

User Agreement

This User Agreement (hereinafter referred to as the “Agreement”) defines the legal relationship between A. S. Boyko (hereinafter referred to as the “Administrator”) and any legally capable person using the site <https://dgrm.net> owned by the Administrator (hereinafter referred to as the “User”).

Completing the activation procedure for the Application and its further use, as well as use of the Site, means full and unconditional acceptance of the terms of the Agreement. If the terms are not accepted, the User is obliged to stop using the Site.

Terms and definitions

Website is a collection of graphic and information materials owned by the Administrator, as well as computer programs and databases that ensure their availability on the Internet information and telecommunications network at the network address <https://dgrm.net>.

User – any visitor to the Site.

Personal account is a section of the Site where personal data is stored.

Registration – completing the Application activation procedure by entering the necessary data into special forms located in the Application.

1. Subject of the agreement

1.1 The Administrator grants the User, under the terms of the License, the right to use its services, in full accordance with this Agreement.

1.2 The Administrator provides the User with access to all services provided on the Site in accordance with the terms of this Agreement.

1.3 The terms of the Agreement are a public offer in accordance with Part 2 of Art. 437 of the Civil Code of the Russian Federation.

2. General provisions

2.1 Use of the Site is an unconditional acceptance of the public offer and confirmation of the User’s consent to the terms of the Agreement.

2.2 The Agreement comes into force for the User from the moment of transition to the Site page and is valid for an indefinite period.

2.3 The current version of the Agreement is an open document, published on the Internet and available to any User on the Administrator’s website.

The administrator has the right to make changes and/or additions to the Agreement. When making changes to the Agreement, the Administrator publishes a new current version of the Agreement, and the date of publication is the date the new version of the Agreement comes into force.

2.4 The User undertakes to independently monitor the relevance of the Agreement, the content of which may be changed/added. The risk of the User’s failure to timely familiarize himself with the terms of the Agreement lies with the User.

Continued use of the Application after changes and/or additions to the Agreement means the User's consent to such changes and/or additions.

2.5 Appeals, suggestions and claims of individuals and legal entities to the Administrator related to the content and operation of the Site, violations of the rights and interests of third parties, requirements of the legislation of the Russian Federation, as well as for requests from persons authorized by the legislation of the Russian Federation can be sent to the email address: contact@dgrm.net.

2.6 By agreeing to the terms of this Agreement, the User confirms his legal capacity and his legal capacity, confirms the accuracy of his data and assumes full responsibility for their accuracy, completeness and reliability.

2.7 By accepting the terms of this Agreement, the User confirms his consent to receive advertising and informational messages from the Administrator, as well as information about the operation of the Application, the Site and their services, at the email address and/or telephone number specified during registration.

2.8 Use of the Application is permitted by persons over the age of 18. By completing the registration procedure, the User guarantees that he is over 18 years of age. Users under eighteen years of age may use the Site only with the consent of their parents or legal guardian under the terms of this User Agreement.

2.9 The Administrator does not provide any educational services to Users and is not responsible for the quality of services of this kind received by the User as part of the use of the Application and/or the Site.

3. Terms of use

3.1 To use the Site, the User must register.

3.2 Registration and further use of the Site is possible using various third-party online services, such as social networks, for example VKontakte (hereinafter referred to as "Social Networks"). To use this feature, you must be authenticated, registered or logged into Social Networks on the respective providers' websites. Personal information about the User provided as part of such a procedure will be used, stored and disclosed in accordance with the Privacy Policy posted by the Administrator. The Administrator does not bear any responsibility for the privacy practices or other actions of third-party websites or services, as well as for damage or loss arising in connection with the use of Social Networks.

3.3 After registration, the User receives access to the Personal Account. All actions performed in the Personal Account are considered to be performed by the User personally.

3.4 By registering on the Site, the User undertakes to provide the Administrator with accurate and complete information and to update it in a timely manner.

3.5 The User is solely responsible for maintaining the confidentiality of the information contained in his Personal Account, as well as for all activities, without exception, that are conducted on behalf of the User in the Personal Account. The User must immediately notify the Administrator of any unauthorized use of his account or password or any other violation of the security system.

3.6 If the User transfers his login and/or password to a third party, the User is responsible for the unauthorized actions of the third party as if they were his own.

3.7 The Administrator is not responsible for losses caused by the unauthorized use of the User's personal data posted in his Personal Account.

4. Procedure for using individual functions and services

4.1 Certain functions and services posted on the Site may be available for use only after payment of a fee (hereinafter referred to as Paid Services). The use of Paid Services is carried out at the discretion of the User in accordance with the price (tariff) established by the Administrator.

