretion, to block or delete the User's account, as well as to deny the use of the Applications and related Services in whole or in part to the User.

2.6. The Operator reserves the right at any time to require the User to confirm the data specified during registration and to request in this regard supporting documents (in particular, identity documents), failure to provide which, at the Operator's discretion, may be equated to providing false information and entail the consequences provided for in Clause 2.5. of the Agreement. If the User's data specified in the documents provided thereby does not correspond to the data specified during registration, as well as if the data specified during registration does not allow identifying the User, the Operator shall have the right to apply the measures specified in Clause 2.5. of the Agreement.

2.7. Information about the User contained in the User's account and Personal Account is stored and processed by the Operator in accordance with the Privacy Policy https://skbpribor.ru/upload/privacy_policy_eng.PDF.

2.8. Upon registration, the User independently specifies an email address, which becomes their username (a unique symbolic name of the User account), and the Application automatically generates a password for accessing the Personal Account. The subsequent change of the User's password is performed using the Application software provided in their Personal Account. The Operator shall have the right to inhibit the use of certain usernames, as well as to set requirements for the username and password (length, allowed characters, etc.).

2.9. The username and password are necessary and sufficient information for the User to access the Application. The User shall have no right to transfer their username and password to third parties, and shall hold the entire scope of liability for their safety choosing their own method of storage.

2.10. In case of unauthorized access to the password, its loss or disclosure to unauthorized third parties, the User must replace it with a new one and inform the Operator about this fact by sending an email thereto.

2.11. In case of loss or unauthorized access to the email address specified in the Personal Account, the User must immediately notify the Operator thereof by sending an email from the new email address.

3. RESTRICTIONS ON USING THE APP

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

3.1. The Operator shall have the right to set limits and restrictions to use the Applications and Services for all Users or for specific categories of Users (depending on the User's place of residence, the Service language, etc.), including: presence/absence of certain functions, the maximum period of information and data storage, special options for downloadable information, etc.

Information about the set restrictions will be communicated to Users in a form and manner defined at the sole discretion of the Operator.

3.2. Unless otherwise provided for by addendum documents for the use of a particular Service:

3.2.1. The Operator provides no undertaking that the Application and/or Services meet the User's requirements at the time of the Agreement execution or would meet them later; the Services will be provided contiguously, timely, safely or error-free; the results that may be obtained using the Application will be accurate or reliable and can be used for any purpose or in any capacity (e.g. to identify and/or confirm any facts); the quality of any products, services, information and Content obtained using the Services will meet the User's expectations;

3.2.2. The User may make use of any information and/or materials (including downloadable software, emails, any instructions and guides to action, etc.) that the User gets access to using the Applications, at their own risk and shall be solely responsible for the possible consequences of using such information and/or materials, including for damage that it may cause to the User's computer or third parties, for data loss or any other harm;

3.2.3. Since the Applications and Services based thereon are constantly being added and updated, the form and nature of the features of the Applications and Services provided may change from time to time without prior notice to the User. Where appropriate, the Operator may, at their sole discretion, terminate (temporarily or permanently) the provision of the Services (or any individual functions within the Services) to all Users in general or to an individual User, in particular, without any advance notice whatsoever;

3.2.4. The Operator shall not be held liable for the improper functioning of the Application, if the User does not have the technical means required to use it, and shall not bear any obligations to provide Users with such means.

3.2.5. The Operator shall not be held liable for any inaccuracy, error or incompleteness of the information provided in the Applications and/or Services based thereon;

3.2.6. The Operator shall not be held liable for any damage caused by illegal actions of third parties aimed at distorting information or objects contained in the Applications and/or Services based thereon, and/or virus infections and other malicious programs;

3.2.7. The Operator shall not be held liable for temporary unavailability of the Applications and/or Services based thereon due to maintenance, the need to eliminate technical failures or defects, or otherwise;

3.2.8. The Operator shall not be held liable for any losses incurred as a result of the Applications and/or Services based thereon use by the User;

3.2.9. Under any and all circumstances, the Operator's liability under Article 15 of the Civil Code of the Russian Federation shall be limited to twenty thousand (20,000) rubles and is imposed thereon if there is intentional guilt in their actions.

3.3. Registration of a person as a User on behalf of the authorizing company shall mean that the company accepts the Agreement and undertakes to defend the Operator, their subsidiaries, management, agents and employees from any lawsuits, processes and proceedings related to the use of the Applications and/or Services based thereon, as well as to indemnify against any liability, including the financial one, in respect of any claims, damages, harm, processes, proceedings, legal costs and attorneys' fees.

