



USER AGREEMENT

This document regulates the relations between the owner of the platform (marketplace), users and authors of the content placed on the platform and provided for an unlimited number of persons in the Internet.

Regulation includes the rules of user registration, placement of Digital Goods on the platform, their Sale and further use, as well as establishes the scope of rights and obligations of the participants of relations regarding the use of the platform.

1. Terms and Definitions

1.1. Capitalised terms used in this Agreement and in the Platform interface and written with a capital letter have the following meanings:

"Administrator" means Legal Wording and/or other authorized person by granting administrator rights.

"Agreement" - this User Agreement. The current version of the Agreement is posted and available using the information and telecommunication network "Internet" at: https://legalwording.ru/en/legal/terms_of_use.pdf

"Author Fee" means the remuneration payable by the User to the Author for the Sale of Digital Goods in the amount in force at the time of payment taking into account the discount (if applicable), including all applicable taxes.

"Author" means a User who has the exclusive right to the Digital Goods or is otherwise legally authorized to dispose of the rights to the Digital Goods and (i) has the status of a legal entity, individual entrepreneur, advocate or self-employed person and posts paid or free Digital Goods on the Platform; or (ii) does not have this status and posts free Digital Goods on the Platform.

"Digital Goods Card" - a page of the Platform containing a set of information about the Author, the Digital Goods, their properties, set and connections with other Digital Goods and other information provided by the Platform functionality. The information in the Digital Goods Card may include both textual information and images (if applicable).

"Digital goods" means publicly available works of literature, science and art protected by the current legislation of the Russian Federation as objects of copyright, including, but not limited to, document templates and parts thereof (sections, articles, paragraphs), presentations, tables, charts, articles, books, audiovisual works, photographic works and other works of fine art, computer programs and databases, digitally recorded in various formats suitable for reproduction in computer memory and distribution in electronic form, public performance, broadcast and/or cable transmission, retransmission, making available to the public via the Internet or other information and telecommunication networks using appropriate technical means, the rights to use which (with the right to grant these rights to third parties) belong to the Author.

"Legal Wording Fee" means the remuneration payable by Author to Legal Wording for the use of the Platform in the amount of 15% of the amount of each completed Sale of Digital Goods, subject to applicable taxes, unless a different amount is agreed between Author and Legal Wording.



"Legal Wording" - the owner of the Platform, Ilya Vladimirovich Kopytov, Individual Entrepreneur (OGRNIP: 308774632300810), location address: Moscow, e-mail address: support@legalwording.ru), information about which is specified in Article 18 of this Agreement.

"Login" means a combination of letters, numbers and/or symbols used by the User to access the Personal Account. The User's e-mail address specified by the User during Registration on the Platform and (or) in the corresponding section of the Personal Account shall be used as the Login on the Platform.

"Order" - the User's actions aimed at concluding one or more agreements on the Sale of Digital Goods on the terms of a public offer on a free of charge basis or for the Author's Fee. An order for a free Digital Goods shall be deemed to be completed when the corresponding button is clicked to access the download of the Digital Goods, or download itself. An order for a paid Digital Goods shall be deemed completed at the moment of payment of the Author's Fee.

"Parties" - collectively Legal Wording, User and Author, each of whom when referred to separately is also referred to as a **"Party"** .

"Password" means any sequence in the form of symbols, letters and (or) numbers, which is formed by the User independently during the Registration process and forms a secret code used to access the Personal Account on the Platform. The password is used repeatedly and can be changed by the User himself/herself an unlimited number of times.

"Personal Account" means a functional part of the Platform including a personalised interface that contains a set of tools that allow a registered User to manage their account.

"Platform" means a website owned by Legal Wording on the Internet, accessed by the domain name legalwording.ru and its sub-domains (if applicable), and including computer programs and databases that provide technical capability to search for and place Digital Goods on the disc space of servers leased or owned by Legal Wording, store such Digital Goods and information in connection therewith, view, modify or delete them, manage access to them by third parties, enter into transactions in relation thereto, and use the Platform for the purposes of the Platform. The scope of available transactions and functionality of the Platform shall be determined by Legal Wording.

"Privacy Policy" means Legal Wording's policy regarding the processing of personal data, which is an integral part of this Agreement and is available on the Internet at: <https://legalwording.ru/en/legal/privacy.pdf>

"Sale of Digital Goods" means the Author's granting the User access to download the Digital Goods to the User's device after the completion of the Order using the Platform for the purposes and on the terms and conditions set out in this Agreement.

"Registration Procedure" means a set of actions of the User aimed at creating an account, within which the User transfers information about his/her Login and Password, which is used by the User to access the Personal Account.

"User" means a legally capable person who is a visitor to the Platform and/or uses the Platform.



- 1.2. In this Agreement:
- a) The headings of the articles of this Agreement and its annexes are inserted for convenience only and shall not be deemed to form part of this Agreement or be used to determine the intentions of the Parties hereto;
 - b) Unless the context otherwise requires, any reference to an article, paragraph or annex shall mean a reference to the relevant article or paragraph of this Agreement or an annex thereto; and
 - c) each annex shall form an integral part of this Agreement.

