

Terms of Use

On the <https://algo.id> ("**Site**") website, ROZUM VISION LIMITED (hereinafter referred to as "**ALGO**" or "**We**") provides registered Users ("**User**" or "**You**") with the ability to download and deposit files containing algorithms, source codes and/or computer program interfaces.

The site is intended for Users who are individuals, have the exclusive right to their intellectual property and have reached the age of 13. If you are under the age of 13, you are not allowed to use the Service.

ALGO provides Users with the necessary tools for depositing (registering) intellectual property items, such as computer program algorithms, presented in the form of logical instructions that determine the procedure for performing a specific task; source codes for computer programs, presented as text in a specific programming language; or computer programs interfaces, presented in the form of graphic files, in particular, screenshots of a computer program, as well as design layouts of various objects, for example, websites or their elements.

The above functions that are implemented on the Site, as well as new functions that may be added in the future, are referred to as the term "Service" in the text of these Terms of Use. Some Services available on the Site are provided to the User free of charge (for example, registration, creating a personal account, search function, etc.). However, additional Services related to the deposition of intellectual property items are provided on a reimbursable basis. Therefore, the use of paid Services is available to the User only if they are over 18 years old, or to their legal representatives, which include parents or guardians, who willingly undertake the obligations stipulated under these Terms of Use, guarantee to fulfill the conditions set forth in the Terms of Use and bear the responsibility to ALGO as if they agreed to the terms of these Terms of Use.

Before using the Services available on the Site, the User (or legal representatives) must read the text of these Terms of Use and, if necessary, obtain the consent of your legal representatives.

For the avoidance of doubt, by continuing to use the Site and/or the Service available on the Site, the User thereby acknowledges that they have read the text of these Terms of Use and the Privacy Policy, and acknowledges that the provisions of these documents apply to the User and are legally binding.

The User understands and accepts that the Service is provided "as is" and that ALGO is not responsible for the uninterrupted operation of the Site and the ability to access the Service, the safety of information stored on the Site, and other circumstances that are beyond ALGO's control.

1. General Terms

1.1 These Terms of Use (hereinafter referred to as the Rules) are a legally binding agreement between the User and ALGO, which determines the conditions for using the Site, as well as the rights and obligations of the parties arising from the use of the Services available on the Site.

1.2 By using the Service available on the Site, the User agrees to these Rules, which together with ALGO's Privacy Policy allow the User to access the Service and use the Site. The User can use the Service if they have the necessary and sufficient rights to enter into agreement with ALGO in accordance with applicable law. If, in accordance with the applicable law specified in clause 9.2 of the Rules, the User is an individual, then he/she must be at least 13 years old to use the Site, including to complete the registration procedure.

By continuing to use the Site, the User claims and guarantees that he/she is 13 years of age or older.

1.3. Please note that the additional Service available on the Site, which is associated with the deposition of intellectual property, may be available to the User for a fee. If using the Service, available through a paid subscription, the User must be at least 18 years old.

In this case, the User is solely responsible for the timely fulfillment of payment obligations. When registering the Service available on the Site for a paid subscription, the User will be clearly informed about the terms of payment and will be given the opportunity to refuse payment. However, please note that refusal to pay for the Service available by subscription may result in the impossibility of using the Service associated with the deposition of intellectual property items.

If the User has not reached the age of 18, but is 13 years old or more, a legal representative, such as a parent or a guardian, assumes the obligations provided for by these Rules, guarantees the obligation to fulfill the conditions set forth in the Rules, and bears responsibility to ALGO as if he/she agreed to the terms of these Terms of Use. ALGO reserves the right (but not the obligation), at its sole discretion, to check the existence of such consent from the legal representative.

2. Granting Access to the Service

2.1. In order to use the Site and gain access to the Service, the User needs to create an account on the Site. The personal account provides the User with the ability to access the Services of the Site, which we can update and maintain at our sole discretion on an irregular basis.

2.2. Registration on the Site is carried out on the condition that the User enters their first and last name, phone number, e-mail address and password in the corresponding fields. After completing these actions, the User will need to confirm the entered data by clicking on the link sent to the User-specified email address. In all registration actions on the Site are carried out properly, the User's personal account is created and access is provided to the User.

