**User Agreement**

Last updated:06.08.2023 Effective date: 06.08.2023

Thank you for choosing Pre-Production Manager!

This license agreement in relation to the Pre-Production Manager Web service (hereinafter referred to as the "Web Service") is an agreement between you (hereinafter referred to as the "User") and Individual Entrepreneur Vitaly Anatolyevich Kroshko, TIN 526106579882 (hereinafter referred to as the "Service Administration"). Use of the Web Service means that you accept all the terms and conditions of this License Agreement in full without any exceptions and restrictions. copyrights, intellectual property rights and other rights to the Web Service (text, images, multimedia materials, program codes and other copyright objects) belong to the Service Administration.

**1. Subject of the Agreement, Acceptance and Changes**

1.1. This Agreement applies to the Pre-Production Manager Web Service. This Web Service may not be compatible with software or services provided by third parties.

1.2. When you use the Web Service or accept these terms when the corresponding option appears in the user interface, you confirm your agreement to be bound by the terms of this agreement without any changes. If you do not accept this agreement, you will not be able to use the Web Service.

1.3. We are constantly working to improve the Web Service and may change the functionality of the Web Service at any time. In addition, the Service Administration has the right to block access to some functions for other reasons, including (but not limited to) the inability to provide such access, the emergence of new technologies, receiving feedback from users about the need to change the service and the occurrence of external factors under which the continuation of the providing such access is imprudent or impractical. Some beta services or features of such services may not work properly or differently from the final version.

**2. Account**

2.1. An account is required to access the Web Service. An account is the credentials that are used to authenticate a user on the network. To create an account, you must provide a username, email and password, as well as account verification details. Keeping your account and password information safe, and for all activities that occur on your account. To keep the Web Service active, you must log in to your account periodically, at least once every 270 days. If you do not log in within this period, we may terminate your access to the Web Service. If your access is blocked for this reason, your data may be permanently deleted from our servers.

2.2. If you have forgotten your password or are unable to log in to your account for any other reason, your Pre-Production Manager account can be restored on the web page. The Service Administration does not guarantee that your account will be restored and its contents will be saved.

**3. Content**

3.1. The Content includes any materials downloaded, saved or transferred using the Web Service. We do not claim ownership of the content you post on the Web Service. Your content belongs to you and you are responsible for it. The administration of the service does not control, does not check, does not pay and does not

is responsible for the content added to the Web Service by Users.

3.2. You control access to your content by setting up user roles and granting them access.

3.3. When uploading content to the Web Service, you agree to its use, modification, adaptation, saving, reproduction, distribution and display to the extent necessary for your protection, as well as for the protection and improvement of the products of IE Kroshko Vitaly Anatolyevich and providing access to them. When processing the content, the Service Administration takes measures to maintain your privacy.

3.4. Content that violates the terms of this agreement or the legislation of the Russian Federation (hereinafter referred to as local legislation) is prohibited. The Service Administration reserves the right to view the content in order to verify compliance with the terms of this agreement.

3.5. The Service Administration has the right to delete your content without warning if it is established that such content violates the terms of this agreement or the requirements of the law, or after receiving a notification of violation of intellectual property rights from a third party.

**4. Cancellation of services**

4.1. In case of violation of the terms of this agreement by the User, we have the right to take measures against such User, including (without limitation) removal of content from the Web service, suspension of access to the Web service, request to refrain from certain actions, closure of access to the Web service, as well as reporting such actions of the User to the relevant authorities. In addition, we have a policy that provides for the closure of the accounts of Users who repeatedly violate the terms of this agreement. If we take action against you for violating the terms of this agreement, we may permanently delete and you may permanently lose all or part of the content you save in the Web Service. Deleted data can be irretrievably lost.

4.2. You may stop using the Web Service at any time and for any reason. To do this, you can go to the User Profile in your Personal Account and follow the instructions to close your account.

4.3. If you refuse or stop using the Web Service (either on your initiative or on our initiative), you immediately lose the right to use the Web Service. In the event of cancellation or termination of access to the Web Service, we have the right to permanently delete your content from our servers and are under no obligation to return it to you.