2. Conclusion of the Agreement

- 2.1. This Agreement is a public offer to any User who has passed the Registration / Authorisation Procedure on the Platform in the manner provided for by the Agreement or who performs actions aimed at using the Platform.
- 2.2. The User undertakes to use the Platform on the terms and conditions defined by this Agreement, as well as in accordance with the norms of the current laws of the Russian Federation.
- 2.3. The User's use of the Platform in any manner and form creates a contract under the terms of this Agreement in accordance with the provisions of Articles 434, 435 and 438 of the Civil Code of the Russian Federation. The Offer is valid in electronic form and does not require paper execution.
- 2.4. By using the Platform, the User confirms that he or she:
- a) has familiarized himself / herself with the terms and conditions of this Agreement in full before using the Platform;
 - b) agrees and accepts all terms and conditions of this Agreement in full, without any exceptions or limitations on the part of the User, and undertakes to comply with them.
- 2.5. In case of disagreement with any terms of this Agreement, the User shall completely refrain from using the Platform in any form. Ignorance / failure to familiarize with the terms of this Agreement does not release the User from responsibility for failure to comply with its terms.
- 2.6. Checking the appropriate box when registering/authorising on the Platform or using Login and Password to access the Platform or use such authorisation (registration) services as Yandex, Mail.ru, VK in conjunction with other conclusive actions of the User (including, but not limited to, authentication, etc.) shall be recognized by the Parties as an analogue of the User's handwritten signature when executing (via software) electronic documents sent from one Party to the other and confirmations from the User (including, but not limited to consent to personal data processing <https://legalwording.ru/en/legal/privacy.pdf> etc.), including recognized by the Parties as compliance with the written form of the transaction, subject to the requirement to have a signature, in case the transaction is made by a person using electronic or other technical means that allow to reproduce the content of the transaction on a tangible medium in an unaltered form, and the above actions of the User are considered to be the method agreed by the Parties.
- 2.7. A prerequisite for the User's access to the Platform is the User's unconditional acceptance and compliance with the requirements and provisions set out in the Agreement and Privacy Policy.



By using the Platform, the User unconditionally agrees to the terms and conditions of these documents.

3. **Subject Matter of the Agreement**

3.1. Legal Wording provides Users with the technical possibility to use the tools of the Platform to search for and place Digital Goods on the Platform, as well as Sale of Digital Goods within the framework of legal relations between Authors and other Users under the terms of this Agreement.

3.2. The Author solely determines the composition and scope of the Digital Goods and related information that he or she posts on the Platform. Legal Wording does not change the content of such Digital Goods.

4. **Terms and Conditions of Placement of Digital Goods on the Platform**

4.1. When placing a Digital Goods on the Platform, the Author undertakes to choose the category to which the Digital Goods belong from the list of proposed options. If there is no suitable category for the Author, the Author may send to the e-mail address support@legalwording.ru a proposal to the Administrator to create an additional category for the placement of his Digital Goods. In the subject line of the e-mail you should specify "Creating a new category".

In case of incorrect definition by the Author of the category of Digital Goods in the opinion of the Administrator or changes in the catalogue of categories by the Administrator, the Administrator has the right to unilaterally change the category of Digital Goods with notice to the Author.

4.2. Legal Wording may, when the Author uploads Digital Goods, automatically convert the files into images with or without watermarks for the purposes of full or partial preview of the Digital Goods to Users and operation of the Platform, as well as digitising, encoding, aggregating, compressing, indexing, and other technical manipulations, including linking any relevant metadata to the Digital Goods, and other actions.

These actions do not constitute changes / corrections to the Digital Goods, or actions that affect the integrity of the posted Digital Goods. In addition, the Administrator has the right to use the Digital Goods in other ways, the purpose of which is:

- a) ensuring Legal Wording of the Platform functioning to the extent determined by the functionality and architecture of the Platform;
- b) displaying the content of Digital Goods, including as part of the images of the Platform interface and/or as part of informing Users, inter alia, using any advertising technologies, about the features of the Platform, the content and Digital Goods posted on the Platform.

4.3. The author acknowledges and agrees that the content of the Digital Goods and information in connection with the Digital Goods will be available for indexing by search engines such as Google, Yandex, Rambler, Mail.ru, and other search engines.

Indexing is performed automatically by a search engine robot in accordance with certain algorithms, which does not imply a prior or subsequent evaluation of the content of the Digital Goods and related information for compliance with legal, ethical or moral standards, or any other



copyright, and does not constitute any kind of illegal use of the intellectual property subject to indexing.

In this case, due to the specific functioning of global search engines, the results of indexing in the form of links to the content of the Digital Goods may be displayed in the search results of such search engines (both in the format of text links, index values and in the format of snippets or images).

The Author acknowledges and agrees that the content of the Author's Digital Goods and/or information in connection therewith posted on the Platform will be cached by Internet browsers such as Internet Explorer, Mozilla, Google Chrome, Opera, Safari, Yandex, etc., which may be installed on end-users' devices, because without the use of caching technologies any Internet browsing programme (browser) cannot work.

Caching is performed automatically by the browser in accordance with certain algorithms and does not constitute any kind of illegal use of intellectual property subject to indexing.

- 4.4. The Author in the sense of Article [431.2](#) of the Civil Code of the Russian Federation represents and warrants that he acts legally, has all necessary rights to dispose of the Digital Goods placed by him on the Platform, including permission to use them in accordance with the terms of the Agreement, and does not violate by his actions the legal rights and interests of third parties (including, but not limited to, copyright, related rights, patent rights, right to privacy, right to protection of honour, dignity and good name, right to a citizen's image, etc.) and the current Russian legislation (including, but not limited to, legislation on the rights to intellectual property and means of individualization), bears all responsibility for its placement and use.

