

## **License agreement**

Date of change 09.09.2013

### **1. General provisions**

1.1. This License agreement sets the terms of use of the software for computer information service «CleanTalk» (hereinafter - Program) and entered into between any person using the Program (the User), and the Society with limited liability "CleanTalk represented by its Director Shagimuratov Denis, acting under the Charter (hereinafter referred to as the copyright Holder).

1.3. Program - computer Software service spam «CleanTalk» located at the address in a network the Internet <http://moderate.cleantalk.ru> and is intended for protection against a spam site.

1.4. Tariff - section of the price-sheet of the license fee, which is located at <http://cleantalk.ru/price> determining the value, the amount of functional capabilities of the Program and the period of use of the Program by the User.

### **2. Subject of the agreement**

2.1. The subject of this License agreement is the transfer of the right holder of nonexclusive rights to use the Program the User on conditions of a simple (nonexclusive) license by providing access to the Program on the server of the Rightholder.

2.2. All conditions stated below apply both to the Programme as a whole and to all of its separate components.

### **3. Exclusive rights for the Programme**

3.1. The program is a result of intellectual activity of the holder and is protected by the legislation of the Russian Federation on copyright, all exclusive rights to the Program, the accompanying materials, and any copies of, belong to the holder.

3.2. Right to use the software is provided only under the terms and in the amount specified in this License agreement.

### **4. Terms of use of the Program**

4.1. The licensor grants the User on conditions of a simple (nonexclusive) license the following rights to the software in accordance with the terms of remuneration and the Tariff paid to the last:

4.1.1. The right of access to the Program, placed on the server of the Rightholder for the term of the fare paid.

4.2. Provided by the right holder of a license for the software is used only by the User and is not transferable to third parties without the prior written consent of the Rightholder.

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

5.1. The rightholder has the right:

5.1.1. To change the Program, does not affect its functionality, in its sole discretion and without the consent of the Users.

5.1.2. Stop User access to the Program in the event of a breach of the terms of this License agreement.

5.1.3. To carry out maintenance work on the server, what notify you by posting relevant information on the website <http://cleantalk.ru>.

5.2. The holder must:

5.2.1. Give the User access to the Programme within 1 (one) working days from the date of last payment of the corresponding Fare.

5.2.2. Provide round-the-clock availability of the server hosting the Program, except for the time of carrying

out of preventive works.

5.2.3. Refrain from any action that could impede the User of the granted right to use the software installed in this License agreement limits.

5.3. The user has the right:

5.3.1. Round-the-clock access to the server of the right holder, on which the utility is located, except for the time of carrying out of preventive works.

5.4. User agrees:

5.4.1. Comply with all conditions of this License agreement.

## **6. License fee and the procedure for transfer of rights to the Program**

6.1. The user pays the right holder license fees - fee for the right to use the Program in the amount established on the website <http://cleantalk.ru>.

6.2. License fee is paid by the User 100% amount established on the website <http://cleantalk.ru> once for the entire term of the license.

6.3. License fee is paid in rubles of the Russian Federation by payment through payment systems Visa, MasterCard, WebMoney, Yandex.Money on the basis of accounts, automatically generated site of the Program after the registration on the site, the obligation to pay is fulfilled at the moment of money transfer to the settlement account of the right holder.

6.4. In the event that within 5 (five) working days from the moment of the termination of the paid period of the copyright Holder has not received the claims of the User associated with the volume of the granted rights, it shall be deemed that the non-exclusive right to use the software granted to the User in full properly.

6.5. Rights in the software are considered to be transferred to the User at the moment of granting of access to the Program, in accordance with paragraph 5.2.1.

## **7. Liability and dispute resolution**

7.1. The program is provided «as is» (as is) in accordance with generally accepted in the international practice principle. This means, that for problems arising in the process of installing, upgrading, operation and support of the Program (including compatibility issues with other software or drivers and others), failure of the Program to the User's expectations etc), the right Holder is not responsible. The user should understand that bears full responsibility for possible negative consequences caused by the incompatibility or conflict with other software products installed on the User's computer. The program is not intended and should not be used in the information systems operating in hazardous environments or to serve a life support system, in which the failure of the Program can create a threat to human life or result in large financial losses.

7.2. The owner shall not be liable for inability to use the Program for reasons beyond the control of the User.

7.3. Owner reserves the right to suspend the operation of this site for maintenance as possible during the night or the weekend.

7.4. In the case of between the copyright holder and the User dispute or difference arising out of this License agreement or related parties will take measures to resolve them through negotiations.

7.5. If you cannot resolve the disputes between the parties and/or the dispute by negotiations, such disputes are resolved in the Arbitration court.

## **8. Duration of the License agreement and the termination of.**

8.1. This License agreement is effective from the date of acceptance and is valid until complete performance of their obligations by the parties, and in part of transfer of non-exclusive rights to the Program (license) - within the timeframe established Tariffs.

8.2. This License agreement constitutes an offer and applicable law the Rightholder has the right to revoke the offer in accordance with senior 436 of the civil code. In the case of revocation of this License agreement by the right holder during the term of this License agreement shall be deemed terminated from the date of revocation. A review is carried out by posting relevant information on the website <http://cleantalk.ru>.

8.3. This License agreement may be terminated ahead of schedule:

8.3.1. By mutual agreement between the User and owner.

8.3.2. On the initiative of the right holder in the event of a breach of the terms of this License agreement without the return of the latter of any money.

## **9. Other conditions**

9.1. The license under this License agreement applies to all subsequent updates / new version of the Program. By agreeing to install / update the new version of the Program, the User accepts the terms of this license for relevant updates / new versions of the Program, if the update / new version of the application is not accompanied by any other license agreement.

9.4. The rightholder has the right to unilaterally amend the terms of service of service «CleanTalk placing this information on the website <http://cleantalk.ru> in the public domain and making changes in this License agreement. Such changes in the terms of this License agreement shall be effective from the date of their publication, unless otherwise specified in the relevant publication.

9.6. All issues not regulated by this License agreement shall be settled in accordance with the legislation of the Russian Federation.

## **10. Details Of The Right Holder**

LLC "Клинтолк"

Tin 7447214693

OGRN 1127447012571

Address, Chelyabinsk, St. Ignatius Вандышева, 4, office 130

Telephone: +7 351 740 17 30