**5. Privacy**

5.1. We care about your privacy. The Service Administration collects certain information about Users to manage and provide access to the Web Service. In addition, when we provide you with access to the Web Service, we may automatically receive information about your computer, the performance of the Web Service, and how you use the Web Service. We may place cookies on your computer for the purpose of collecting such information.

5.2. You agree that the Service Administration has the right to access, disclose or store information related to your use of the Web Service, including (without limitation) your personal data and content or information that the Service Administration receives about you as a result of your use of the Web Service (for example, IP address or other information from third parties), if the Service Administration has reason to believe that such actions are necessary to: (a) Complying with applicable laws or responding appropriately to judicial requests; b) enforce this Agreement or protect the rights or property of the Service Administration or its Users; (c) To ensure personal safety or to prevent a threat to the health of others.

**6. System Failures and Backups**

We strive to maintain the operation of the Web Service, but all web services are subject to accidental failures and downtime. The administration of the service is not responsible for any failures and subsequent loss of data. You should back up regularly

content stored in the Web Service. Performing regular backups can help prevent content loss.

**7. No Warranties**

The Service Administration does not provide any explicit or implied warranties or conditions regarding your use of the Web Service. You understand that your use of the Web Service is at your own risk and that we provide the services "as is," "with all faults," and "as available." The Service Administration does not guarantee the accuracy and timeliness of the information available in the Web Service. The service administration does not guarantee the accuracy and timeliness of the information available in the service. To the extent permitted by local law, we disclaim all implied warranties, including warranties of merchantability, fitness for a particular purpose, workmanlike performance, and non-infringement. You may have certain rights under the laws of your country or state. Nothing in this agreement affects these rights, if any.

You acknowledge that computers and telecommunications systems are not fault-free and are subject to occasional periods of downtime. We do not guarantee that the operation of the Web Service will be uninterrupted, timely, reliable or error-free, and we do not exclude the possible loss of your content.

**8. Limitation of Liability**

8.1. You guarantee that you will take appropriate measures to ensure the confidentiality of the credentials (login and password) used by him for authorization in the Web Service and to prevent the possibility of authorization by other persons.

8.2. The Service Administration is not responsible for possible failures and interruptions in the operation of the Web Service and the loss of information caused by them. The Service Administration is not responsible for any damage to the User's computer, mobile devices,

any other hardware or software caused by or related to the use of the Web Service.

8.3. The Service Administration is not responsible for the password for access to the Web Service by third parties and any actions performed by them using your account.

8.4. The Service Administration shall not be liable for any damage, including lost profits, or harm caused in connection with the use of the Web Service, the content or other materials posted therein, even if the User warned or indicated the possibility of causing such damage or harm.

8.5. The Service Administration is not responsible for the User's loss of access to the Web Service (loss of login, password, other information necessary to use the Web Service).

8.6. The Service Administration does not guarantee the safety of the content, and is not responsible for the loss of data posted in the Web Service as a result of the actions of the Users, unauthorized access by third parties who have become aware of the links to the data.

8.7. The Service Administration is not responsible for the User's lack of Internet access, for the quality of services provided by Internet communication providers.

8.8. The Service Administration shall not reimburse the User for the costs associated with the User's acquisition of the rights to use the Web Service, including in the event of suspension or termination of access to the Web Service or suspension or termination of this Agreement for any reason.

8.9. The Service Administration is not responsible for the occurrence of direct or indirect damage and lost profits of the User or other third parties caused as a result of: a) unauthorized access by any third parties to the User's personal information; b) blocking of the content or termination of the functioning of the Website as a whole, deletion of the account.

8.10. The Service Administration is not obliged to provide the User with any evidence, documents, etc., indicating the User's violation of the terms of the agreement, as a result of which the User was denied access to the Web service or its individual functions, or such access was terminated and/or restricted.

8.11. The Service Administration cannot be responsible for the User's actions to use the Web Service, as a result of which the link to the content may become available to other persons not specified by the User.

8.12. The User's claims sent to the Service Administration are accepted and considered subject to the indication of the User's up-to-date and reliable data (specified during registration of the e-mail box, e-mail address and other data). Taking into account the possible presence of electronic mailboxes/accounts with similar credentials, the Service Administration has the right to require the provision of additional data and information that allows you to determine what the claim was filed for, or to establish the belonging of the electronic mailbox/account to the person who filed the claim.