The Author represents and warrants that the Digital Goods posted by the Author on the Platform:

- a) do not contain information and data protected by the laws of the Russian Federation, including without limitation:

Attorney-Client Privilege	Federal Law No. 63-FZ Art. 8 , Code of Professional Ethics Art. 6 para. 5
Bank Secrecy	Federal Law No. 395-1 art. 26
Doctor Patient Confidentiality	Federal Law No. 323-FZ Art. 13 , Family Code of the Russian Federation Art. 15 para. 2
State Secret	Federal Law of 21.07.1993 N 5485-1
Trade Secret	Federal Law No. 98-FZ Art. 4 , Art. 6.1
Tax Secrecy	Tax Code of the Russian Federation Art. 102 para. 1
Privacy	Constitution of the Russian Federation art. 23 , Civil Code of the Russian Federation art. 152.2 , Federal Law No. 149-FZ art. 9 part 8 , Law on Mass Media art. 41



Notarial Secrecy	Fundamentals of Legislation on Notaries Art. 16
Personal Data	Federal Law No. 152-FZ Art. 3 , Presidential Decree of 06.03.1997 No. 188
Manufacturing Secret	Civil Code of the Russian Federation art. 1465
Official Secret	Federal Law No. 149-FZ art. 8 , art. 9
Probate	Civil Code of the Russian Federation art. 1123
Confession	Federal Law No. 125-FZ art. 3 para. 7 , Code of Civil Procedure of the Russian Federation art. 69 clause 3 para. 3
Communications Secrecy	Constitution of the Russian Federation art. 23 , Federal Law No. 126-FZ art. 53 , art. 63 , Federal Law No. 176-FZ art. 15
Investigative Privilege	RF Code of Criminal Procedure art. 161 , Federal Law No. 119-FZ art. 9
Insurance Secrecy	Civil Code of the Russian Federation Art. 946
Adoption Confidentiality	Family Code of the Russian Federation art. 139 , Federal Law No. 143-FZ art. 47

- b) do not contain data or information defaming honor, dignity and business reputation, insulting morality, promoting hatred (including hidden propaganda, approval and encouragement of violent actions) and/or discrimination and/or information discriminating against people on racial, ethnic, gender or social grounds, information in connection with inciting religious, racial, or interethnic discord, ethnic hatred or enmity, information on the basis of gender, orientation, or other individual characteristics, or information on the basis of ethnicity, race, nationality, religion, sex, or other individual characteristics;
- c) do not contain information or information capable of causing harm, containing threats, foul language, rude and offensive expressions and sentences contrary to generally recognized norms of morality, as well as information defaming the business reputation of Legal Wording, persons affiliated with Legal Wording, its employees and contractors;
- d) do not contain information indicating linkage to any specific project (prices, addresses, serial numbers or articles of objects, cadastral, inventory or technical numbers of real estate objects and other information individualizing specific things or specific persons);
- e) do not disclose confidential information and do not violate other rights of third parties or other rules of applicable laws;
- f) do not contain advertising, do not promote spam, mass mailing services and resources for earning money on the Internet (newsletters on company letterheads do not constitute advertising);



g) are not copied from Internet sources, reference systems or legal information portals such as ConsultantPlus (КонсультантПлюс), Garant (Гарант), Система Юрист (Система Юрист), Kodeks (Кодекс), Techexpert (Техэксперт) and other similar national or foreign systems and/or the Platform itself.

4.5. The Author, in the sense of Article [431.2](#) of the Civil Code of the Russian Federation, represents and warrants that he has received (if applicable):

- a) additional licenses, permits and/or consents of the creators and/or titleholders of the Digital Goods, for the use and Sale of the Digital Goods in accordance with this Agreement; and
- b) the exclusive right or other necessary consents to use trade names, object marks, service marks, commercial designations, names, images and/or other protected results of intellectual activity of third parties placed by it on the Platform in connection with the Digital Goods.

The Author undertakes to settle all issues related to payment of remuneration to co-authors or authors of the Digital Goods or other third parties in connection with the use and placement of the Digital Goods on the Platform under this Agreement at his own expense.

4.6. In order to confirm the Author's representations and warranties from clauses 4.4. and 4.5. of this Agreement, the Author undertakes to provide written confirmation and documents (if applicable) at the request of Legal Wording.

4.7. The fulfilment by the Author of the conditions from clauses 4.4. and 4.5. are essential for Legal Wording without the fulfilment of which by the Author Legal Wording would not have entered into this Agreement with him.

4.8. In case of breach by the Author of the representations and warranties provided under this Agreement, the Author undertakes to reimburse the losses incurred by Legal Wording, including, but not limited to, the amounts of fines and compensations and other amounts recovered on the basis of a court act issued in a case directly or indirectly related to such breach, within 7 (seven) working days from the date of receipt by the Author of the relevant request of Legal Wording.

5. **Sale of Digital Goods**

5.1. The User undertakes to familiarize himself/herself with all information about the Digital Goods, including the description of the Digital Goods, their completeness and features and other information in connection with the Digital Goods before making an Order. However, formatting defects, obvious errors, including typographical errors, in the description of the Digital Goods, in their properties or in the Digital Goods themselves shall not constitute a defect of the Digital Goods.

5.2. The price for the Sale of Digital Goods shall be determined by the Author and shall be indicated on the Platform in roubles, including value added tax (if applicable).

5.3. The User placing a paid Order on the Platform is given the opportunity to choose the payment option in accordance with the payment methods provided by the Platform.

5.4. By placing an Order on the Platform, the User confirms that he/she agrees to receive emails that Legal Wording and/or the Author may send to the User in connection with the Order.



