

Agreement on the Use of Information Systems and Resources of the City of Moscow

1. Terms and Definitions

1.1. Operator — state authorities and organizations engaged in the operation of information systems and services and in providing access to the information resources of the City of Moscow.

1.2. Password — a unique sequence of alphanumeric and special characters generated in accordance with the prescribed procedure during registration in a service or information system of the City of Moscow for the purpose of ensuring subsequent access by the User to such information system or service.

1.3. User — an individual or legal entity wishing to obtain or having obtained, in the prescribed manner, access to the services, information resources, and information systems of the City of Moscow.

1.4. Registration — the initial entry of information required to access an information system (service) or information resource of the City of Moscow.

1.5. Service — a software application, software and/or technical means ensuring interaction between information systems and information resources of the City of Moscow or their individual elements (subsystems).

2. General Provisions

2.1. This Agreement defines the rules governing the organization of User access to the information resources of the City of Moscow, as well as the use by the User of the functional capabilities of the services and information systems of the City of Moscow. This Agreement enters into force from the moment the User expresses consent to its terms in the manner provided for in Clause 2.3 hereof.

2.2. Information systems, services, and information resources of the City of Moscow ensure the execution of the powers of state authorities of the City of Moscow and their subordinate organizations and operate in accordance with the legislation of the Russian Federation, regulatory legal acts of the City of Moscow, and legal acts of executive authorities of the City of Moscow.

2.3. By starting to use an information system of the City of Moscow and/or a service or individual functions thereof, or by completing the registration procedure, the User shall be deemed to have accepted this Agreement in full.

2.4. This Agreement may be amended without special notice by publishing a new version of the Agreement on the Internet information and telecommunications

network at the address specified in this clause. Such amendments shall enter into force upon publication, unless otherwise provided by the new version. Any amendments shall apply equally to all Users, including those who joined the Agreement prior to the effective date of the amendments. If the User continues to use the functionality of the information system and/or service after publication of the amendments the User is thereby recognized as having accepted the relevant amendments. The current version of the Agreement is available at: <https://www.mos.ru/legal/rules/>.

2.5. If the User disagrees with any requirements applicable to a service or information system of the City of Moscow as established by the legislation of the Russian Federation, legal acts of the City of Moscow, acts of the Operator, or this Agreement, the User shall not be entitled to use such service or information system.

2.6. All materials of the mos.ru website are available under the Creative Commons Attribution 4.0 license, provided that a reference to the original source is made (for use on the Internet — an active hyperlink).

3. User Registration and Use of Services, Information Systems, and Resources of the City of Moscow

3.1. User registration in a specific information system of the City of Moscow and/or service is carried out after the User provides a defined set of information on the relevant web page or via the service and creates a User account in accordance with the requirements applicable to such information system or service. A User account consists of a login and password enabling identification, authentication, and authorization of the User in the information system (service) or information resource, as well as other attributes.

3.2. At any stage of using information systems and services or obtaining access to information resources of the City of Moscow, the User undertakes to provide accurate and complete information and to keep such information up to date. If the User provides inaccurate information or there are grounds to believe that the information provided is incomplete or unreliable, the User account may be blocked or deleted and/or the User may be denied access to the information system, service (or individual functions thereof), or information resource of the City of Moscow.

3.3. Use of an information system or service of the City of Moscow constitutes the User's consent to the processing of any information necessary for proper operation and/or statistical analysis of system usage (including cookies via analytical tools or without them), as well as information provided by the User, including personal data.

Such consent also includes participation in incentive programs implemented by the Government of Moscow and/or authorized executive bodies and organizations (including lotteries and competitions); receipt of information on the provision of public and other services and on the activities of state authorities and subordinate organizations; consent to requests for data, including personal data, from state information systems for the purpose of automatic updating and/or supplementation of User account data in the course of execution of state functions and provision of public services in accordance with Federal Law No. 210-FZ of July 27, 2010, and other applicable legal acts.

Such information may be provided via non-voice communications (SMS, USSD messages, etc.), via the Internet to the phone number and/or email address provided by the User, via the information systems of M100 LLC, VK LLC, V Kontakte LLC, and Communication Platform LLC (where the User's phone number matches the data contained therein), unless the User refuses to receive information via the "Personal Account" subsystem of the Moscow City Government Public Services Portal, as well as through such "Personal Account" subsystem.

