

## CUSTOMER ON-LINE AGREEMENT

This Agreement is concluded between Polymer Export LLC (hereinafter referred to as the Owner) and any person who, after accepting the terms of this agreement, becomes a user of the website located on the Internet at: <https://www.raum-profile.com/> (hereinafter referred to as the Site), hereinafter referred to as the "User", together referred to as the "Parties" in the text of the Agreement, and individually – "Side".

In accordance with Article 435 of the Civil Code of the Russian Federation, this User Agreement is recognized as an offer.

In accordance with Article 438 of the Civil Code of the Russian Federation, the fact of registration on the Website is considered unconditional acceptance of the terms of this Agreement.

This Agreement, which is concluded by accepting this offer, does not require a two-way signature and is valid in electronic form.

### • Terms and Definitions

In the Agreement, the following words and expressions will have the meanings indicated below unless otherwise explicitly stated in the text of the Agreement:

- **A website** is a set of computer software and hardware that provides the publication for public viewing of information and data united by a common purpose, through technical means used to communicate between computers on the Internet. The website is located on the Internet at: <https://www.raum-profile.com/>
- **Administrator/The owner** of the Website is Polymer Export Limited Liability Company, located at 13 23rd Line, building 19, room 42, Ivanovo, 153031.
- **Site content** is recognized as all objects posted on the Site, including design elements, text, graphics, illustrations, videos, scripts, programs, music, sounds, and other objects and their collections. The Site Owner holds the exclusive rights to use the Site, including all Site content.
- **A user** is an Internet user, in particular the Website, who has his own personal page (profile/account).
- **Profile/account (Profile)** – the User's personal page on the Site, accessible to all Users of the Site.
- **Account information** is a unique username and password for logging in to the Site, specified by the User when registering on the Site.

- **Moderation** is a review by the Site Owner of the information posted (or planned to be Pre-Moderated) on the Site by the User for compliance with the provisions of this Agreement.
- **Subject of Agreement**
  - The Site Owner provides the User with services for accessing the Site's services, with the mandatory condition for the provision of services by the Site Owner under this Agreement being the User's acceptance, compliance, and application to the relationship between the Parties of the requirements and provisions defined in this Agreement.
  - Whereas the newsletter may be recognized The Parties as to spam, the User undertakes to review the contents of the Agreement posted on the Website at least once a month in order to get acquainted with its changes in a timely manner. The new version of the Agreement and/ or any of its integral parts becomes effective immediately from the moment of publication on the Website, unless another deadline for the changes is determined by the Website Owner at the time of their publication. The current version of the Agreement and all its appendices is always publicly available on the Website at: <https://www.raum-profie.ru/include/Пользовательское%20соглашение.pdf>
- **Rights and Obligations of the Site Owner**
  - **The Site Owner agrees:**
    - To provide the User with the services specified in clause 2.1 of this Agreement. Access to the Site is provided by assigning User Account information within 1 (one) business day from the date of registration of the latter at <https://www.raum-profie.com/>
    - Provide the User with the opportunity to publish information about themselves independently.
  - Do not disclose the User's Account Information to third parties.
  - To ensure round-the-clock availability of the server hosting the Site, except during maintenance work.
- **The Site Owner has the right to:**
  - If the User breaches the terms of the Agreement, send the User a warning containing a list of violations. If the User does not eliminate the violations within one day from the date of notification to him or repeatedly breaches the specified terms or other conditions, the Site Owner has the right to unilaterally cancel the

Agreement, block User access to the User's Profile and cancel the User's Profile.

- To moderate the User's activity in cases where the information posted by the User promotes hatred and/or discrimination of people on racial, ethnic, sexual, religious, or social grounds; promotes the use of narcotic drugs and other means harmful to health; calls for inhumane treatment of animals; violates the rights of national and other minorities; contains calls for violent actions; violates the rights of authors and other intellectual property rights holders.
- To manage statistical information related to the functioning of the Site, as well as User information to ensure targeted display of advertising information to various audiences of Site Users.
- Send the User information about the development of the Site and its services; send SMS messages to inform about activation codes, conduct surveys about the quality of the Site, provide and request other information, as well as advertise their own activities and services.