2.3. The registration information the User provides must be true, accurate, complete and current. We may also ask for other additional information. Failure to comply with this requirement is a violation of these Rules, which may lead to the immediate termination of the User's access to the Service.

2.4. The User is responsible for maintaining the confidentiality of the data providing access to their personal account, and for all actions performed when logged into the account. The User agrees that any action taken using their account will be deemed to have been performed by them. The User is required to immediately notify ALGO of any unauthorized use of their account or any other breach of security.

3. Terms of use of the Site

3.1. We provide the User with access to the use of the Site and its functionality in accordance with these Rules, by accepting which, the User also agrees with all the legal documents available on the Site that regulate its activities and are its integral part, subscription terms, internal policies, and also acknowledge the obligation to comply with them.

3.2. Through the Site, ALGO provide the User with the following services:

- 3.2.1. Access to the User's personal account,
- 3.2.2. Depositing of algorithms for computer programs (logical instructions that determine the order of actions to perform a specific task),
- 3.2.3. Depositing of source codes for computer programs (text in a specific programming language),
- 3.2.4. Depositing of computer program interfaces (graphic files),
- 3.2.5. Algorithm deposit (meta-presentation),
- 3.2.6. Depositing design layouts of various objects (packaging layout, website layout or its elements, etc.),
- 3.2.6. Search for algorithms,
- 3.2.7. Comparison of algorithms.

4. Payment rules

4.1. Services, access to which are specified in clause 3.2. of these Rules, are based on a paid subscription.

4.2. The User is responsible for any payments related to use of the Services available on the Site. We will inform the User in advance about price changes. Our prices and payment terms are available at <https://algo.id/pricing>.

4.3. The User can choose a tariff as stipulated in clause 4.2 of Terms of Use and pay a subscription according to the tariff to use the Services. The User's payment details will be saved

at the User's personal account after the first payment. The User's payment details will be used automatically (without acceptance) for the subscription payment whenever the relevant payment accrues according to chosen subscription. The User can change or/and add payment details in the User's personal account to pay for the subscription in accordance with the tariff.

4.4. Billing procedure.

4.4.1. Subscription payment is based on a tariff plan. For monthly or annual tariff plans, the Service is paid on a prepaid basis until the beginning of the month or year of using the Service, respectively, and is non-refundable.

4.4.2. The User can change the terms of the proposed subscription at any time via their personal account. Also, User can cancel the subscription with the Service in the User's personal account. We do not provide any refunds or credits for non-use of the Service during the paid subscription period. At the same time, the Service will remain available for the entire paid subscription period.

4.4.3. Payment depends on the volume of use of the Service. Some features are charged based on actual use of the Service. A limited number of these features can be included in the data plan for a specific period of time at no additional cost. If the User decides to purchase a paid Service in excess of the amount included in the tariff plan, they must pay for this Service in the required amount in advance of the start of the next subscription period. Upon using the Service, funds are debited from the previously transferred advance.

4.5. Billing. The user undertakes to pay the amount indicated in the invoice in full, in advance, without any deductions, in euros.

4.6. Amounts payable in accordance with these Rules. If the User does not pay the invoice on time, ALGO has the right to: restrict and/or terminate access to the Service.

4.7. For your convenience, we use the most modern methods of payment for the amounts set by ALGO. By agreeing to these Rules, the User also agrees to pay the amounts billed by ALGO in the manner, on the terms and in accordance with the rules of the third-party service Stripe (Stripe Inc.).

4.8. Amounts payable do not include applicable taxes, unless the invoice explicitly states otherwise, that is, when the tax amount is explicitly allocated to the invoice, and it is also indicated that this tax amount is included in the amount payable. The User is responsible for all taxes and fees associated with their use of the Service. By using the Service, the User agrees to pay ALGO any costs incurred by ALGO in connection with the User's use of the Service. If you want to dispute an issue, please contact ALGO support service. The User is responsible for providing ALGO with valid billing information.

4.9. The invoice is considered paid if funds have been transferred to the ALGO bank account in accordance with the terms of the chosen subscription.