3.4. Processing of personal data provided by the User is carried out by state authorities and organizations providing public and other services or executing state functions, or by operators and third parties engaged by them under contracts, in accordance with Federal Law No. 152-FZ of July 27, 2006 "On Personal Data" and the requirements applicable to the relevant information system.

3.5. The User bears sole responsibility for the security (resistance to guessing) of their password and for maintaining its confidentiality and that of other identification means. The User bears full responsibility for all actions and consequences performed under their User account, including cases of voluntary transfer of access credentials to third parties. All actions performed under the User account shall be deemed performed by the User, except where the User has notified technical support in advance of unauthorized access and/or compromise of credentials.

3.6. The User is obligated to immediately notify the technical support service of the relevant information system, service, or information resource of any unauthorized access (not authorized by the User) to Moscow services, information systems, or resources using the User's account and/or any violation (suspicion of violation) of the confidentiality of their password or other means of identification. For security purposes, the User is obligated to securely log out of their account at the end of each session in compliance with the requirements for the relevant Moscow service, information system, or resource. The Operator is not responsible for any loss or

corruption of data, or any other consequences of any kind, that may arise from the User's violation of the provisions of this part of the Agreement.

3.7. The Operator has the right, in cases specified in these Agreements, to set restrictions on the use of individual services, information systems and resources of the city of Moscow or parts thereof for the accounts of all Users, or for individual categories of Users.

3.8. The Operator uses cookies solely to collect statistical data on the use of Moscow City services, information systems, and resources. Each user of Moscow City services, information systems, and resources has the ability to disable cookies at any time on the device from which they access a Moscow City service, information system, or resource, and/or delete previously downloaded cookies by changing their browser settings.

4. Rights and Obligations of the Parties

4.1. User Obligations

The User shall:

4.1.1. Ensure, at their own expense and with their own resources, access to the Internet information and telecommunications network, as well as the configuration and protection of their equipment from unauthorized use, and promptly respond to any instances of such use.

4.1.2. Maintain confidentiality of passwords and identification means.

4.1.3. Assume full responsibility for all actions performed via their User account.

4.1.4. Comply with the terms of this Agreement, and in the case of obtaining access to the "personal account" subsystem of the state information system "Portal of State and Municipal Services (Functions) of the City of Moscow", also to comply with the terms of the Agreement on the use of the automated information system "Access Management System for Information Systems and Resources of the City of Moscow".

4.2. User Rights

The User has the right to:

4.2.1. Use the functionality of the services, information systems and resources of the City of Moscow in accordance with the requirements for the relevant services, information systems and resources of the City of Moscow, as well as in accordance with this Agreement.

4.2.2. In accordance with the established procedure submit requests to the Operator regarding technical operation of the relevant service, information system, or resource in the City of Moscow.

4.2.3. Consent to the transfer of their data, including personal data, to other services and systems.

4.3. Prohibited Actions

When using services and information systems, the User shall not:

4.3.1 Upload, send, transmit or in any other way post and/or distribute content that is illegal, harmful, defamatory, offensive to morality, demonstrates (or is propaganda) of violence and cruelty, violates intellectual property rights, promotes hatred and/or discrimination against people on racial, ethnic, sexual, religious or social grounds, contains insults against any persons or organizations, contains elements of (or is propaganda) pornography, child erotica, is an advertisement (or is propaganda) for services of a sexual nature (including under the guise of other services), explains the procedure for the manufacture, use or other use of narcotic substances or their analogues, explosives or other weapons;

4.3.2 Violate the rights of third parties, including minors, and/or cause harm to them in any form;

4.3.3. Impersonate another person or representative of an organization and/or community without sufficient rights to do so, including impersonating employees of the operator, as well as using any other forms and methods of illegally representing other persons, as well as misleading users or the operator regarding the properties and characteristics of any subjects or objects.

