

# User Agreement of PROCESSOR Digital Procurement Platform

**version 1 dated 01 July 2020**

## **General provisions**

Gazpromneft-Procurement Limited Liability Company (hereinafter the “Operator”) is happy to welcome the Users of PROCESSOR Digital Procurement Platform (“Processor”) operating on the Internet at the URL [processor.isource.ru](https://processor.isource.ru) (hereinafter the “Platform”).

The Platform is intended to provide the Users with the services related to supporting procurement operations (hereinafter the “Services”).

Before starting to use the Platform, please read this User Agreement (hereinafter the “Agreement”) carefully as it contains the description of the functional capabilities and the terms and conditions of provision of the Platform and the Services, governs the relationship between the Parties to the Agreement by establishing their rights, obligations, warranties and liability, defines the jurisdiction for dispute resolution and the law applicable to the relationship between the Parties, and other material terms and conditions.

Starting to use the Platform, the User performs acts evidencing that the User accepted the provisions of this Agreement in full. The User confirms that, before starting to use the Platform, he/she was able to read and understands the provisions of this Agreement. The User has the required powers and authority, as well as legal capacity to enter into and perform under this Agreement. By using the Platform, the User also confirms that he/she has read and understands the Personal Data Processing Policy and the Cookie Policy published on [processor.isource.ru](https://processor.isource.ru).

If the User disagrees with the provisions of this Agreement in full or in part, the User must stop using the Platform and the Services.

## **1. Subject matter**

1.1. The Operator shall, after the User has agreed to the terms and conditions of this Agreement, give the User the right to use the Platform and the Services in accordance with the functional purpose under the terms and conditions set out in this Agreement and the User shall, when using the Platform and Services, act pursuant to this Agreement, otherwise the User undertakes to stop using the Platform and the Services.

1.2. The Platform contains:

- a) information content available to be viewed by the User without the Registration procedure;
- b) information content available to be viewed by the User after it has completed the Registration procedure;
- c) information content available to be viewed by the User who made a Contract with the Service Supplier.

1.3. The current version of the Agreement is published on [https://processor.isource.ru/user\\_agreement](https://processor.isource.ru/user_agreement). This Agreement may be modified by the Operator without a prior notice to the Users. The new version of the Agreement shall become effective at the time of its publication on the website at [https://processor.isource.ru/user\\_agreement](https://processor.isource.ru/user_agreement). The User shall monitor the Agreement to see if it has been modified. By continuing to use the Platform and its Services after the Agreement has been modified the User agrees with such modifications.

## **2. Terms and definitions**

Activation – the actions performed by the User in order to confirm the details entered and complete the Registration procedure in the Personal Profile.

Data – the Platform components, including, without limitation: computer software, including the system, application and auxiliary software and the software for managing the Platform information content, server applications made to implement the Platform’s functional capabilities; the Platform design, including the logical structure of the web pages, layout of the home page and sample pages,

and the user interface (location of the menu, navigation, User interaction etc.); web page texts written in special languages which deal with the logical structure of the web pages, their appearance and other aspects; information content of the Platform in the form of text, graphic, audiovisual, multimedia and other objects published or created using the Platform, including those available for downloading; database management systems, databases, the structure, location and contents of the databases; trade names, business names, brands, appellations of origin, trademarks, service marks, other visual identity items related to goods, work, services and enterprises; domain names and rights thereto; other intellectual property.

Contract – the Contract between the Service Supplier and the Customer made using the Platform.

Customer – a legal entity or individual entrepreneur registered pursuant to the laws of the Russian Federation, a natural person who is a national of the Russian Federation which/who makes a Contract with the Service Supplier.

Personal Profile – the User’s personal section on the Platform linked with the User’s Account and not visible to other Users of the Platform. Operator – the owner and administrator of the Platform.

Platform – the digital procurement platform Processor operating on the Internet at the URL [processor.isource.ru](http://processor.isource.ru).

User – a natural person using the Platform in accordance with the terms and conditions of the Agreement. User Agreement (“Agreement”) – this User Agreement with all the appendices hereto made between the User and the Operator.

Service Supplier – a legal entity or individual entrepreneur with which/whom the User enters into the Contract. Registration – the actions performed by the User himself/herself or via the Operator’s services in order to create an Account in the Personal Profile.

Services – the functional capabilities available to the Users on the Platform in accordance with the user instructions published on [processor.isource.ru](http://processor.isource.ru). Any reference to the Platform in this Agreement shall also include the Services which are components thereof.

Parties – the User and the Operator.

Account – the User’s details necessary to identify such User and provide access to the Personal Profile.

### **3. Intellectual property**

3.1 The Platform and the Data available on the Platform are intellectual property and are owned by the Operator or the rights to them are provided to the Operator by third parties.

