

## **FAITID'S WEBSITE TERMS OF USE**

This web page (including all documents published on this web page, which are available through the link) provides users with the terms of use (hereinafter, the "Terms") of the website (including graphics, illustrations, photographs, video and audio materials, design elements and means of individualization, text information and documentation, downloads, and any other products, facilities, and materials available on FAITID's website) located at <http://faitid.org> (hereinafter, "FAITID's website").

These Terms constitute the agreement between the User and FAITID on the use of FAITID's website.

These Terms are publicly available.

Before using FAITID's website, please read these Terms carefully.

By using FAITID's website, you confirm that you accept these Terms and agree to comply with them.

If you do not agree with these Terms, please, refrain from using FAITID's website.

### **1. DETAILS OF WEBSITE'S MANAGING COMPANY AND USER**

1. The website [faitid.org](http://faitid.org) is managed by

1.1. Full name of the company:

Foundation for Assistance for Internet Technologies and Infrastructure Development.

1.2. Address: 24 Zhivopisnaya St., office I, Moscow, 123103, Russia.

1.3. Postal address: 2 3rd Khoroshevskaya St., building 1, Moscow, 123308, Russia.

2. For more details on Foundation for Assistance for Internet Technologies and Infrastructure Development (hereinafter, "FAITID") [see](#).

3. The User means a person who gets access to the information published on FAITID's website and to the services provided by FAITID using FAITID's website.

### **2. ACCESS TO FAITID'S WEBSITE**

2.1. FAITID shall be entitled to cancel or modify the services provided by FAITID using FAITID's website, to modify or update the content and format of FAITID's website, at its sole discretion, without notifying users. FAITID shall not be held liable for any unavailability of FAITID's website at any time or during any period due to the reasons beyond the reasonable control of FAITID.

2.2. If the user chooses or is given user's ID, password or any other information, the user shall be obliged to treat such information as confidential and not disclose it to third parties. FAITID reserves the right to cancel any user's ID or password if FAITID determines that the user has violated these Terms and/or user's actions inflict or may inflict damage on FAITID, other users, and/or any third parties.

2.3. Users shall take all reasonable steps to ensure their lawful access to FAITID's website. Users shall warrant that all persons who use their Internet connection are aware of these Terms and agree to comply with them.

### **3. INTELLECTUAL PROPERTY RIGHTS**

3.1. FAITID is the legitimate owner of all exclusive rights to all materials, documents, articles, and publications placed on FAITID's website. All these materials are protected by the copyrights of Foundation for Assistance for Internet Technologies and Infrastructure Development.

3.2. Unless otherwise stipulated herein, the information and other items published on FAITID's website can only be copied or distributed in unmodified form for personal non-commercial use.

Any other use, distribution, reproduction, modification, display or transmission thereof is only possible on the basis of FATID's written consent. References to copyrights and other intellectual property rights must be preserved in all cases of reproduction with a reference to FAITID's website as a source of the information.

3.3. Users may not change in any way any hard or soft copies of materials published on FAITID's website which have been printed out or downloaded by users. Users may not use any illustrations, photographs, graphics or video and audio materials separately from the accompanying text.

3.4. In the event of printing, copying or saving any information published on FAITID's website in violation of these Terms, users can be held liable in accordance with applicable Russian laws.

3.5. These Terms do not grant to the user the right to use FAITID's trademarks. The right to use the trademarks of FAITID may only be granted on the basis of a written agreement with FAITID signed by its authorized representatives.

#### **4. RELIABILITY AND CHANGES TO INFORMATION PUBLISHED ON FAITID'S WEBSITE**

4.1. FAITID aims to update FAITID's website on a regular basis and may change the information published on it at any time, at its own discretion and without notifying users.

4.2. FAITID shall not be held liable for any consequences for users and/or third parties arising from the use of information published on FAITID's website.

#### **5. FAITID'S LIABILITY**

5.1. FAITID aims to keep the materials and documents published on FAITID's website up-to-date.

5.2. FAITID does not warrant:

- the suitability of its website for specific purposes;
- any results of use of FAITID's website;
- that the materials published on FAITID's website are error-free.

5.3. FAITID shall not be held liable for:

- any direct or indirect damages incurred by any user arising from the use of or inability to use FAITID's website, as a consequence of using FAITID's website, as well as any website, a link to which is provided on FAITID's website, and the use of any materials published on it, including, but not limited to, the liability for:

- a) loss of income or profit;
- b) loss of business;
- c) loss of profit or contacts;
- d) loss of data;
- e) loss of good will;
- f) other losses, including labor costs;

- any other losses or damages of any kind arising from the use of or inability to use FAITID's website or from the content of any materials published on it, even if FAITID was made aware of the possibility of such damages.