5.5. Legal Wording has the right to block the User in case the User violates this Agreement, as well as on other grounds provided for by the applicable legislation. The User may initiate restoration of his/her access to the Information resource by writing a letter explaining the actions that led to the blocking of the User to the e-mail address: support@legalwording.ru. At the discretion of the Administrator, access may be restored.

6. Remuneration and Settlement Procedure

6.1. Digital Goods are sold for the Author's Fee. The Author has the right to change the Author's Fee indicated on the Platform at any time, including by granting discounts (if applicable) using the Platform tools.

6.2. The Author undertakes to remit Legal Wording's Remuneration to Legal Wording at the time of Sale of the Digital Goods.

6.3. The User makes a payment for the Sale of Digital Goods using a service for accepting payments on the Internet "[IOKassa](#) - payment splitting for marketplaces", whereby the User's payment for the Sale of Digital Goods is automatically split into two parts:

- the first part of the payment less the amount equal to the Legal Wording Fee and the commission of Legal Wording shall be transferred to the Author's current account;
- the second part of the payment in the amount equal to the Legal Wording Fee shall be transferred to the Legal Wording current account as instructed by the Author.

The Author hereby instructs the User to make a payment for the Sale of the Digital Goods in an amount equal to the Legal Wording Fee in order to fulfil the Author's obligation to pay the Legal Wording Fee on the basis of Article [430](#) of the Civil Code of the Russian Federation.

6.4. Legal Wording does not pay any remuneration to the Author for Digital Goods uploaded to the Platform, related content or otherwise.

6.5. Legal Wording does not act as a tax agent for the Author. The Author and Legal Wording pay taxes independently (if applicable).

6.6. Information about the Author's posted and sold Digital Goods is available in the Author's personal account.

6.7. After payment confirmation, the User can download the Digital Goods from the Digital Goods Card. This usually takes place within 10-15 minutes after payment is completed. The User will also receive an email to his/her email address with information about opening access to the Digital Goods.

7. Access to Digital Goods and Refund Money Back

7.1. Once the User has been given access to the Digital Goods for downloading to the User's device, no refunds are subject to return for the Sale of the Digital Goods.

7.2. Once the User has downloaded the Digital Goods to his/her device, Legal Wording may, but is not obliged to, store a copy of the Digital Goods in the User's Personal Account.



8. **Digital Goods are not Legal Advice**

- 8.1. The User is informed and agrees that the Digital Goods and their contents do not constitute legal advice, cannot be used as a basis for decision-making and do not provide guidance for action (omission).
- 8.2. The User recognizes that the resolution of specific legal issues depends on many factors, such as the facts of the case, applicable law, established case law and other circumstances.
- 8.3. The User understands and agrees that the use of Digital Goods (legal document templates) may help the User to familiarize himself/herself with the standard forms and provisions of documents, which the User himself/herself or by involving third parties may adapt to the User's specific needs, taking into account the actual circumstances.
- 8.4. If User needs legal advice on a particular problem, User should consult a lawyer qualified in the relevant law and admitted to practice (if applicable) in the relevant jurisdiction.
- 8.5. Liability in respect of Digital Goods is not subject to any insurance.

9. **Digital Goods Licenses**

9.1. Granting of a license by the Author to Legal Wording

In order to ensure the proper functioning of the Platform, the Author grants Legal Wording a royalty-free, perpetual, irrevocable, non-exclusive license under which the Author grants Legal Wording the right to use the Digital Goods, including reproduction, publication, public performance, communication to the public, broadcasting and cablecasting, including rebroadcasting, distribution and processing, including retouching, processing, reformatting and resizing, reducing the timing of the Digital Goods, as well as supplying the Digital Goods with supplements in order to prevent misuse, including copying of such Digital Goods, and the use of such Digital Goods by any means in a processed form.

The methods of use specified in this clause are authorized to Legal Wording solely to ensure the operation of the Platform, and such granting by the Author of the right to use the Digital Goods shall not be construed as the exercise of rights by Legal Wording to transact business on the Platform, unless otherwise provided for in this Agreement.

In addition to the rights to use the Digital Goods granted to Legal Wording under this Article, the Author grants Legal Wording the right to use the Digital Goods in any way on the official accounts of the Platform and/or Legal Wording on any social media for the purpose of informing social media users about the Digital Goods.

9.2. Granting of a license by the Author to the User

The Author grants the User a license for the Digital Goods at the time of the Sale of the Digital Goods.

In Selling the Digital Goods, the Author grants the User a non-exclusive, perpetual, irrevocable, non-transferable, non-sublicensable worldwide limited license to use the Digital Goods for the purposes and on the terms and conditions set out in this Agreement.



a) Use

The Author authorizes the User to use the Digital Goods for personal use and other purposes as described below.

b) Transfer to a Third Party

Author allows User to transfer the downloaded Digital Goods once to one third party ("**Authorized Recipient**") for personal use: (i) in a specific project of User's client in the course of his law practice; (ii) in User's educational project, subject to applicable citation rules; and (iii) in a specific project of User's employee or employer.

The scope of rights and obligations of the Authorized Recipient corresponds to the scope of rights and obligations of the User except for the right to transfer the Digital Goods to a third party.

c) Printing and Copying

User is allowed to print and copy downloaded Digital Goods as needed for personal use.

d) Processing

The User is entitled to amend and change Digital Goods uploaded by the Author to the Platform in an editable format.

For purposes of this paragraph, editable formats include, without limitation, the following: Doc, Docx, Rtf, Xls, Xlsx, Txt, Ppt, Pptx and other editable formats.