5. User's Rights and Obligations

5.1. The User has the right to:

- 5.1.1. Use the Site and access the Service in full in accordance with these Rules.
- 5.1.2. To inform ALGO about suspected abuse of the Site or violation of these Rules by email: support@algo.id.
- 5.1.3. Receive and unsubscribe from advertising mailings sent to you in order to inform you about services, promotions, by sending us a letter to the email address: support@algo.id.
- 5.1.4. Carry out other actions provided for by these Rules, as well as other legally binding documents available on the Site, the terms of subscriptions, internal policies.

5.2. You are required to:

- 5.2.1. Not violate the rights of third parties, including the results of intellectual activity.
- 5.2.2. Provide complete, genuine and up-to-date information about yourself, about the deposited results of intellectual activity, and also promptly inform ALGO about any changes related to such information.
- 5.2.3. Not to use the Services for purposes illegal or prohibited by these Rules, or for any other purpose not provided for by ALGO. Services used for illegal or prohibited purposes can be considered, including, but not limited to, those specified in this subparagraph of the Rules. By accepting these Rules, you agree not to use the Service/Site for:
 - 5.2.3.1. uploading or posting content that does not belong to you,
 - 5.2.3.2. uploading or posting content that violates the exclusive rights of third parties,
 - 5.2.3.3. disruption of the Service or servers or networks connected to the Service, or requirements, procedures, policies or rules of networks connected to the Service,
 - 5.2.3.4. willful or unintentional violation of applicable law,
 - 5.2.3.5. reproduction, duplication, copying, selling, trading, resale or commercial use of any part of the Service.
- 5.2.4. Not access the Service by any means other than via the interfaces provided by ALGO. You are solely responsible for your interactions with other users of the Site.
- 5.2.5. Not to assign rights to third parties in whole or in part without the prior consent of ALGO.
- 5.2.6. With a reasonable frequency, familiarize yourself with these Rules, as well

as with all legally binding documents available on the site, subscription terms, internal policies.

5.3. You acknowledge and agree that you, and not ALGO, are solely responsible for all content that you upload or otherwise transmit to the Site. ALGO does not control the content provided by the user, as it does not guarantee the accuracy, integrity or quality of such content.

6. Intellectual property

6.1. ALGO and our partners reserve exclusive rights to any intellectual property objects that were created by Us or our partners and are used on the Site. We reserve all rights that are not expressly granted to you under these Rules or applicable law.

6.2. The appearance of the Site, trademarks and logos, as well as other objects of intellectual property of ALGO are protected in accordance with the legislation on intellectual property. You may not duplicate, copy or reuse in whole or any part of the elements of Our intellectual property objects without the written permission of ALGO.

7. Privacy (confidentiality)

7.1. We recognize that the right to privacy is one of the fundamental rights for every person, and we understand the importance of your personal data to you. Therefore, We take confidentiality and the security and protection of your personal data very seriously, as we value the trust you place in us by sharing your personal data with Us.

7.2. We strive to be as open and transparent as possible with regard to the methods and technologies used by Us for the collection, storage, processing (use) and protection of your personal data. For this purpose, We have developed a Privacy Policy, the provisions of which are always available for review at the following link: <https://algo.id/docs/privacy.pdf>

7.3. For our part, we guarantee you that we will collect, store, process (use) and protect your personal data only in accordance with the provisions of the Privacy Policy.

7.4. You, for your part, guarantee Us, in good faith and timely manner (that is, before using Our Site and the Services presented on it), to familiarize yourself with the provisions of Our Privacy Policy.

7.5. When collecting, storing and processing (using) your personal data, We are guided, among others, by such fundamental principles of collecting and processing personal data as the principle of legality of processing personal data and minimizing data.

The principle of the legality of the processing of personal data is that at any given time when We process (use) your personal data, We make sure that for such processing we have at least one

legal basis. Of course, your explicit consent is such a key basis. However, there are a number of other grounds for which the processing (use) of your personal data will be considered lawful and legal.

The principle of data minimization is that We do not collect, store and do not process (do not use) that of your personal data that We do not need to achieve the purposes stated in Our Privacy Policy.

7.6. In this paragraph of these Rules, We give you the main cases in which the processing (use) of the personal data you provide will be recognized as legal and lawful even in the absence of your explicit consent to this.