3.4. In particular when using the Applications the User may not:

3.4.1. Upload, send, transmit or in any other way post and/or distribute information that is illegal, malicious, defamatory, injures morality, demonstrates (or popularizes) violence and cruelty, violates intellectual property rights, promotes hatred and/or racial, ethnic, gender, religious or social discrimination, contains insults to any person or organization, contains elements of (or popularizes) pornography, child eroticism, is an advertisement of (or popularizes) sexual services (including under the guise of other services), explains the procedure for the manufacture, application or other use of narcotic substances or their analogues, explosives or other weapons;

3.4.2. Violate the rights of any third parties, including minors, and/or cause them harm in any form;

3.4.3. Pretend to be another person or a representative of an organization and/or community without sufficient rights to do so, as well as use any other forms and methods of illegal representation of other persons on the Internet, as well as mislead users or the Operator as to the properties and characteristics of any subjects or objects;

3.4.4. Upload, send, transmit or in any other way use, post and/or distribute the Content, in the absence of rights to do so under the laws or any contractual relationship;

3.4.5. Disrupt the normal operation of the Applications;

3.4.6. Post links to Internet resources which content contradicts the Russian legislation in force;

3.4.7. Use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, purchase, copy or track the Application content;

3.4.8. Circumvent the navigation structure of the Applications in any way to obtain or attempt to obtain any information, documents or materials by any means that are not specifically provided by the services of this Application;

3.4.9. Gain unauthorized access to the Application functions, any other systems or networks related to this Application, as well as any services offered by the Operator;

3.4.10. Disrupt the security or authentication system in the Application or in any network related to the Application;

3.4.11. Promote actions aimed at violating the restrictions and prohibitions imposed by the Agreement;

3.4.12. Enter deliberately false data upon registration or authentication in the Application or in any network related to the Application;

3.4.13. Otherwise violate statutory regulations including the standards of international law.

4. INTELLECTUAL RIGHTS

4.1. All objects accessible through the Applications, including design elements, text, graphics, illustrations, videos, trademarks, logos, trade names, computer programs, databases, music, sounds, domain names and other objects posted within the Application, are items covered by exclusive rights of the Operator protected by the Russian legislation or are used thereby on other legal grounds.

4.2. The Operator grants the User the right to use the Application functionally within its general performance capabilities.

4.3. The use of the Application in other ways, including by copying (reproducing) the content posted in the Application, as well as design elements, computer programs and databases included in the Application, their decompilation, modification, processing, distribution in any form, on any media, public demonstration, or putting in the public domain in whole or in part, is strictly prohibited unless otherwise provided for by this Agreement.

4.4. The User may not reproduce, repeat, copy, sell, or use for any commercial purpose any part of the Applications (including the Content available to the User through the Applications), or access thereto, unless the User has obtained such permission from the Operator. If there is no Operator's permission, all of the above actions are illegal and may result in liability in accordance with the Russian legislation.

4.5. All copies of the Applications or any of their components made with the Operator's permission must be accompanied by the following warning: © Source: SKB EP LLC [website address]. All rights reserved.

4.6. In case of any permitted use of the Application materials or their components:

You must keep the objects contained in the Applications unchanged, including watermarks, placemarks, and other official notices, as well as indications of ownership of copyright and exclusive rights;

You are not supposed to attempt to change, including for the purpose of destroying or changing any indication of the copyright holder.

4.7. It is allowed to copy materials from the Applications or any components thereof without the Operator's permission only for personal use for non-commercial purposes on your personal electronic device.

4.8. The Operator shall have the right to make changes to the list of products and services offered and displayed in the Applications, and/or to the prices applicable to such products for their implementation and/or services rendered, at any time without notifying the User.

4.9. The Applications may contain links to websites on the Internet (third-party websites). The above third parties and their content are not checked by the Operator for compliance with certain requirements (accuracy, completeness, legality, etc.). The Operator shall not be held liable for any information, materials posted on third-party websites to which the User receives a link in connection with the Applications use, as well as for the availability of such websites or information and the consequences of the use thereof by the User.

4.10. A link (in any form) to any website, product, service or any commercial or non-commercial information posted within the Applications does not constitute an endorsement or recommendation to visit the website and/or use or purchase these products (services, activities) by the Operator, except as expressly indicated by the Operator. The Operator shall not be held liable for the content of third-party websites and for the consequences of visiting them and/or purchasing goods, works and services through them by the User.

5. NOTICES

5.1. When placing the Order and/or filling out the feedback form and/or performing other actions on websites, in mobile apps or other products and services, you put a mark against the line *I agree to receive advertisement messages about ongoing promotions, events, special offers, for marketing research, etc.*, and so that freely, voluntarily and pursuing own benefit, you authorize the Operator to send and receive notifications of an advertising and informational nature.