4.2 The Administrator has the right, at its discretion, to change prices (tariffs) for Paid Services at any time. A message about changes can be sent to the User by email or posted in the appropriate section of the Site.

4.3 Paid services are provided by subscription. To activate your subscription, you must pay for one of the tariffs for a month or a year and agree to auto-renew the tariff. Funds from the User's bank card will be debited automatically monthly or annually depending on the selected payment format.

4.4 To cancel a subscription (automatic renewal of the tariff), the User must change the tariff. Automatic renewal of the tariff will be disabled and the transition to the free tariff will be carried out automatically at the end of the paid period.

5. Processing of personal data

5.1 The User's consent to the terms of this Agreement is considered by the Administrator as given by the User (personal data subject) specific, informed and conscious consent to the processing of his personal data, including authentication data and those contained in cookies.

5.2 The Administrator believes in good faith that the registration procedure is carried out directly by the User himself or his legal representative. The Administrator does not undertake any obligations to verify the data specified by the User.

5.3 Since the Administrator does not carry out the identification procedure, he is not responsible for possible damage caused to other Users or third parties as a result of providing false information.

5.4 The Administrator is not responsible for possible misuse of Users' personal data that occurs due to:

- 1) technical problems in software, servers or computer networks beyond the control of the Administrator;
- 2) interruptions in the operation of the Site, including those related to the intentional or unintentional use of the Site for other purposes by third parties.

6. Administrator rights

6.1 Change the rules for using the Site. Changes come into force from the moment they are posted on the Site.

6.2 At any time, without notifying the User, make changes to the list of services offered on the Site and (or) their prices.

6.3 Disclose information about the User in accordance with the current legislation of the Russian Federation.

6.4 Without prior notice to the User, terminate and (or) block access to the Site if the User has violated the Agreement, as well as in the event of termination of the Site or due to a technical problem or problem.

6.5 Do not consider User requests: that do not contain information and/or documents necessary for consideration of the request; containing false information and/or documents that lack authenticity; in relation to questions on which a response was previously sent to the User (repeated requests); containing insults, threats or appeals expressed in a sharply negative form; sent in violation of other conditions and procedures for considering applications.

6.6 Unilaterally cancel the data of the User's Personal Account if it has not been used for more than 36 calendar months in a row, without notifying the User.

6.7 Gain access to the User's Personal Account to monitor the operation of the Site.

6.8 Carry out preventive maintenance leading to suspension of the Site.

7. Intellectual property

7.1 The exclusive right to the Site belongs to the Administrator.

7.2 The site and the materials posted therein are the intellectual property of the Administrator and are subject to protection in accordance with current copyright law.

7.3 The Administrator, free of charge, under the terms of a simple (non-exclusive) license, grants the User a non-transferable right to use the Site in accordance with the terms of this Agreement.

7.4 The User has no right to modify, decompile, disassemble, decrypt or perform other actions with the object code of the Site and, with the purpose of obtaining information about the implementation of algorithms used in the Site, create derivative works using the Site, as well as carry out (permit to carry out) other use of the Site without the written consent of the Administrator.

8. Representations, warranties and responsibilities of the parties

8.1 The User agrees that the Administrator is not responsible and has no direct or indirect obligations to the User in connection with any possible or occurred losses or damages related to any content of the Application and/or the Site.

8.2 The User accepts the provision that all materials and services of the Site or any part thereof may be accompanied by advertising. The User agrees that the Administrator does not bear any responsibility and does not have any obligations in connection with the placement and display of such advertising.

8.3 The Administrator does not guarantee that the Site meets/will meet the User's requirements; that the services will be provided continuously, quickly, reliably and without errors, and that the quality of any service obtained using the services will meet the User's expectations.

8.4 The Administrator is not responsible for the User's violation of the User Agreement and reserves the right, at its own discretion, to delete the User's Personal Account, suspend, limit or terminate the User's access to any of the sections or services of the Site if such User, in

the subjective opinion of the Administrator, violates the terms of the User Agreement or poses a threat to the Site, Users or third parties.

8.5 The administrator is not responsible for:

- 1) delays or failures in the process of completing a transaction that arose due to force majeure, as well as any case of malfunction in telecommunications, computer, electrical and other related systems;
- 2) the actions of transfer systems, banks, payment systems and for delays and failures associated with their work;
- 3) proper functioning of the Site, if the User does not have the necessary technical means to use it, and also does not fulfill the obligation to provide users with such means.

27.12.2023