- **Rights and Obligations of the User**

- **The user agrees:**

- Read the terms of this Agreement in full before registering on the Website.
- Comply with all the terms of this Agreement.
- Do not share information about other Users obtained through the Site to third parties.
- Do not share your Account Information with third parties.
- Do not post personal data of other persons on the Site, as well as do not use the personal data of other Users or Users who in any way does not comply with the requirements of the legislation of the Russian Federation, for illegal purposes, for profit or any other purposes that do not correspond to the purposes of creating the Site.
- Do not post information and objects (including links to them) in the Profile that may breach the rights and interests of others.
- Do not register as a User on behalf of or instead of another person, or register a group (association) of people or a legal entity/individual entrepreneur as a User.
- Do not upload, store, publish, or distribute any information that:

- contains threats, damage, insults, discredit honor and dignity or business reputation, or invade the privacy of other Users or third parties;
- violates the rights of minors;
- is vulgar or obscene, contains obscene language, contains pornographic images and texts or scenes of a sexual nature involving minors;
  - contains scenes of violence or inhumane treatment of animals;
  - contains a description of the means and methods of suicide, and any incitement to commit it.;
  - promotes and/or promotes incitement to racial, religious, ethnic hatred or enmity, promotes fascism or ideology of racial superiority;
  - contains extremist materials;
  - promotes criminal activity or contains tips, instructions, or guides on how to commit criminal acts;
  - contains information of limited access, including, but not limited to, state and commercial secrets, information about the private life of third parties.;
- contains advertisements or describes the attractiveness of alcohol and/or narcotic substances, including "digital drugs" (sound files that affect the human brain due to binaural rhythms), information about the distribution of drugs, recipes for their manufacture and tips on use;
- is fraudulent in nature;
- it also violates other rights and interests of citizens and legal entities or the requirements of the legislation of the Russian Federation.
- Do not use the software or perform actions aimed at disrupting the normal functioning of the Site and its services or Users' personal pages, do not download, store, publish, distribute or provide access to or otherwise use viruses, Trojans and other malicious programs; do not use automated systems without the special permission of the Site Owner. scripts (programs) to collect information on the Site and/or interact with the Site and its services.
- Do not attempt to gain access to another User's username and password, including, but not limited to, cheating, hacking other Users' Profiles, and so on.
- **The User is prohibited to:**
  - collect and process personal data of other Users illegally.
  - To access any services in a manner other than via the interface provided by the Site Owner, except in cases when such actions were expressly authorized by the User in accordance with a separate agreement with the Site Owner.

- Reproduce, duplicate, copy, sell, trade and resell the services for any purpose, except in cases when such actions were expressly authorized by the User in accordance with the terms of a separate agreement with the Site Owner.

- Post commercial and political ads outside the special sections of the Site set by the Site Owner.

- Post any information that, in the opinion of the Site Owner, is undesirable, infringes on the interests of Users, or for other reasons is undesirable for posting on the Site.

**The User Has the Right to:**

- Get round-the-clock access to the server where the Site is located, except during maintenance work.

**The User agrees that by accessing the Site and using its content, he/she:**

- unconditionally agrees with all the terms of this Agreement and undertakes to comply with them or stop using the Site.

- Obtains a personal non-exclusive and non-transferable right to use the content of the Site on one computer, provided that neither the User himself nor any other people with the assistance of the User will copy or modify the software; create programs derived from the software; penetrate the software in order to obtain program codes; sell, assign, lease, share with third parties in any other form of rights in relation to the software services provided by the Site.

- In order to implement this Agreement, Users give the Site Owner permission to use, store, process and distribute personal data in the manner and to the extent necessary to fulfill the terms of this Agreement. The procedure to use, store, process and disseminate Users' personal data is posted on the Website at: <https://www.raum-profie.ru/include/Пользовательское%20соглашение.pdf> . The User agrees to transfer personal and other data to third parties, including for the purposes of their processing, to ensure the functioning of the Site, the implementation of partner and other programs, provided that the transmitted data is provided with a regime similar to that existing on the Site, including, but not limited to, the transfer of personal data to people, affiliated with a group of people of Polymer Export LLC or who have concluded contracts with them, as well as to third parties in the cases when such a transfer is necessary for the User to use a particular service or to fulfill a specific agreement or contract with the User. The processing of personal data is performed in accordance with the personal data processing policy of Polymer Export LLC.

- **Liability and Responsibility**

- The user independently determines the list of organizational and software (for computers) tools to keep their Account Information safe and ensure authorized access to it. The Site Owner is not responsible for losses caused to the User as a result of disclosure of the User's Account Information to third parties, which occurred through no fault of his own The Site Owner. The User is solely responsible for all actions performed by him on the Site, as well as for all actions performed on the Site by any other persons using the User's Account Information.

- The Website Owner does not guarantee that the Website software is free of errors and/or computer viruses or extraneous code fragments. The Website Owner provides the User with the opportunity to use the Website software "as it is", without any guarantees from the Website Owner.

- The Site Owner is not responsible for losses caused to the User as a result of another User's communication of false information, as well as caused by the actions (inaction) of another User. The Site Owner does not guarantee that the information contained in User Profiles is accurate and complete.