#### **6. INFORMATION ON USERS AND VIEWERSHIP STATISTICS OF FAITID'S WEBSITE**

6.1. FAITID processes user data in accordance with Personal Data Processing Policy.

By using FAITID's website, users agree to such data processing and warrant that the information they provided is accurate and true.

## **7. MATERIAL UPLOAD, LINKS TO/FROM FAITID'S WEBSITE**

7.1. Every time users use the function which allows them to upload materials to FAITID's website (to publish them) or to communicate with other users of FAITID's website, users shall comply with these Terms.

7.2. Users shall not publish on FAITID's website any information that is inconsistent with public interests, principles of humanity and morality (such as obscenities, calls for violence, extremism, overthrowing of the government, slogans of anti-humane nature insulting human dignity or religious sentiments, etc.).

Users warrant that all materials published by them comply with such standards and applicable Russian laws, including Federal Law No. 38-FZ "On Advertising" dated March 13, 2006, and users shall reimburse FAITID for all losses incurred in the event that they breach this warranty.

7.3. Any information published on FAITID's website shall not be deemed confidential, and FAITID shall be solely entitled to use, copy, distribute, and disclose this information to any third parties for any purposes.

7.4. FAITID shall not be held liable to any third parties for the content or accuracy of any information published by users on FAITID's website.

7.5. FAITID shall be entitled to remove any information or messages published by users on FAITID's website if, in FAITID's opinion, such information is inconsistent with FAITID's objectives and these Terms, or if such information is inconsistent with applicable Russian laws.

7.6. Placement of links to any third-party websites on FAITID's website shall not be deemed FAITID's endorsement, recommendation, or approval of third-party' websites.

7.7. If a user decides to leave FAITID's website and access third-party website linked thereto, it does so entirely at its own risk, and these Terms shall no longer apply to the user from that point forward.

The user shall be further governed by applicable laws and terms set forth by third parties whose website the user intends to use.

7.8. By using FAITID's website, a user agrees that it downloads any materials from or using FAITID's website at its own risk and is solely responsible for any consequences of their use, including the damage that it may inflict on the user's computer or third parties, loss of data or any other damage;

7.9. For the avoidance of doubt, a user shall take precautions when downloading and using any files from FAITID's website or through posted links.

FAITID strongly recommends to only use licensed software, including anti-virus software.

## **8. VIRUSES, HACKING, AND OTHER VIOLATIONS**

8.1. Users may not use, and shall refrain from using, FAITID's website for distribution of viruses, trojans, logic bombs, and other malicious software. Users shall not attempt to gain unauthorized access to FAITID's website, the server on which information is stored or any other server, computer or database related to FAITID's website. Users may not attack, and shall refrain from attacking, FAITID's website through DoS attacks or distributed DoS attacks.

8.2. If Clause 8.1. hereof is breached by users, their actions may be qualified as a criminal offense under Articles 272, 273, and 274 of the Criminal Code of Russia. FAITID shall report any such violations to the law-enforcement authorities and cooperate with them in order to identify users.

8.3. FAITID shall not be held liable for any losses or damages arising from DDoS attacks, viruses, or other malware which may infect users' hardware, software, data, and other proprietary materials of users and/or third parties due to the use of FAITID's website or downloading any materials published on FAITID's website, as well as due to the use of links to other websites from FAITID's website by users.

## **9. PROHIBITION OF ILLEGAL USE OF FAITID'S WEBSITE**

9.1. Users shall be entitled to use FAITID's website for lawful purposes only.

9.2. Users shall not use FAITID's website en the event that:

- local, national or international laws are violated;
- the use of FAITID's website is illegal or fraudulent, inflicts or threatens to inflict damages on other users and any third parties.
- the use of FAITID's website inflicts or threatens to inflict damages on minors.
- FAITID's website is used for transmitting unsolicited or unauthorized advertising, promotional materials, or any other similar information (SPAM).
- FAITID's website is used for transmitting any data containing viruses, any other malware or a computer code developed to negatively affect hardware or software of FAITID and/or third parties.