3.2 The Platform and the Data available on the Platform may only be used for the purposes of using the Platform and the Services in accordance with their functional purpose.

3.3 The information content of the Platform available to the User may be used by the User for making decisions regarding juridical and physical acts, entering into and performing under Contracts with Service Suppliers. The User may use the content available to him/her on the Platform for the purposes of internal business operations in ways not prohibited by law, including viewing and copying the content available for downloading, gathering, analyzing and demonstrating the content received, providing access to the information content for the persons participating in the internal business operations and excluding any use of the information content of the Platform as a standalone subject matter of contractual or any other relationship, including, without limitation, by sale of, granting access to or any other distribution of the information content of the Platform.

3.4 In any case, when using the Data, the User may not change or delete any marks evidencing ownership of such Data by the Platform Operator or by any third parties, receipt of such Data via the Platform, any other notices and marks which such Data contain.

3.5 Except when otherwise expressly provided by this Agreement in relation to the information content of the Platform, no Data, including any parts thereof, may be downloaded, reproduce, made available, including to the public, made publicly available, modified, translated, reworked, published, changed in any way whatsoever (including by making additions, comments, publications, changing or deleting reference to the author or in any other similar way), distributed, disclosed, or otherwise used by the User in any way which may result in a violation of rights of the Platform Operator or any other right holders.

3.6 The Operator reserves the right to change or delete, at any time, the Data from the Platform without notifying the User.

3.7 The Operator reserves the right to protect the Data, including using protective equipment and/or acting on behalf of the right holders the rights to use whose Data were infringed by the User.

#### **4. Rights and obligations of the Operator**

4.1 The Operator shall duly act pursuant to the terms and conditions of this Agreement.

4.2 The Operator shall promptly resolve any problems with the Platform functioning and if it is not possible, notify the User about the same via the Platform or otherwise.

4.3 The Operator may assign the rights and obligations hereunder to third parties for the purposes of performance under this Agreement without the User's approval.

4.4 The Operator reserves the right to, in its sole discretion and without any prior notice, block the User's access to the Platform in the event of any breach of the terms and conditions of this Agreement or if there are any reasons to believe that such blocking is a necessary method of protecting the rights of the Operator and other Users.

4.5 The Operator may unilaterally block, fully or in part, the User's access to the Platform or completely stop the availability of the Platform for organizational or technical reasons, to procure information security in order to prevent any unauthorized access, loss or destruction of the Data until such reasons are remedied or until any other moment in the Operator's discretion.

4.6 The Operator may process the statistical information about the use of the Platform by the User and provide automatic processing of the information given by the User on the Platform in conformance with the Personal Data Processing Policy and the Cookie Policy.

4.7 The Operator may process the information given by the User on the Platform for the purposes of decision making regarding the Activation and Registration of the User's Account and may disclose the information to the Service Suppliers for the purposes of decision-making concerning entering into a Contract.

4.8 The Operator may, using its own resources or by hiring third parties, send out advertising, information or any other email messages to the Users who agreed to receive such messages.

4.9 The Operator may unilaterally decide to modify or update the Services, Platform functionality or to stop their operation. The Operator shall not be required to store or disclose to the User any Data, except when otherwise provided by applicable laws and regulations.

#### **5. Rights and obligations of the User**

5.1 The User shall duly act pursuant to the terms and conditions of this Agreement.

5.2 The User shall provide true, accurate, up-to-date and complete information when using the Platform.

5.3 The User warrants that it has the required powers and authority to enter into this Agreement and use the Platform, including that it has the required powers and authority to provide the information on behalf of other persons (including consent to personal data processing received from them, if such consent is required).

5.4 The Use shall:

- only use the Platform in ways which match the functional purposes of the Platform;
- use the Data in ways permitted under this Agreement;
- not infringe on the rights of the Platform Operator and other intellectual property right holders;
- not receive or grant access to, control, reproduce, distribute, disclose, broadcast, sell, license, copy or otherwise use the Data using any robots, parsing, spiders, scrapers or any other automatic methods or manual processes for any purposes;
- not do anything to bypass the restrictions on access to the Platform and the Data set by the Operator;
- not perform any acts which result or may result in any unreasonably or disproportionately heavy load on the Operator's infrastructure;
- not use any third-party software or any other hardware and/or software which may affect the Platform's operation in any way;
- not attempt to modify, translate, adapt, edit, decompile or disassemble or reverse engineer the software used by the Operator;
- not bypass, disconnect or otherwise interrupt the work of the protective equipment or functions which prevent or limit the use or copying of the Data from the Platform;
- not download the Data which were not expressly made available for downloading by the Operator.