- The Site Owner acts diligently to ensure the functioning of the Site, however, the Owner is not responsible for non-fulfillment or improper fulfillment of obligations under the Agreement, as well as possible losses incurred, including, but not limited to, as a result of:

- illegal actions of Users aimed at information security breach or the proper functioning of the Site;

- Website failures caused by errors in the code, computer viruses and other extraneous code fragments in the Website software;

- absence (inability to establish, terminate, etc.) of Internet connections between the User's server and the Site's server;

- Conducting measures of detection by state and municipal bodies, as well as other organizations;

- the establishment of state regulation (or regulation by other organizations) of the commercial organizations economic activities on the Internet and/or the establishment by these entities of one-time restrictions that make it difficult or impossible to fulfill the Agreement;

- other cases related to actions (inaction) Users and/or other entities aimed at worsening the general situation with the use of the Internet and/or computer equipment that existed at the time of the Agreement, as well as any other actions directed at the Site and third parties;

- execution of the works specified in clauses 5.5 and 5.6 of this Agreement.

- The Site Owner has the right to conduct preventive maintenance in the software and hardware complex of the Site with a temporary suspension of the Site's operation, if possible at night and reducing the time of inactivity of the Site as much as possible, notifying the User about it, if technically possible.

- If force majeure as well as accidents or failures in the software and hardware systems of third parties cooperating with the Site Owner, or actions (inaction) of third parties aimed at suspending or terminating the operation of the Site, the Site may be suspended without prior notice to the User.

- The Site Owner is not responsible for the User's breaching of these Rules and reserves the right, at its sole discretion, as well as upon receiving information from other users or third parties about the User's breaching of these Rules, to modify (moderate) or delete any information published by the User that violates the prohibitions set forth in these Rules (including personal messages), suspend, restrict or terminate the User's access to all or any of the sections or services of the Site at any time for any reason or without explanation, with or without prior notice, without being responsible for any harm that may be caused by such action. The Site Owner reserves the right to delete the User's Profile and/or suspend, restrict or terminate it. A User's access to any of the Site's services if they discover that, in their opinion, the User poses a threat to the Site and/or its Users. The Site Owner is not responsible for the temporary blocking or deletion of information carried out in accordance with these Rules, or the deletion of the User's personal page (termination of registration). Deleting a User's Profile means automatically deleting all information posted on it, as well as all User information entered during registration on the Site. After deleting a personal page, the User loses access rights to the Site.

- Neither Party is responsible for the total or partial non-fulfillment of any of its obligations if the non-fulfillment is the result of circumstances such as floods, fires, earthquakes, other natural disasters, war or hostilities, and other force majeure circumstances that arose after the conclusion of the Agreement and are beyond the control of the Parties.

- **Dispute resolution and claims settlement procedure**

- In case of disputes between the User and the Site Owner on issues related to the execution of the Agreement, the Parties will take all measures to resolve them through negotiations among themselves. The claim procedure for dispute resolution is mandatory. User claims regarding the Services provided are accepted and considered by the Site Owner only in writing and in accordance with the procedure provided for in this Agreement and the current legislation of the Russian Federation.



- The following claims procedure is applied to resolve disputes that have arisen between the User and the Site Owner as a result of using the services. A User who believes that his rights have been violated due to the actions of the Site Owner sends the latter a claim containing the essence of the claim, the justification for its presentation, as well as all User data. The Claim is also sent to the Website Owner in writing by mail or fax;

- the Site Owner is obliged to state his position on the fundamental issues indicated in it and send his response to the email address or postal address indicated in the User's claim within 5 (five) business days from the date of receipt of the claim;
- in case of failure to resolve the dispute through a claim procedure, the dispute is subject to consideration in accordance with clause 6.4 of the Agreement;
- The Site Owner does not consider anonymous claims or claims that do not allow identifying the User based on the data provided by him during registration, or claims that do not contain the data specified in this clause of this Agreement.

- In order to resolve technical issues in determining the User's guilt as a result of his illegal actions when using the Internet and the Site, in particular, the Site Owner has the right to independently involve competent organizations as experts. If the User's fault is established, the latter is obliged to reimburse the costs of the examination.

- If there is no agreement between the Parties through negotiations, the dispute arising from this Agreement is subject to the court of general jurisdiction at the location of the Site Owner.

- **Other Terms and Conditions**

- This Agreement take effect upon the moment of acceptance of this offer by the User and is initiated for an indefinite period.

- This Agreement is an offer and by virtue of the current civil legislation of the Russian Federation, the Site Owner has the right to withdraw the offer in accordance with Article 436 of the Civil Code of the Russian Federation. In case of revocation of this agreement This agreement is considered terminated by the Site Owner from the moment of revocation. The review is carried out by posting relevant information on the Website.

- The provisions of this Agreement are established, amended and canceled unilaterally by the Site Owner without prior notice. From the moment the new version of the Agreement is posted on the Website, the previous version is considered invalid. In the event of a significant change in the provisions of this Agreement, the Site Owner notifies Users by posting a corresponding message on the Site.
- If the User does not agree with the terms of this Agreement, then he must immediately delete his Profile from the Site, otherwise the continued use of the Site by the User means that the User agrees with the terms of the Agreement.
- Issues not regulated by this Agreement are subject to resolution in accordance with the legislation of the Russian Federation.