- When you just visit Our Site, you already provide Us with your personal data in the form of separate "Cookies" files, without which, for example, access to our Site would be technically impossible for you due to the specifics of the functioning of the entire Internet network (such "Cookies" files are called mandatory, and it is technically impossible to disable them as a user through the settings provided in your browser).

In other words, simply by visiting Our Site, you are aware of the fact that you provide Us with technically binding "Cookies" files, as well as acknowledge and confirm for Us the legality of processing (using) this kind of your personal data, including without obtaining your consent , due to the fact that We have a legitimate interest in their processing (use).

With regard to other "Cookies" files (which are not technically binding), We guarantee you that their collection, storage and processing (use) will be carried out only if We have your explicit consent or if We have other legal grounds enabling their processing, and solely in accordance with the provisions of Our Privacy Policy.

- When you register on Our Site and (or) using it, you provide Us mainly with your personal data such as your mobile phone number and (or) e-mail address (e-mail) and (or) password for your login to your Personal Account. We use your personal data to:

1. To create your Personal Account on Our Site;
2. To authenticate and (or) identify you when you enter your Personal Account;
3. To enable you to use the Services presented on Our Site, which are available exclusively to registered users.

In other words, by registering on Our Site and (or) using it, you are aware of the fact that you provide Us with your mobile phone number, and (or) e-mail address (e-mail), and (or) password to enter your Personal Account, as well as acknowledge and confirm for Us the legality of processing (use) of this kind of personal data (including without obtaining your consent) by virtue of such a legal basis for their processing as the fulfillment by Us of our contractual obligations to you provided for by these Rules, to provide You have the opportunity to register

on our Site (create a Personal Account), enter your Personal Account and provide you with the opportunity to use the Service presented on Our Site, available exclusively to registered users.

If we need to use your mobile phone number, and (or) e-mail address (e-mail), and (or) password to enter your Personal Account for other purposes not related to the above, We guarantee you that such processing (use) will be carried out only with your express consent or if We have other legal grounds that ensure the possibility of their processing, and only in accordance with the provisions of Our Privacy Policy.

- When you use the Services presented on Our Site, you provide Us mainly with your personal data such as last name, first name and middle name, and (or) pseudonym, and (or) deposited items and information about them (name, description and etc.). We use such personal data:

1. To provide you with the opportunity to use the Services presented on Our Site in full;
2. To enable you to keep track of the list of intellectual property items deposited by you in your Personal Account and monitor the relevance of the information provided on such items.

In other words, using the Services presented on Our Site, you are aware of the fact that you provide Us with your last name, first name and middle name, and (or) your pseudonym, and (or) the deposited items and information about them (name, description, etc. .), as well as acknowledge and confirm for Us the legality of processing (using) this kind of your personal data (including without obtaining your consent) by virtue of such a legal basis for their processing as the fulfillment by Us of our contractual obligations to you provided for by these Rules, to enable you to use the Services presented on Our Site in full.

If We need to use your last name, first name and middle name, and (or) pseudonym, and (or) the deposited items and information about them (name, description, etc.) for other purposes not related to the above-mentioned purposes, We guarantee You that such processing (use) will be carried out only with your explicit consent or if We have other legal grounds that ensure the possibility of processing them, and only in accordance with the provisions of Our Privacy Policy.

7.7. If, after reviewing Our Privacy Policy:

- You do not understand some of its provisions - you can contact Us in any way convenient for you from the following:

CONTACTS OF THE PERSONAL DATA PROTECTION INSPECTOR

Postal address: 12 Mulberry Place, Pinnell Road, London, England, SE9 6AR
Email address: alex.blyumin@algo.id

Phone number: +442045770253

- You disagree in part or in whole with Our Privacy Policy, as well as you do not wish to provide any of your personal data, thereby not only expressing your refusal to provide Us with your consent to the processing of personal data, but also your unwillingness for Us to process any of your personal data on grounds that do not require your consent – you must leave Our Site without performing any actions on it (including actions to register on the Site, using the Services presented on Our Site, etc.).

7.8. If, after reading Our Privacy Policy, you continue to visit Our Site and (or) use it and the Services provided on it, Based on the principle of good faith, We have the right to consider such Your actions (and in the absence of any other actions on your part, indicating the opposite) as your confirmation of the fact that:

- You have conscientiously and timely (that is, before using Our Site and the Services presented on it) familiarized yourself with Our Privacy Policy; and
- All provisions of Our Privacy Policy are clear to you and are not disputed by you in whole or in part; and
- You acknowledge all provisions of Our Privacy Policy to be legally binding for you.