5.5 The User shall not use the Platform for creating, publishing, transmitting, distributing, storing any information which:

- is illegal in nature;
- is of advertising nature, spam;
- contains any information from any pages with restricted or password-protected access, hidden pages or images (if such information is not accessible via links from open pages);
- contains viruses or any other malware or is intended for assisting such malware;
- is not directly related to the User;
- limits or blocks any other person's ability to use the Platform and the Data;
- may cause damage to the Operator and Users or bind them with any obligations of any kind.

5.6 For correct work of the Platform, it is recommended that the User have the following preinstalled software: Operating system: Microsoft Windows (version XP or higher);

Browser: Microsoft Edge, Google Chrome, Mozilla Firefox;

5.7 The User shall use its best efforts to procure the security of his/her Account data (including login and password) and the equipment used to access the Platform, and shall be responsible for the safety and confidentiality of his/her data used to access the Platform. Any action performed on the Platform using the User's Account shall be viewed as an action performed by the User himself/herself or a person authorized by the User and shall create the User's responsibility and liability with regard to such actions and consequences which such actions resulted or could result in, including liability for any breach of this Agreement and non-compliance with law.

5.8 The User may send his/her proposals, complaints or objections related to the Platform to the Operator at the following email address: [support@isource.ru](mailto:support@isource.ru).

The User shall immediately notify the Operator about any instances when the Platform was accessed by any third parties using the User's Account and/or about any breach of any security requirements by writing to [support@isource.ru](mailto:support@isource.ru).

5.9 The User shall not have the right to make available for use, assign, sell or otherwise dispose of the right to use the Account on the Platform.

5.10 The User shall update the information provided during the Registration in order to ensure that it is accurate, true, up-to-date and complete.

5.11 Any fees charged for the telecommunication services, including those provided by mobile network operators or internet access service suppliers shall be at the User's account.

5.12 The User may at any time unilaterally stop using the Platform and terminate this Agreement by deleting his/her Account from the Platform.

## **6. Registration on the Platform**

6.1 In order to obtain an Account on the Platform, the User shall complete the Registration procedure. The Registration may be performed by the User himself/herself or with the assistance of the Operator's services. 6.2 For self-Registration, the User shall, when accessing the Personal Profile, press the button "Register" and fill in his/her details (including inventing a login and password). Having successfully filled in the details and agreeing with the required conditions of using the Platform (such as consent to personal data processing), the User will receive, to the email address given when filling his/her details, a message from the Operator to confirm the Registration and a link to the Activation of the Account in the Personal Profile. Having followed the link to activate the Account, the User shall be considered registered with the Platform and not linked to any specific Customer.

6.3 In order to be linked to a specific Customer, the registered User shall indicate in the Personal Profile to which Customer it belongs. If such Customer has not been registered with the Platform before, then after the registration of such Customer, the User shall receive the Customer administrator privileges. The Customer administrator privileges may be assigned by the User to any other User from the same Customer via the Customer's Personal Profile or via the Operator's services. If the Customer has been registered with the Platform, adding a registered User to the Customer will need to be approved by the Operator's services or via the User with the Customer administrator privileges.

6.4 When registering via the Operator's services, the User will send a request to [support@isource.ru](mailto:support@isource.ru) (or contact the operator in any other way). To complete such request, the User shall give to the Operator's services its account details (except the password set during the activation of the account), the Customer details if it is necessary to link the User with a specific Customer. By giving the required data, including personal data, the User automatically agrees to their processing by the Operator's services. Having successfully filled in all the required details, the User will receive, to the email address given when filling his/her details, a message from the Operator to confirm the Registration and a link to the Activation of the Account in the Personal Profile. Having followed the link to activate the Account, the User shall be considered registered with the Platform. A registered User shall be considered linked to a specific Customer if the Customer's details were given by the User at the time of Registration via the Operator's services and approved via the Operator's services or via the User with the Customer administrator privileges. A registered User shall not be considered linked to a specific Customer if the Customer's details were not given at the time of Registration via the Operator's services.

6.5 Other matters related to the Registration and Account Activation are described in the instruction published on [processor.isource.ru](http://processor.isource.ru) in the Documents section.

6.6 The User agrees that the login and password used to access the Account serve as the key to the User's simple electronic signature and confirm that the actions were performed by the User himself/herself.

6.7 In the event of any breach by the User of any provisions of this Agreement, including provision of incorrect information, the Operator may block or permanently delete the User's Account from the Platform.

## **7. Contracts**

7.1 The Contracts which are offered to be made on the Platform are not standard form contracts within the meaning of Article 426 of the Civil Code of the Russian Federation. The Service Supplier may refuse, for any reason, to enter into a Contract with any Customer after verifying the information provided by it in the Personal Profile.

7.2 The rights and obligations under the Contract shall be between the Service Supplier and the Customer directly. The Platform Operator shall not be a party to the contractual relationship between the Service Supplier and the Customer.