The User may not amend and change Digital Goods uploaded by the Author to the Platform in a non-editable format.

For the purposes of this paragraph, non-editable formats include, without limitation, the following: Pdf, Jpeg, Png and other non-editable formats.

e) Foreign Language Translation

The User has the right to translate the Digital Goods into a foreign language when using them for personal use.

f) Commercial Use

The User shall not sell the Digital Goods, in part or in full, for commercial purposes. This means that the User shall not sell the Digital Goods, use them for advertising or marketing purposes or use them in any other way in connection with commercial activities or profit-making excluding cases mentioned above.

9.3. The User is prohibited from communicating to third parties the information necessary to gain access to the Digital Goods on the Platform.

9.4. The resale or unauthorized licensing, copying, use, storage, display or distribution of forms, articles, documents, books or other Digital Goods and materials copied or downloaded from the Platform is prohibited, unless otherwise is provided in this Agreement.



10. **Restrictions on Digital Goods and the Platform**

10.1. The User shall not post or otherwise make any Digital Goods available on any website, application, shared drive, server or other sites or services, except as otherwise provided in this Agreement, including but not limited to:

- a) transfer or send Digital Goods to third parties, either in whole or in part;
- b) communicate publicly the content of the Digital Goods via known broadcasting channels such as radio, television, the Internet and others;
- c) reproduce the Digital Goods, i.e. make copies of the Digital Goods or parts thereof in any material form, if this reproduction has the purpose of further distribution;
- d) make the content of the Digital Goods available to the public using the Internet and other digital networks, including posting the Digital Goods on any websites, mobile applications and other resources.

10.2. The User is prohibited from:

- a) interfere with the operation of the Platform, attempt to access Digital Goods and Platform features in ways not directly provided by the Platform tools;
- b) reproduce, duplicate, copy, sell and resell to third parties access to the use of the Platform and perform other actions aimed at commercial gain in relations with third parties from the use of the Platform;
- c) decompile, disassemble or otherwise attempt to extract the source code of software that is an element of the Platform;
- d) use automatic programmes to access the Platform in order to extract, collect, process, copy, and/or subsequently distribute the information provided on the Platform;
- e) use malicious software and carry out actions aimed at disrupting the normal functioning of the Platform, including, without limitation, through any type of viruses, "trojans", "worms" (self-replicating viruses), "logic bombs" (intentional data corruption programmes), DDoS attacks or any other means that may cause technical or other damage;
- f) use the Platform as an object of intellectual rights in any manner not permitted by the Agreement, in particular, it is prohibited to reproduce the Platform by making copies on any material medium, modify, make any changes to the Platform and its parts, use the Platform to create derivative software products, distribute or use the Platform in any other manner not expressly provided for by the Agreement;
- g) attempt to access the login and password of another User;
- h) distribute, sell, sublicense, use software that is an element of the Platform or otherwise transfer the rights to such software;
- i) register on the Platform on behalf of or in place of another person;



- j) remove or alter any trade mark, logo, copyright mark and other similar notices on the Platform.
- 10.3. The Administrator uses a technical system to protect Digital Goods on the Platform from unauthorized access and use. The User undertakes not to take actions aimed at circumventing, hacking, modifying and/or otherwise acting against the technical system of protection of Digital Goods. Any actions aimed at circumventing the technical protection system of the Digital Goods in order to gain access to view the Digital Goods shall constitute a breach of this Agreement and applicable law.
- 10.4. The User solely bears civil, administrative and criminal liability provided for by the applicable laws of the Russian Federation for violation of this Agreement.

11. **Disclaimer of Warranties**

- 11.1. Legal Wording does not warrant that the Platform will meet the User's requirements, that it will operate uninterrupted, timely, error-free and secure, that the quality of Digital Goods and information downloaded or purchased by the User on the Platform will meet the User's expectations and that any errors in the software will be corrected.
- 11.2. No recommendation or information received by the User orally or in writing from the Administrator and/or Authors or others or otherwise using the Platform shall impose any warranty or liability on Legal Wording.

12. **Liability**

- 12.1. Liability in Connection with the Use of the Platform
- a) The User understands and agrees that the tools of the Platform in general, as well as the functionality for placing and storing Digital Goods, are provided on "as is" basis. Legal Wording does not guarantee that the provision of functionality will be uninterrupted, without technical failures and errors, and that the results of the Platform will fully meet the User's subjective expectations.
 - b) Legal Wording shall not be liable for damage, distortion or loss of Digital Goods caused by technical malfunctions, failures or acts (omissions) of third parties. The author assures Legal Wording that he has ensured the creation of backup copies of the Digital Goods and related information on his media.
 - c) A link (in any form) to any website, product, goods, work, service, any information of commercial or non-commercial nature placed on the Platform does not constitute an endorsement or recommendation of these products (services, activities) by Legal Wording. The owners of these sites and their content are not checked by Legal Wording for compliance with any requirements (reliability, completeness, legality, etc.). Legal Wording shall not be responsible for any information, materials placed on third party websites to which the User gains access using the Platform tools, including advertising, as well as for the availability of such sites or content and the consequences of their use by the User.
 - d) The User shall be obliged to take all necessary actions to ensure safety and confidentiality of access details (unique pair Login/Password) to the personal account and is solely responsible for security (resistance to guessing) of the chosen password.



