

User Agreement for “vtb.med” Website

This User Agreement (hereinafter referred to as the “Agreement”) governs the relationship between Joint Stock Company VTB Medicine (registered address: 123112, Moscow, intra-city territory, municipal district Presnensky, ul. Testovskaya 8, prem. 1/8, OGRN (Primary State Registration Number) 1257700570071, INN (Taxpayer Identification Number) 9703234383) (hereinafter referred to as the “Owner”) – the administrator of the services of the website located on the Internet information and telecommunications network at the address: <https://www.vtb.med> its subdomains (hereinafter referred to as the “Website”), on the one hand, and users of the Website (hereinafter referred to as the “User”), on the other hand, related to the terms of use of the Website.

Throughout the text of the Agreement, the “Owner” and the “User” are jointly referred to as the “Parties” and individually as the “Party.”

1. Terms and Definitions

The Owner is a person who independently and at their own discretion determines the terms of use of the Website.

The Right Holder is the Owner and third parties involved in the creation and placement of the Content.

The content means all objects posted on the Website, including program (source) code, design, photographs, videos, audiovisual works, illustrations, texts, as well as means of individualization (company name, trademarks, service marks, commercial designations), and other results of intellectual activity.

The User is any individual who visits the Website.

The Website is an information resource belonging to the Owner, located on the Internet information and telecommunications network at <https://www.vtb.med> and its subdomains.

Technical Support Service is a group of specialists who advise Users on issues related to the use of the Website.

2. General Provisions

2.1. The Agreement contains all essential terms and conditions for providing the User with access to the Website, terms and conditions of its use, liability of the Parties, and other relations between the Parties related to the use of the Website.

2.2. The right to use the Website is granted to the User by means of remote access to it via the Internet (method of use).

2.3. In accordance with the terms of the Agreement, the Owner provides the User with services for accessing the services of the Website, and the User has the right to use the services of the Website, provided that the compulsory condition for the Owner to provide services to the User in accordance with this Agreement is the acceptance and compliance by the User with this Agreement, as well as the application of the requirements and provisions established in this Agreement to the relations between the Parties.

2.4. Use of the services of the Website does not imply transfer of rights to the Content. The User is granted a limited right to use it in accordance with the terms of the Agreement.

2.5. The User is considered to have joined the Agreement in accordance with the provisions of Article 438 of the Civil Code of the Russian Federation at the moment of starting to use the Website – viewing the home page and/or any other section of the Website.

2.6. By using the Website, the User confirms that he/she has read the text of the Agreement, agrees with its provisions, and undertakes to comply with it. In case of disagreement with any terms of the Agreement, the User is obliged to immediately cease using the Website in any form.

2.7. The Agreement enters into force on the date specified in Clause 2.5 of the Agreement and remains in effect throughout the entire period of use of the Website by the User.

2.8. The Agreement applies to all Users of the Website regardless of the purpose of its use.

3. Rights and Obligations of the Owner

3.1. The Owner reserves the right to take measures against the User for violating the Agreement, including the right to restrict access to the Website at their sole discretion and without special notice or warning.

3.2. Failure to impose sanctions at the time the User commits actions that violate the Agreement does not deprive the Owner of the right to take appropriate measures in the future.

3.3. The Owner undertakes to take measures to ensure the security of personal data during its processing, as specified in Federal Law No. 152-FZ “On Personal Data” dd. July 27, 2006.

3.4. The Organization has the right to independently determine (change) the content of the Website, including replacing the structure and appearance of the Website, inserting advertisements and hyperlinks into the Content, and permitting and restricting access to the Website in accordance with the requirements of the legislation of the Russian Federation and the terms of the Agreement.

3.5. The Owner undertakes to provide technical support to Users in the form of written and/or verbal telephone consultations provided upon receipt of an official request from the User sent to the following address: info@vtbmedicine.com. Consultations may be provided exclusively on matters related to the functioning of the services launched on the Website.

4. Rights and Obligations of the User

4.1. The User has the right to use the functions of the Website and the materials posted on it in accordance with the terms of the Agreement without violating the laws of the Russian Federation.

4.2. The User undertakes to:

4.2.1. Not to take any actions that may be considered as violating the legislation of the Russian Federation, including in the field of intellectual property, copyright and/or related rights, **generally accepted moral and ethical standards**, as well as actions that lead or may lead to disruption of the normal operation of the Website.

4.2.2. Not to interfere with the operation of the Website, including by uploading, storing, transmitting, or posting materials containing viruses or other computer codes, files, or programs designed to disrupt, destroy, or limit the functionality of any computer or telecommunications equipment.

4.2.3. Independently monitor changes to the Agreement and familiarize himself or herself with the current version of the Agreement before each use of the Website.