- 5.2. The Operator shall have the right to send the User informational electronic messages (hereinafter referred to as the Notifiers) about important events occurring within the Application or in connection therewith to the email address specified in their Personal account.
- 5.3. The Operator, at their sole discretion, may use notifiers to distribute information and advertise own products and services, as well as products and services of any third parties.
- 5.4. If the User wants to opt out of the Operator's mailing list, they shall independently click the link *unsubscribe from the mailing list* specified in the text of the messages sent, or notify the Operator of their disagreement to receive the Operator's emails.
- 5.5. The Operator shall not be held liable for any delays, failures, incorrect or late delivery, deletion or failure to save any notifications. Herewith, the Operator reserves the right to re-send any notification.
- 5.6. Among other things, notifiers can be used to inform the User about restrictions on access to the Application and/or the Service due to preventive maintenance, violations by the User, changes in the Application's feature set, content or terms of the Service provision, including changes to the Agreement, binding and additional documents.
- 5.7. The User acknowledges that the accompanying product description in the App is not intended to be exhaustive and may be incorrect. You have the right to send all comments on the inaccurate product description of the Application to skb@skbep.com.
- 5.8. All questions related to the data support may be addressed to skb@skbep.com

6. VIOLATION OF THE USER AGREEMENT TERMS AND CONDITIONS

- 6.1. In case of repeated or one-time gross violation of the terms and conditions of the present Agreement and/or legal requirements, the Operator shall have the right to block or delete the User's account, as well as deny access to certain Applications and/or Services with account details, and delete any information specified by the User in the Personal Account without any advance notice whatsoever.
- 6.2. The Operator shall not be held liable to the User or any third parties for termination of access to the Applications in case of violation by the User of any provision of the present Agreement or another document containing the terms and conditions of the Application use.
- 6.3. The Operator shall have the right to disclose any information collected about the User of this Application, if such disclosure is required in connection with investigation or complaint with regard to the misuse of the Application, entry of inaccurate data by the User, or required to establish (identify) the User possibly violating or interfering with the rights of the Operator or other Users of the Website.
- 6.4. The Operator's omission to act in case of violation by the User or other Users of the Agreement provisions does not deprive the Operator of the right to take appropriate actions to protect their interests later, and does not mean that the Operator renounces their rights in the event of subsequent similar or identical violations.
- 6.5. The Website Administration shall have the right to disclose information about the User if the Russian legislation in force requires or allows such disclosure.

7. DISPUTE SETTLEMENT PROCEDURE

- 7.1. This Agreement shall be governed and construed in accordance with the legislation of the Russian Federation.

7.2. Should there be any disagreements or disputes between the Parties hereto, submission of a claim (a written proposal for a voluntary settlement of the dispute) shall be an essential condition before initiation of a legal action.

7.3. Within 30 calendar days upon the claim receipt, the claimee shall provide the claimant with the written notification of the claim consideration results.

7.4. Should it be impossible to settle the dispute on a voluntary basis, either Party may seek legal redress for violation of the rights granted thereto by the Russian legislation in force.

7.5. All disputes hereunder or in connection herewith shall be subject to review in a court at the domicile of the Operator in accordance with the Russian procedural law in force.

8. MISCELLANEOUS

8.1. Invalidation of one or more provisions of the present Agreement for whatever reason shall not affect the validity or applicability of the remaining provisions of the Agreement.

8.2. The Operator does not accept counter offers from the User regarding changes to the present User Agreement.

8.3. Reviews posted by the User on the Website are not confidential information and may be freely used by the Website Administration.

8.4. The present Agreement has been drawn up in Russian and in some cases may be provided to the User for review in another language. In case of discrepancy between the Russian version of the Agreement and the version hereof in another language, the Russian version hereof shall apply.

9. DETAILS:

Full name	SKB Elektrotekhnicheskogo Priborostroeniia Limited Liability Company
Abbreviated name (corporate name as used in all documents)	SKB EP LLC
Registered address	196140, Saint Petersburg, Shushary, Ul. Kokkolevskaya (Pulkovskoye), 1, letter A, room 42-H
INN (Taxpayer Identification Number)	3812045829
KPP (Tax Registration Reason Code)	782001001
OGRN (Primary State Registration Number)	1033801751092
Postal address	664033, Irkutsk, PO Box 407
Separate subdivision SKB EP LLC	664033, Irkutsk, Ul. Lermontova, 130, office 226
Phone numbers	+7 (812) 500-25-48
Email	skb@skbep.com
Head	Director General O.N. Ekaterinina (acts by virtue of the Articles of Association)