The User is solely responsible for any actions performed using his/her account (e-mail address, login, password), for any breach of the User's obligations under this Agreement, as well as for the consequences of any such breach/use (including any losses and damages that Legal Wording may incur as a result of such breach). All actions performed using the User's login and password shall be considered as the User's actions.

Legal Wording is not liable for unauthorized use of User's registration data by third parties, as well as in case the User is unable to access his/her personal account.

12.2. Liability in Connection with Digital Goods

- a) Legal Wording and/or the Author shall not be liable for any losses incurred to the User or third parties due to the User's non-compliance with this Agreement, use of the Digital Goods or failure to familiarize themselves with the information about the Digital Goods and the procedure for their use.
- b) Legal Wording and/or the Author are not responsible for the content, authenticity, practical applicability of the Digital Goods, compliance with the User's expectations, their suitability for use for certain purposes and in certain ways, and incompatibility with the User's equipment. All Digital Goods are provided by the Authors in "as is" condition and as they exist at the time of payment. The use of Digital Goods by the User is at the User's own risk and without any warranty of any kind from Legal Wording and/or the Author.
- c) Legal Wording and/or the Author are not responsible for the use of the Digital Goods by the User. The User assumes all liability in case of violation of the law or the rights of third parties in connection with the use of the Digital Goods.
- d) The Author is solely responsible to third parties for the use and disposal of the Digital Goods and related information, for compliance of their placement on the Platform with the applicable law, for the observance of third-party intellectual property rights. Legal Wording's liability in connection with the Digital Goods and related information is excluded.
- e) In the event of a dispute or any conflict between Author and User, such Author and User shall settle the dispute without involving Legal Wording.
- f) In the event of claims made by the User against Legal Wording and/or the Author in connection with the Digital Goods, the Author undertakes to settle such claims directly with the User, as the Author and the User are parties to a legal relationship regarding the Sale of the Digital Goods.

Legal Wording does not own, create, sell, resell, provide, control, manage, offer, provide or deliver any Digital Goods, act as an agent for Authors or Users, or participate in any relationship between Authors and Users, except as otherwise expressly provided in this Agreement.

The Author undertakes to solely settle claims of public authorities and/or claims or lawsuits of third parties against Legal Wording and/or Author and at his own expense, related to the Author's violation of exclusive and/or other rights and interests of these persons during the Sale of the Digital Goods, and in case of civil or administrative proceedings against Legal Wording to join and participate in the case on the side of Legal Wording.



- g) The Author undertakes to reimburse Legal Wording for all documented costs and/or losses incurred by Legal Wording in connection with the settlement of third party claims and/or Legal Wording's participation in arbitration and/or civil and/or administrative and/or criminal cases initiated in connection with the Author's infringement of exclusive and/or other rights and legitimate interests of third parties in the use or Sale of Digital Goods, including, but not limited to, the costs of state duties, the full cost of the services of representatives and/or experts, the amounts covering the third party losses and/or compensation to third parties, their court expenses within 10 (ten) day from the date respective claim was received.
- 12.3. If the Author assigns the rights of monetary claim under the Agreement to a third party without the written consent of Legal Wording, the Author is obliged to pay Legal Wording a penalty in the amount of the assigned debt within 7 (Seven) working days from the date of receipt of Legal Wording's demand.
- 12.4. Legal Wording has the right to unilaterally set off a counter monetary obligation in relations with the Author.
- 12.5. Regardless of the circumstances and basis of liability (claim for indemnity or liability for property losses, contract, tort (including liability for faulty damage and liability regardless of fault)) Legal Wording shall not be liable for and shall not be obliged to compensate for lost profits or lost income, including, without limitation, losses resulting from reduced or interrupted production, loss of operational capability, cost of capital, loss of interest, losses resulting from loss of information and/or data, as well as losses arising from claims of third parties under contracts between them and the Author, losses resulting from loss of hydrocarbons, loss of energy resources, power failure, voltage surges or deviations, fluctuations in current frequency. Legal Wording shall not be liable for and shall not indemnify for any fines or penalties that may arise out of or in connection with the Agreement between the Author and any third party.
- 12.6. Under no circumstances the amount of Legal Wording's aggregate liability under this Agreement, including, without limitation, liability in the form of penalties and damages, regardless of the basis of liability, including in the event of termination of the Agreement for any reason, may not exceed the limit of 1,000.00 (one) thousand roubles, at the reasonable request of the User on the basis of court ruling taken full force an effect.
- The User acknowledges and agrees that if the User makes a non-monetary claim against Legal Wording, Legal Wording is entitled to unilaterally replace such non-monetary claim of the User with the payment of compensation in the amount of 1,000.00 (one) thousand roubles as the monetary equivalent of such non-monetary claim.
- Payment shall be made to banking details provided by the User to Legal Wording.
- The obligation to pay the said amount, within the limits set forth in this paragraph, shall be the User's sole remedy and Legal Wording's sole liability.
- 12.7. Legal Wording shall be liable in connection with this Agreement only in case of its fault, proved by the court according to the rules of jurisdiction provided by this Agreement. Legal Wording shall not be liable for the action (omission) of third parties in connection with the activities of the Platform.



- 12.8. Any other liability of Legal Wording, as well as any other rights and remedies of the User, not expressly provided for by this Agreement or imperative norms of the legislation of the Russian Federation, are excluded. All penalties payable by Legal Wording under the terms of the Agreement are exclusive.
- 12.9. Any liability of Legal Wording under or in connection with this Agreement shall terminate upon deletion of User's account and/or its Digital Goods from the Platform.
- 12.10. This Article exhaustively establishes Legal Wording's and/or Author's liability for any losses and expenses, regardless of the basis on which they arise, including liability out of contract, tort (including liability for faulty damage and liability regardless of fault), making false representations, by virtue of a claim for indemnity or obligation to indemnify for property losses, warranties, and any other liability.