7.9. By visiting Our Site and accepting these Rules, you understand, acknowledge and confirm that you have read the privacy (confidentiality) provisions presented in this section, developed in accordance with Our Privacy Policy and covering all personal data that you provide to Us in the framework of and for the purposes of the conclusion and execution of these Rules.

8. Limitation of Liability

8.1. ALGO does not guarantee that the Site/Service will meet your expectations or requirements; that the Service will be uninterrupted, timely, secure or error-free; that the information provided through the Service is accurate, reliable or correct; that any defects or errors will be corrected; that the Service will be available anytime or anywhere; or that the Service does not contain viruses or other harmful components. You accept full responsibility and risk of loss as a result of downloading and (or) using files, information, content or other materials obtained through the Service.

8.2. You understand and agree that We are not liable to you or any third party for lost profits, losses associated with the use of the Service, damage to business reputation or data, as well as for any other indirect losses resulting from:

- 8.2.1. the use, disclosure or display of your content,
- 8.2.2. your use or inability to use the Service,
- 8.2.3. any change, including the cost of tariff plans, suspension or termination of the provision of the Service / Services,

- 8.2.4. unauthorized access or modification of your data,
- 8.2.5. statements or behavior of any third party on the Site/Service,
- 8.2.6. any other interaction with other Users,
- 8.2.7. any other question regarding the Site/Service.

8.3. Our liability is limited regardless of whether you have been informed of the limitation of liability provided for in clause 8.2. of these Rules. We are not responsible for any failure or delay due to reasons beyond our reasonable control.

8.4. If you have a disagreement with one or more Users, you agree to release ALGO from any claims, claims and damages (actual and indirect) of any kind and nature, known and unknown, arising from or in any way related to such disputes. You agree to indemnify Us from liability, protect Us and safeguard Us from any claims, obligations and expenses, including attorney's fees, arising from your use of the Site and Service, including but not limited to your violation of these Rules, provided that ALGO:

- 8.4.1. promptly sends you a written notice of a claim, demand, action or legal proceeding,
- 8.4.2. grants you sole control over the defense and settlement of a claim or litigation (provided that you cannot settle any claim or litigation if the settlement does not unconditionally release ALGO from all obligations),
- 8.4.3. provides you with all reasonable assistance at your expense.

9. Applicable law

9.1. All disputes and disagreements arising in relation to the use of the Service/Site and the application of these Rules will be resolved primarily through negotiations.

9.2. These Rules, all of our legally significant notices and any non-contractual obligations that may arise when using our Service/Site will be governed and treated in accordance with English law; ALGO and you accept the exclusive jurisdiction of the English courts.

10. Other provisions

10.1. We have the right to send you information of a technical, advertising and other nature. With regard to promotional mailings, you have the right to unsubscribe from receiving them at any time by informing Us about this by e-mail: support@algo.id.

10.2. ALGO reserves the right, at its sole discretion, to change these Rules at any time. If the changes constitute a significant change, ALGO will notify you of this by placing an announcement on the Site or send you a message to the email address specified during registration on the Site. What constitutes a material change will be at Our sole discretion. You

are responsible for reviewing any such changes. By using any Service you agree to the amended Rules.

10.3. When using certain features of the Service, you are subject to any published instructions or rules applicable to such Services.

10.4. Your access to the Site and Our Services and their use may be interrupted from time to time due to equipment malfunction, updating, maintenance or repair of the Site, or for any other reason under the control or outside the control of ALGO. ALGO reserves the right to suspend or terminate the availability of the Site and (or) any Service at any time at its sole discretion and without prior notice. ALGO may also impose restrictions on certain functions and Services or restrict your access, in part or in whole, to the Site and Services without notice or responsibility.

10.5. Nothing in these Rules can be understood as the establishment between the User and ALGO of agency relations, partnership relations, joint activity relations, personal employment relations, independent personal services or any other relations not expressly provided for by these Rules and other legal documents, tariff plans and internal policies posted on the Site.