5. Limitation of the Owner's Liability

5.1. Use of the Website is on an “as is” basis, i.e. without any warranty obligations on the part of the Owner or any obligation to ensure the uninterrupted operation of the Website, to eliminate defects in the Website, to provide operational support, or to improve the Website.

5.2. The Owner is not liable for the inability to access or use the Website due to malfunctions in the operation of the computer, telecommunications equipment, or communication channels of the User and/or third parties, insufficient quality or speed of connection when the User accesses the Internet, as well as during scheduled or unscheduled technical and preventive maintenance work on the Website.

5.3. The Owner is not liable for any direct or indirect financial or other losses incurred by Users caused by temporary interruptions in the operation of the Website due to unlawful actions of third parties, intentional or unintentional (including negligent) actions of the User and/or force majeure circumstances, incompatibility with the User's technical devices. In this case, the Owner undertakes to make every effort to restore the Website functionality as soon as possible.

5.4. The Owner is not liable for any infringement of third parties' intellectual property rights if such infringement was caused by the creation, uploading, posting, copying, or modification of information, materials, or images by Users.

5.5. The Owner is not liable for any violation of the requirements of the legislation of the Russian Federation regulating the handling of personal data if such violation occurred as a result of a violation by Users or third parties (to whom personal data was transferred with the consent of the User and/or his legal representative) of the requirements of the legislation and the terms of the Agreement.

6. Intellectual Rights

6.1. By using the Website, the User acknowledges and agrees that all materials presented on the Website to the User, including images, program code, logos, graphics, sounds are the intellectual property of the Rights Holders and are protected in accordance with the intellectual property laws of the Russian Federation. Any use of such objects is allowed only with the permission of the Rights Holder.

6.2. The User agrees that he/she is not permitted to perform the following actions when using the Website or any of its components:

6.2.1. Modify or otherwise redesign the Website, including offline, by copying the HTML code;

6.2.2. Copy, distribute, or process the data contained on the Website;

6.2.3. Create similar products or improvements;

6.2.4. Produce translations into other languages;

6.2.5. Perform reverse engineering for the purpose of copying or redesign;

6.2.6. Perform disassembling (decryption) or any actions aimed at restoring the source code or protocols used on the Website for computer programs, including libraries used;

6.2.7. Violate the integrity of the protection system or perform any actions aimed at jailbreaking, removing, or deactivating technical safeguards;

6.2.8. Use any software codes designed to distort, delete, damage, imitate the Website or violate its integrity, as well as the transmitted information or protocols;

6.2.9. It is prohibited to upload, transfer between Users, modify or post information, data or images that violate the exclusive rights of third parties, in particular copyright and related rights, as well as exclusive rights to inventions, utility models, industrial designs, or trademarks.

7. Dispute Resolution

7.1. The Parties will attempt to resolve any disputes arising in connection with this Agreement through negotiations.

7.2. Any claims arising in connection with the Agreement are sent by the User to the following email address: info@vtbmedicine.com.

7.3. Claims from Users that cannot be identified (including anonymous claims) will not be considered by the Owner.

7.4. Any claim is considered by the Owner within thirty (30) business days from the date of its receipt.

7.5. If the User's requirements are not met within the specified period and the Owner does not send reasoned objections, the settlement procedure is repeated by sending a reasoned response from the User by post, namely by registered letter with notification of delivery to the Owner's registered address. The time limit for considering the reasoned response by the Organization is the same as that specified in Clause 7.4 of the Agreement.

7.6. If it is impossible to settle a claim in accordance with the procedure set forth in Clauses 7.1–7.5 of the Agreement, disputes related to the Agreement are resolved in court in accordance with the current legislation of the Russian Federation at the location of the Owner.

7.7. If any provision of the Agreement is found by a court to be invalid, the Parties must nevertheless endeavor to give effect to the intentions of the Parties as set forth in the Agreement, and the other provisions remain in full force and effect.

8. Final Provisions

8.1. The Owner reserves the right to unilaterally change the terms of the Agreement without consulting Users and without prior notice to Users by posting the final version of the Agreement on the page at: https://www.vtb.med/documents/ru/user_agreement.pdf.

8.2. Continued use of the Website by the User after changes and/or additions have been made to the Agreement means that the User accepts such changes and/or additions and agrees to comply with them. If the User does not agree with the terms of the Agreement, use of the Website must be discontinued immediately.

8.3. The User independently purchases and configures the browser and other software that is necessary to access the Website.

8.4. Any questions, comments, and other correspondence from the User, except as provided in Clause 7.5 of the Agreement, are sent by the User to the following email address: info@vtbmedicine.com. The Owner is not responsible for and does not guarantee a response to requests, questions, suggestions, and other information sent to him by means other than those specified above.