7.3 Contracts shall be made by the Customer acceding to the terms and conditions proposed by the Service Supplier on the whole, unless otherwise provided in the Contract.

7.4 Payments under Contracts shall be directly between the Service Supplier and the Customer without the Operator's involvement. The Operator shall not make any financial payments, shall not accept any payments and shall not participate in any payments under the Contract between the Service Supplier and the Customer shall not make any transfers, store or process any bank card data or any data necessary to authorize payments. The Operator is not a member of any payment systems.

## **8. Liability of the Parties**

8.1 The Operator does not give any warranties regarding the User's use of the Platform and Data, it does not give any warranties in relation to the merchantability of the information, the fitness of the information for the User's specific purpose, its suitability for peaceful use in the User's business operations or non-infringement of rights.

8.2 The Operator does not give any warranties or representations and does not assume any obligations regarding the correctness and accuracy of any Data and information published on the Platform by any persons, including other Users.

8.3 Under no circumstances shall the Operator be held liable for any losses, including any loss of income, profit, reputation, or data as a result of any interruption of any business process of any kind resulting from the User accessing the Platform or related to any delay with or inability to access them, to viewing or using the Platform and the Data (including, inter alia, the User's reliance on the information published on the Services); for any computer viruses, information; software; any downloaded websites; physical or property damage of any kind sustained as a result of the User using the Platform and/or the financial information stored thereon; any errors or omissions in the information published.

8.4 The Operator shall not be held liable for any disclosure by the User of any information to any third parties using the Platform or if the information from the Platform became available to any such third

parties as a result of their unauthorized access to the User's equipment or actions of any viral software or any other malware on the User's equipment.

8.5 The Operator shall not be held liable if it becomes impossible to use the Platform and the Data due to any circumstances beyond the User's control.

8.6 It is recommended that the User set a strong password and change it regularly. The operator shall not be held liable for any damages resulting from any unauthorized use by any third parties of the User's Account.

8.7 The Platform may contain links to other Internet resources. The User hereby acknowledges and agrees that the Operator does not control and assumes no liability for the availability of such resources and their contents or for any consequences resulting from the use of such resources. Adding links to such websites shall not mean advertising the materials of such third-part websites or applications and shall not imply any connection with their owners. The User shall follow any links at its own risk.

8.8 In the event of non-performance or inadequate performance of the obligations undertaken by the User hereunder, the User shall be held liable pursuant to the laws and regulations of the Russian Federation.

## **9. Dispute resolution, applicable law and geographical orientation of the Platform**

9.1 In the event of any disputes or disagreements related to performance hereunder, the User and the Operator shall use their best efforts to resolve them through negotiation.

9.2 Before referring the matter to the competent court, the Parties shall attempt to settle their disputes pursuant to the out-of-court complaint handling procedure.

9.3 The User may file a complaint with the Operator by email to [support@isource.ru](mailto:support@isource.ru) or in writing by registered mail with the delivery confirmation requested. Any such complaint shall contain the essence of the claim asserted, the evidence confirming such claim and the User's registration details.

9.4 The Operator may use any data available to it about the User for sending the complaint. The User shall be responsible for the correctness of the data published by him/her and for his/her ability to receive legal communications at the addresses provided.

9.5 The Parties shall reply within fifteen (15) working days from the time of receipt of the complaint using any of the above methods.

9.6 If, upon expiration of thirty (30) calendar days after filing a complaint, the Party sending such complaint has not received a reply or if the Party's claim is not satisfied, such party may refer the dispute to the court of competent jurisdiction.

9.7 Any disputes which were not settled pursuant to the out-of-court complaint handling procedure shall be referred for final resolution to the district court of Saint-Petersburg chosen by the claimant. The law governing the relationship between the Parties shall be the law of the Russian Federation.

9.8 The Operator, in order to exclude any disputes regarding jurisdiction and applicable law, hereby expressly notifies the User that the Platform's operation is orientated towards the territory of the Russian Federation, Contracts are made and performed in the Russian Federation. The Operator may take organizational and technical measures to block entering into and performance by Users of

Contract and to prevent any use of the Platform in any other territories not mentioned in this Clause 9.8.

## **10. Miscellaneous**

10.1 All matters not governed by this Agreement shall be resolved pursuant to the laws and regulations of the Russian Federation.

10.2 This Agreement shall be made for the period of the User's use of the Platform, shall become effective for the User at the time when he/she starts using the Platform and shall remain in force either until it is modified or terminated by the Operator or until the User stops using the Platform, including by deleting his/her Account.

10.3 If any provision of this Agreement is found invalid, this shall not affect the validity or applicability of the remaining provisions of this Agreement.