4.3.4. Upload, send, transmit, or in any other way post and/or distribute content, in the absence of rights to such actions in accordance with the legislation of the Russian Federation, the regulatory legal acts of the city of Moscow, the acts of the operator, or any contractual relationships;

4.3.5. Upload, send, transmit or in any other way post and/or distribute advertising information or spam that is not specifically permitted;

4.3.6. Upload, send, transmit or by any other means post and/or distribute any materials containing malicious programs or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs, to achieve unauthorized access, as well as serial numbers for commercial software products and programs for generating them, logins, passwords and other means for obtaining unauthorized access to paid

resources on the Internet information and telecommunications network, as well as posting links to the above information;

4.3.7. Carry out unlawful processing of personal data of other persons;

4.3.8. Disrupt the normal operation of services and/or information systems of the City of Moscow;

3.4.9. Promote actions aimed at violating the restrictions and prohibitions imposed by the Agreement.

3.4.10. Violate the laws of the Russian Federation in any other way.

4.4. Operator Obligations

The Operator:

4.4.1. Ensures the operation of services, information systems and resources of the City of Moscow related to its jurisdiction, and also exercises other powers established by the legislation of the Russian Federation, legal acts of the City of Moscow, and acts of the operator;

4.4.2. Provides the User with the functionality of the necessary service, the information system of the City of Moscow and (or) access to the information resource of the City of Moscow if the User has the appropriate right and in compliance with this Agreement.

4.4.3. In accordance with the established procedure, ensures security, integrity, and confidentiality of User data;

4.4.4. Fulfills other obligations provided for herein.

4.5. Operator Rights

The Operator has the right to:

4.5.1. Deny the User registration and use of the capabilities of the services, information systems of the city of Moscow, access to the information resource of the city of Moscow in cases stipulated by the legislation of the Russian Federation, regulatory legal acts of the City of Moscow, this Agreement;

4.5.2. Without notice suspend the User's access to the information resource, the use of services, information systems and resources of the City of Moscow by the User in the following cases:

- violation by the User of the terms of this Agreement or the User's actions that violate the terms of the Agreement;

- due to unforeseen technical reasons or circumstances related to information security;
- as a result of interference and any violations by the User, equipment, software on the part of the User in relation to the services, information systems and resources of the City of Moscow;
- detection of suspicious activity by the User or the User's equipment or software in the services, information systems, and resources of the City of Moscow.

4.5.3. Send messages to the User containing organizational and technical information about the functioning of information systems and services of the City of Moscow, as well as about the activities of government agencies and organizations.

4.5.4. In the established procedure involve third parties in ensuring the functioning of services and information systems of the city of Moscow, and in maintaining information resources of the City of Moscow.

4.5.5. Carry out preventive maintenance on Moscow's services, information systems, and resources, temporarily suspending access to them.

4.6. Limitation of Liability

The Operator shall not be liable for:

4.6.1. Accidents, failures, or interruptions in the functioning of services and information systems of the City of Moscow, in access to information resources of the City of Moscow, associated with disruptions in the operation of equipment, communication systems, or networks that are provided, supplied, operated, and/or maintained by third parties;

4.6.2. The quality and timing of the provision of state and other services, the performance of state functions by the state authorities of the City of Moscow, organizations subordinate to them, the actions of other organizations, as well as the accuracy and relevance of information provided using the services, information systems and resources of the City of Moscow by the said authorities and organizations;

4.6.3. Damages incurred by the User as a result of:

- the presence of viruses and other malware in the equipment and software used by the User to access Moscow City services, information systems, and resources;
- violation of this Agreement by the User;

- illegal actions of third parties, including those related to the use of the User's account, as well as the use of information about the User provided during the use of Moscow City information systems and services, if such information became available to third parties without the Operator's fault.

4.7. By using certain services and/or information systems and resources of the City of Moscow, access to information resources, information systems, and services not under the operator's control (hereinafter referred to as third-party resources) may be provided in accordance with the established procedure. Third-party resources are not checked by the operator for accuracy, completeness, legality, etc. The operator is not responsible for any information or materials posted on third-party resources, including any opinions or statements, advertising, etc., nor for the availability of such resources or content or the consequences of their use by the User. If the said resources are under the control of the executive authorities of the city of Moscow or their subordinate organizations, the requirements for them are established by the legislation of the Russian Federation, the relevant legal acts of the city of Moscow, and acts of the executive authorities of the city of Moscow or their subordinate organizations.

4.8. The User and the Operator shall not be liable for non-performance or improper performance of this Agreement, if proper performance was impossible due to force majeure circumstances.

5. Miscellaneous

5.1. This Agreement shall be governed by and construed in accordance with the legislation of the Russian Federation.