8.13. In case of violation of the terms of this agreement by the Service Administration, you agree that your only legal remedy is to recover from the Service Administration, compensation for damage in the amount of the cost of using the Web Service for one month.

**9. Assignment of rights and obligations**

The Service Administration may fully or partially transfer its rights and obligations under this agreement to a third party at any time without notice. The User has no right to assign this agreement or transfer his rights to use the Web Service.

**10. Time limit for filing claims**

Any claims related to this agreement or the Web Service must be filed within one year of the date on which the claim may first be filed, unless local law provides for a longer period of time for filing claims. At the end of this period, it is not possible to file a claim.

**11. Territory and Term of the Agreement**

11.1. The User has the right to use the Web Service throughout the territory of the Russian Federation, as well as other territories where it is available using standard computer tools and programs.

11.2. The right to use the Website is granted to the User during the entire period of operation of the Website Service, unless the exhaustion of the granted scope of rights occurs earlier.

11.3. This Agreement shall be terminated if:a) the Service Administration decides to change the provisions of this Agreement, to conclude a new agreement with the Users, to terminate this Agreement in relation to the User, to terminate the administration and maintenance of the Web Service and to terminate access to it or to terminate access to the use of the Web Service in relation to the User; b) The User decides to terminate the use of the Web Service by sending a corresponding notification to the Service Administration; c) The Service Administration has the right at any time without notifying the User and without giving reasons to terminate this Agreement unilaterally out of court with immediate termination of access and the ability to use the Web Service and without reimbursement of any costs, losses or refund of the Agreement received, including in the event of:

- closure of the Web Service;- any, including one-time, violation of the terms of this Agreement by the User.

11.4. The Service Administration has the right at any time without notifying the User and without giving reasons to suspend access to and the ability to use the Web Service without reimbursement of any costs, losses or return of the amount received under the agreement, including

in case of any, including single, violation of the terms of this Agreement by the User.

11.5. This Agreement does not provide for the assignment of any exclusive rights or the issuance of an exclusive license for any components of the Web Service from the Service Administration to the User.

11.6. In the event that the User is prohibited from using the network in accordance with the laws of his country and/or there are other legal restrictions, including restrictions on the age of access to such software, the User is not entitled to use the Web Service. In this case, the User is solely responsible for the use of the Web service on the territory of his state in violation of local legislation.

**12. Final Provisions**

12.1. This agreement may be amended by the Service Administration without any prior notice. Any changes to the agreement made by the Service Administration unilaterally come into force on the day following the day of publication of such changes on the website of the Service Administration. The User undertakes to independently check the Agreement for changes. The User's failure to take actions to familiarize himself with the agreement and/or the amended version of the agreement cannot serve as a basis for the User's failure to fulfill his obligations and the User's failure to comply with the restrictions established by the agreement.

12.2. The invalidity of one or more provisions of the agreement, recognized in accordance with the established procedure by a court decision that has entered into force, does not entail the invalidity of the agreement as a whole for the parties. In the event that one or more provisions of the agreement are recognized as invalid in accordance with the established procedure, the parties undertake to fulfill the obligations assumed under the agreement as close as possible to those implied by the parties when concluding and/or agreeing to amend the agreement.

12.3. This Agreement and the relationship between the parties in connection with this Agreement and the use of the Web Service shall be governed by the laws of the Russian Federation.

12.4. With respect to the form and method of concluding this Agreement, the norms of the Civil Code of the Russian Federation (the "Civil Code of the Russian Federation") shall apply, regulating the procedure and conditions for concluding an agreement by accepting a public offer.

12.5. All disputes between the parties under this Agreement shall be resolved by correspondence and negotiations using the mandatory pre-trial (claim) procedure. If it is impossible to reach an agreement between the parties through negotiations within 60 (sixty) calendar days from the date of receipt by the other party of a written claim, the dispute shall be referred by any interested party to the court at the location of the Service Administration (with the exception of the jurisdiction of any other courts).