13. **Force Majeure**

- 13.1. Legal Wording shall be released from liability for partial or full non-performance of obligations under the Agreement if such non-performance was caused by force majeure events.
- 13.2. Force Majeure events in the context of the Agreement, include without limitation: natural disasters, natural industrial disasters, any epidemics, nuclear accidents, fires, floods, typhoons or earthquakes, the downing of an aircraft, prohibitions and restrictions contained in public acts or acts of local government, or other acts or omissions of civil or military public authorities, such as restrictions on the use of foreign currency, the cancellation or suspension of export licenses, embargo or other restrictive measures, imposed by foreign states, which due to Legal Wording opinion may lead to fines and/or other actions of state bodies inflicting damage to Legal Wording, actions or omissions of state bodies, limits or other restrictions of working force, military actions, declared or non-declared war (including civil war), special military operation, radiation or radioactive contamination, sabotage or revolution, terrorist attacks and their threat; strikes. lockouts, deficit of power and other extraordinary events which cannot be prevented by the Parties and preventing Legal Wording from fulfillment of its obligations under the Agreement.
- 13.3. In the event of Force Majeure, Legal Wording shall be entitled to appropriate amendments to the Agreement for the duration of the Force Majeure Event and its consequences. Legal Wording may withdraw from the performance of this Agreement unilaterally out of court if, in Legal Wording's reasonable opinion, it is not economically feasible to continue and/or the Force Majeure Event has lasted for more than ten (10) working days in the aggregate. Any such refusal to perform the Agreement shall not constitute or be the basis of any liability for Legal Wording.

14. **Disputes**

- 14.1. The Author undertakes to immediately notify Legal Wording of any disputes regarding the protection of rights to the Digital Goods and its components. For the purpose of possible resolution of disputes, the Author undertakes to submit to Legal Wording following available documents and information, within 5 (five) days from the date of receipt of the Legal Wording's relevant request:
 - a) information on third party copyright objects used as part of the Digital Goods, including information on the names of such objects (if applicable), their authors and copyright holders, and the extent to which such objects are used as part of the Digital Goods;



- 6) documents confirming that the Author has the rights to the Digital Goods corresponding to the rights transferred to Legal Wording under the Agreement, as well as the consents and permissions of the authors and/or titleholders of the Digital Goods necessary for the use and Sale of the Digital Goods under the terms of this Agreement, as well as the right to use trade names, object marks, service marks, commercial designations, names, images and/or other protected results of intellectual activity of third parties, placed on the Platform as a part of the Digital Goods cards.
- 14.2. In case of violation of the terms of this Agreement, the Author undertakes to immediately eliminate the violations and/or remove the relevant content and/or Digital Goods from the Platform and/or otherwise resolve the dispute on its own or at the request of the Administrator or third parties whose right has been violated.
- 14.3. Legal Wording is not a competent authority to check the information and Digital Goods published by the Author for their compliance with the current legislation of the Russian Federation, as well as for the presence of prohibitions on their distribution, since such functions can be assigned by the current legislation exclusively to competent state bodies or authorized specialized organizations and agencies.

Legal Wording reserves the sole right, if there is any doubt or assumption as to whether any information and/or Digital Goods comply with applicable law and/or this Agreement, to refuse to post the Digital Goods on the Platform and to remove them and related information, as well as block the Author's access to the Platform without giving any reason.

For the avoidance of doubt, this clause of the Agreement and its other provisions shall not be construed to impose on Legal Wording the obligation to moderate (control the content of) Digital Goods and Information posted on the Platform.

15. **Applicable Law and Dispute Resolution**

- 15.1. This Agreement shall be governed by and interpreted in accordance with the laws of the Russian Federation.
- 15.2. In case of any dispute arising under the Agreement, the authorized representatives of the Parties shall make every effort to resolve such dispute in a fair and bona fide manner within 30 (thirty) days from the date of receipt by a Party to the Agreement of a written request (claim) from the other Party, unless the imperative norms of the applicable law establish a different term. The claim shall contain the following documented information: (i) indication of the guilty violation of the applicable contractual or legal regulation; (ii) evidence of the losses incurred by the person making the claim; (iii) causal link between the illegal action (omission) of the person who caused the losses and the losses incurred; (iv) verifiable calculation of the losses incurred, taking into account the limitation of liability provided by the Agreement and/or other information and documents corresponding to the nature of the claim.
- 15.3. If the Parties fail to reach a mutually acceptable resolution of disputes in accordance with the procedure provided for in this Article, they shall be finally resolved in the Arbitration Court of the City of Moscow.



16. **Amendment and Termination of the Agreement**

- 16.1. Legal Wording has the right to unilaterally amend and/or supplement the Agreement, as well as any annexes thereto, including deleting annexes and adding new ones. The amendments and/or additions may be made both in the form of amendments/additions to the current versions of the Agreement/Annex, and in the form of adopting a new version of the relevant document (Agreement, Annex, etc.).
- 16.2. Notification of the Author about changes made to the terms of this Agreement shall be published on the website page at: https://legalwording.ru/en/legal/terms_of_use.pdf. The said changes shall be effective from the date of their publication, unless otherwise specified by in the respective publication.