9.3. Uses shall not:

- reproduce, duplicate, copy or re-sell the content of FAITID's website in whole or in part in violation hereof.
- visit FAITID's website in the absence of the lawful access to it and shall not interfere or disrupt an operation of:
  - any part of FAITID's website;
  - any equipment or network where the information published on FAITID's website is stored;
  - any software used on FAITID's website;
  - any hardware, network or software owned or used by FAITID and/or any third party.

## **10. INTERACTIVE SERVICES**

10.1. FAITID may provide access to:

- Chats;
- Message boards or forums (hereinafter, "Interactive Services").

10.2. FAITID shall take all reasonable steps to assess possible risks for users caused by third parties throughout the use of Interactive services.

In each case, FAITID shall unilaterally determine whether to use a moderator in the provision of Interactive Services. However, FAITID shall not be obliged to monitor, trace or moderate any interactive service provided on FAITID's website.

FAITID shall not be held liable for any damages or losses arising from the use of the Interactive services provided on FAITID's website, regardless of whether the Interactive Service is moderated.

10.3. Users acknowledge and warrant that they will act in accordance with Clause 7.2. hereof while using the Interactive Services.

10.4. Minors shall use FAITID's Interactive services with consent of their parents or legal guardians.

It is strongly recommended that parents who allow their children to use the Interactive Services ensure that children are aware of how to use the Internet safely because the Interactive services on the FAITID's website are monitored irregularly.

## **11. STANDARDS OF CONTENT PUBLISHED ON FAITID'S WEBSITE**

11.1. The following standards of the content published on FAITID's website shall be mandatory for all materials published by users, including via the Interactive services.

11.1.1. The materials to the fullest extent shall be:

- Accurate (in case of stating facts);

- True (in case of giving opinions);
- Compliant with Russian laws.

11.1.2. The materials shall NOT:

- Contain any defamatory information;
- Contain any information that is obscene, insulting human dignity or religious sentiments;
- Contain any sexually explicit information;
- Contain calls for violence, extremism, overthrowing of the government, slogans of anti-humane nature;
- Contain any discriminating information, including on the basis of race, gender, religion, ethnicity or age, as well as on the grounds of disability or sexual orientation;
- Infringe copyrights, associated rights, rights to the means of individualization, and other intellectual property rights;
- Be deceptive or fraudulent in their nature;
- Be used for impersonating someone;
- Create the impression that they are published by Foundation for Assistance for Internet Technologies and Infrastructure Development;
- Facilitate any illegal acts prohibited by applicable Russian laws.

## **12. SUSPENSION**

12.1. FAITID reserves the right to assess the extent of the breach of these Terms.

12.2. Any failure to comply with these Terms represents a material breach of FAITID's Website Terms of Use, which may result in:

- Limitation of users' right to use FAITID's website;
- Immediate deletion of any materials or records posted by users on FAITID's website;
- Warning to the user in writing;
- Legal proceedings against users aimed at stopping the infringement of FAITID's rights and recovering any and all losses FAITID has incurred due to users' breach of these Terms (including, without limitation, legal fees);
- Disclosure of information about users to the law-enforcement, judicial, and other competent authorities, provided FAITID has reasons to believe that information published by users on FAITID's website runs counter the provisions of applicable Russian laws.

This list is not exhaustive. FAITID is entitled to apply any other action within the framework of applicable Russian laws against the perpetrators who infringe upon these Terms as FAITID might find fit.

## **13. JURISDICTION AND GOVERNING LAW**

13.1. Any disputes arising out of these Terms shall be resolved using the complaint procedure.

Time to respond to a complaint shall be established as 10 (ten) calendar days from its receipt.

13.2. If the parties fail to resolve disputes using the complaint procedure, such disputes shall be resolved in accordance with applicable Russian laws.

13.3. Any claims against FAITID related to these Terms or infringement of third-party rights resulting from the use of FAITID's website may be submitted to FAITID's address specified in Clause 1.3. hereof or to the email address specified in Clause 14.1. hereof.

13.4. These Terms of Use for FAITID's Website and/or any dispute or request arising from or related to the application of these Terms shall be settled and construed in accordance with applicable Russian laws.

## **14. FEEDBACK**

14.1. Should you have any questions related to the information contained on this page, please contact us at: [info@faitid.org](mailto:info@faitid.org).

## **15. MISCELLANEOUS**

15.1. FAITID is entitled to modify these Terms at its own discretion and without notifying users.

15.2. FAITID recommends users to visit this page from time to time to check for any new information that applies to users on a mandatory basis.

15.3. These Terms are drawn up in Russian and published on FAITID's website.

15.4. If one or more provision of these Terms is held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.