

# License Agreement

Revision date September 9, 2013

## 1. General Provisions

1.1. This License Agreement sets out the conditions of use of computer software for the "CleanTalk" information service (hereinafter - the Program), and is entered into between any person using the Program (hereinafter - the User), and the Limited Liability Company "CleanTalk".

1.3. The Program - the software for "CleanTalk" anti-spam computer service, located in the Internet at <http://moderate.cleantalk.ru>, is designed to protect the website of the User from spam.

1.4. The Rate - the section of price list for a license fee, located at <http://cleantalk.ru/price>, determining cost, the amount of functionality of the Program and User's term of using the Program.

## 2. The subject of the License Agreement

2.1. The subject of this License Agreement is the transfer of non-exclusive rights to use the Program from the Copyright Holder to the User under the terms of a simple (non-exclusive) license, by providing access to the Software on a server of the Copyright Holder.

2.2. All conditions stated below apply to the Program as a whole and to its all components separately.

## 3. Exclusive rights for the Program

3.1. The Program is the result of intellectual work of the Copyright Holder, and is protected by the copyright legislation of the Russian Federation. All exclusive rights to the Software, its copies and accompanying materials, belong to the Copyright Holder.

3.2. The right to use the Program is provided solely on the conditions and to the extent that is specified in this License Agreement.

## 4. Terms of Use of the Program

4.1. The Copyright Holder under a simple (non-exclusive) license provides the User with the following rights for the Program in accordance with the licensing fee and the Rate (paid last):

4.1.1. The right to have a 24-hour access to the Program, hosted at the server of the Copyright Holder, during the term of validity of the paid Rate.

4.2. The Program license, provided by the Copyright Holder is used only by the User and is not transferable to third parties without prior written consent of the Copyright Holder.

## 5. The Rights and Obligations of the Parties

5.1. The Copyright Holder has the right to:

5.1.1. In its sole discretion, without the User's approval, make changes in the Program that do not affect its functionality.

5.1.2. Stop the User's access to the Program in case of a breach of the terms of this License Agreement.

5.1.3. Carry out maintenance work on the server and notify the User by posting appropriate information at <http://cleantalk.ru>.

5.2. The Copyright Holder is obliged to:

5.2.1. Provide the User with the access to the Program within one (1) working day from the date of the last payment of the respective Rate.

5.2.2. Ensure the 24-hour availability of the server with the Program, except during the scheduled maintenance.

5.2.3. Refrain from any action that could complicate the implementation of the User's right to work with the Program to the extent, specified in this License Agreement.

5.3. The User has the right to:

5.3.1. Have the 24-hour access to the server with the Program of the Copyright Holder, except during the scheduled maintenance.

5.4. The User is obliged to:

5.4.1. Respect the terms of this License Agreement.

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

6.1. The User pays the license fee to the Copyright Holder - the Rate for having the right to use the Program to the extent specified at <http://cleantalk.ru>.

6.2. The license fee is paid in full by users once during the entire term of the license; the rate is specified at <http://cleantalk.ru>.

6.3. The license fee is paid in Russian roubles via Visa, MasterCard, WebMoney or Yandex paying system. It is based on the invoice that is automatically generated by the website of the Program after the User completes the registration. The payment obligation is considered to be closed at the moment when the funds finish to be transferred to the bank account of the Copyright Holder.

6.4. In case if within five (5) working days from the end of the payment period the Copyright Holder has not received complaints from the User on the amount of granted rights, it is considered that the non-exclusive right to use the Program was provided to the User in full and properly.

6.5. The rights to the Program shall be considered to be transferred to the User at the time of providing the access to the Program in accordance to the paragraph 5.2.1.

## **7. Responsibility and Dispute Settlement Procedure**

7.1. The Program is provided to the User "as is" in accordance with generally accepted international principles. This means that the Copyright Holder is not responsible for any problems in installation, upgrades, support and operation of the Program (including compatibility issues with other software (packages, drivers, etc.)), non-compliance of the User's expectations with real results from working with the Program, etc.). The User should understand that he is solely responsible for any negative results caused by incompatibility or conflict of the Program with other software, installed on the User's computer. The User should understand that he is solely responsible for any negative results caused by incompatibility or conflict of the Program with other software, installed on the User's computer.

7.2. The Copyright Holder is not responsible for impossibility of use of the Program due to conditions, depending on the User.

7.3. The Copyright Holder reserves the right to suspend the operation of the website of the Program to carry out maintenance work at night or on weekends (if possible).

7.4. In case if between the Copyright Holder and the User occurs a dispute related to or arising out of this License Agreement, the parties will take all measures to resolve it by means of negotiations.

7.5. If this dispute between the parties cannot be resolved by means of negotiations, it will be done by the Arbitration Court.

## **8. Period of Validity of the License Agreement and Procedure of Its Termination**

8.1. This License Agreement shall enter into force from the date of acceptance and shall be in effect until the complete fulfillment of obligations by the parties and concerning the transfer of non-exclusive rights for the Program (license) - within the period, established by the Rate.

8.2. This License Agreement is a formal offer, and because of the current civil legislation of the Russian Federation the Copyright Holder has the right for revocation of the offer in accordance with Art. 436 of the Civil Code. In case of withdrawal of this License Agreement by the Copyright Holder during the term of validity, the License Agreement shall be considered terminated from the date of withdrawal. The

revocation is carried out by posting information at <http://cleantalk.ru>.

8.3. This License Agreement may be terminated in advance:

8.3.1. By mutual agreement of the User and the Copyright Holder.

8.3.2. Based on the initiative of the Copyright Holder in case of violation of the Terms of this License Agreement by the User without returning any money to the User.

## **9. Other Conditions**

9.1. A license under this License Agreement can be applied to all future updates/new versions of the Program. By agreeing to install the update/new version of the Program, the User accepts the terms of this license for the corresponding updates/new versions of the Program, if the update/new version of the Program is not accompanied by other license agreement.

9.2. The Copyright Holder has the right to unilaterally amend the terms of providing the "CleanTalk" service, placing the information about this at <http://cleantalk.ru> for public access and making changes to this License Agreement. These changes made to this License Agreement shall enter into force on the date of publication, unless otherwise is specified in the relevant publication.

9.3. All matters not covered by this License Agreement shall be settled in accordance with the legislation of the Russian Federation.

## **10. Company details of the Copyright Holder**

"CleanTalk", LLC

Individual Taxpayer Number 7447214693

Primary State Registration Number 1127447012571

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