The posting of amendments and/or additions to the Agreement and/or its annex on the Platform means the proper fulfilment of Legal Wording's obligation to notify the User. The User undertakes to visit the Platform to check the presence/absence of amendments or additions to the Agreement.

- 16.3. Any amendments to the Agreement and/or annexes from the date of entry into force shall apply to all Users, including those who concluded the Agreement earlier than the date of entry into force of the amendments. The User understands and agrees that such amendments and additions apply to the previously concluded Agreement without specifying in the text of amendments and additions the details of this Agreement (number and/or date of its conclusion), as well as without specifying a particular User.
- 16.4. If the User, after the entry into force of amendments and/or additions to the Agreement or its annexes, continues to exercise the rights and obligations under such agreement, namely, performs an action provided for by the Agreement or its annexes, for example, uploads information about the Digital Goods via the Platform or does not delete the Digital Goods placed by him/her from the Platform and otherwise uses the tools of the Platform, then the User's performance of such actions means that he/she agrees with the amendments and additions made by Legal Wording and that he/she acknowledges that such amendments and additions do not breach his/her rights and interests.
- 16.5. Each of the Parties has the right to unilaterally withdraw from the Agreement by deleting the User's account by the User or the Administrator. If the User's account is deleted, the User's Digital Goods shall also be deleted by the User or the Administrator.
- 16.6. Termination of the Agreement for any reason does not release the Author from fulfilment of the obligation to pay the Legal Wording Fee incurred during duration of the Agreement, as well as from liability for violations committed during duration of the Agreement.

17. **Miscellaneous**

- 17.1. **Applicability of some provisions.** Legal Wording is not a site aggregator of information about objects (services) in the sale of objects (performance of work, provision of services), as it is understood by the Law of the Russian Federation from 7 February 1992 № 2300-1 "On Protection of Consumer Rights".

Legal Wording does not sell any objects (works, services) to consumers - natural persons, therefore the provisions established by the Law of the Russian Federation dated 7 February 1992 № 2300-1 "On Protection of Consumer Rights", which establishes the rights of consumers to



purchase objects (works, services), do not apply to the relationship between Legal Wording and Users. Legal Wording provides services to Users who are not Authors free of charge.

The ability to upload, post, store, view, promote and perform other actions in relation to Digital Goods via the Internet via an IP address provided to an unlimited number of persons (Users / Authors), as well as the very fact of providing the User with access to the Platform, within the framework of this Agreement, is not any kind of sale of objects (services) remotely, including through the Internet information and telecommunications network, on the territory of the Russian Federation.

Accordingly, the provisions of Article 497 of the Civil Code of the Russian Federation, as well as Article 26.1 "Remote method of sale of goods" of the Law of the Russian Federation dated 7 February 1992 No. 2300-1 "On Consumer Rights Protection" and the Rules for the sale of objects under a retail sale agreement, the list of durable objects that are not covered by the consumer's requirement for the gratuitous provision of an object possessing the same basic consumer properties, for the period of repair or replacement of such an object, and the list of non-food items of appropriate quality that are not subject to exchange, as well as amendments to certain acts of the Government of the Russian Federation (Decree of the Government of the Russian Federation dated 31 December 2020 No. 2463), do not apply to the relationship between the User and Legal Wording.

- 17.2. **Term.** The Agreement shall be deemed concluded in simple written form in Moscow for a term equal to 1 (one) calendar year in accordance with Articles [432](#) - [436](#), Articles [438](#) - [444](#) of the Civil Code of the Russian Federation. If the User does not delete his/her account or Legal Wording does not delete the User's account, this Agreement is automatically extended for one more calendar year ("**Renewal**"). There is no limit to the number of Renewals.
- 17.3. **Notices.** All written demands and/or notices and/or claims against Legal Wording shall be sent to the e-mail address: support@legalwording.ru or by available tools of the Platform. All written demands and/or notices and/or claims against the User shall be sent to the User's e-mail provided by the registration or in the User's Personal Account (if applicable). The Parties agree to conduct official communication in electronic form.
- 17.4. **Confidentiality.** The terms and conditions of the Agreement concerning the amount and procedure of remuneration payment, as well as other information and documents provided by the Parties to each other in the course of execution of the Agreement constitute confidential information and shall not be disclosed to third parties without prior written consent of the other Party, as well as in cases expressly provided for by the current legislation of the Russian Federation. This provision shall be valid during the term of this Agreement and two years after its termination.
- 17.5. **Survival Provisions.** Upon termination of this Agreement, any provision which by its nature or terms should continue in effect shall survive such termination or expiration.
- 17.6. **Severability of Provisions.** Should one or more provisions of this Agreement become invalid or unenforceable in whole or in part, the remaining provisions shall remain in force. Legal Wording shall have the right to replace the invalid or unenforceable provisions with new provisions as closely as possible consistent with the meaning and purpose of the invalid or unenforceable provisions.



- 17.7. **Language.** This Agreement, as well as the interface of the Platform, including without limitation, the format of writing the prices of Digital Goods, are made in the Russian language. Possible translations into English and/or other foreign languages are for information purposes only and have no legal effect. In case of contradictions between the text in Russian and the text in a foreign language, the text in Russian shall prevail.
- 17.8. **Entirety of Agreement.** This Agreement, together with any other related documents, constitutes the entire agreement between the Parties with respect to its subject matter and may be amended as provided herein.
18. **Requisites**

Sole Proprietor Kopytov Ilya Vladimirovich

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Appendices:

Annex 1 [Policy of legal wording regarding the processing of personal data \(privacy policy\)](#)

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