

Russian Federation, Moscow

[Ver. as of July 20, 2021]

1. GENERAL TERMS AND CONDITIONS

- 1.1. The present Terms of Use (hereinafter – **“Terms”, “these Terms”**) determines the terms of using the website’s materials, services, as well as all intellectual property located at: <https://bonabyte.net> (hereinafter – **“The Website”**) by the Users.
- 1.2. The present Terms are considered equivalent to the contract made in written and is a contract of adhesion according to the article 428 of the Civil code of the Russian Federation which comes into force from the moment of acceptance of its’ terms and conditions via performing actions stipulated by these Terms.
- 1.3. Information is to be posted on the Website on behalf of Bonabyte, LLC (PSRN 1197746713020, TIN 7724495142, RRC 772401001, registered address: 115034, Russia, Moscow, Kaspiyskaya str., h. 22, bld. 1/5, floor 4, premises VIII; room 13, office 55) (hereinafter – **“The Copyright Holder”, “Company”**).
- 1.4. The Copyright Holder reserves the right to amend, to add or to cancel at any time any provision of the present Terms without notifying the User.
- 1.5. The acceptance of these Terms and amendments to them is defined by continuation of the Website’s and Program-planner usage by the User.
- 1.6. User is personally liable for checking the present Terms with respect to any changes within it.
- 1.7. The usage of the Website’s services and materials is to be regulated by the existing law of the Russian Federation.
- 1.8. The present Terms is made and posted in Russian and English. In case of conflict in interpretation of terms and conditions of the present Terms the Russian version shall prevail.

2. DEFINITIONS

- 2.1. **The Copyright Holder** – a legal entity who made the offer.
- 2.2. **The User** – a capable individual associated with provision of medical / veterinary services, who has access to the Website via the Internet and who has entered into these Terms by acceptance under the terms and conditions contained in the offer.

- 2.3. **Program-planner** – 3D software for surgical planning, design and printing of individual implants and instruments for bone surgery "BonaPlanner", developed by the Copyright Holder, available for download on the Website.
- 2.4. **The Offer** – the present Terms posted online in English at the address: <http://bonabyte.net/Terms-of-use.pdf>
- 2.5. **The Acceptance** – a full and complete acceptance of the Offer by performing action stipulated in the clause 4.1. of the Terms.
- 2.6. **The Content** – the information presented in text, graphic, audio and visual (video) formats on the Website, which is its content, as well as all intellectual property of the Copyright Holder posted on the Website. The Website Content including its' interface is created by the Copyright Holder in order to facilitate the Website's functioning.
- 2.7. **The simple (non-exclusive) license** – the User's non-exclusive right to use the results of intellectual activity stipulated in the clause 3.1. of the Terms with reservation of the Copyright Holder's right to grant licenses to third parties.
- 2.8. **The Application** – duly completed User's request for the purpose of: registering on the Website and downloading the Program-planner; receiving feedback from the Copyright Holder on issues of cooperation, its business activity and services, as well as on other issues.

3. SUBJECT OF THE TERMS

- 3.1. These Terms determine the terms and conditions for the use of the Website and the Program-planner by the User.
- 3.2. The Website is an interactive platform that informs the User about the activity and services of the Copyright Holder on the implementation and installation of equipment for 3D printing in medical institutions, as well as on other issues related to Copyright Holder activity. The Website provides the User with the opportunity to register and gain access to the Program-planner.
- 3.3. Provided the User fulfills the terms and conditions of the Terms, he or she is granted the simple (non-exclusive) license for using the Website and Program-planner to such extent and in such manner stipulated by the present Terms with no right to substitute or to grant sublicenses to third parties.
- 3.4. The User can use the services of the Website via personal computer or a mobile phone. The User can get access to the Program-planner after registering on the Website and downloading the program to a personal computer. Access to the Program-planner is carried out through the Internet.

4. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 4.1. The Acceptance (of the Offer) is defined by performing one of the following actions by the User:
 - 4.1.1. visiting the Website;
 - 4.1.2. submitting an Application to the Website;
 - 4.1.3. using of the Program-planner.
- 4.2. By performing an action for accepting the Offer, the User guarantees that he or she has acknowledged and fully and completely agreed with the Terms and is obliged to comply with them.
- 4.3. The User hereby confirms that the acceptance is considered equivalent to the signing and making of these Terms under the terms stipulated hereto.
- 4.4. The Offer comes into force from the moment of its publishing on the Internet at the address stipulated at the clause 2.4., and is valid until the moment of its revoking.
- 4.5. The Terms can be accepted exceptionally as a whole. After accepting the Terms by the User it obtains the legal force of the contract made between the Copyright Holder and the User, and such contract shall not be drafted in paper form signed by both parties.

5. ORDER OF DRAWING UP THE APPLICATION

- 5.1. The Application can be drawn up by the User personally through the registration form on the Site, in which the User is invited to indicate some information about himself: last name, first name, patronymic, contact phone number, e-mail, country, city, specialization, company or place of work.
- 5.2. The User shall get acquainted with the present Terms and the Privacy Policy of the Copyright Holder before submitting the Application.
- 5.3. After completing the Application, the User gets access to the Program-planner of the Copyright Holder. After downloading it, the User can start using it in the amount and on the terms stipulated by these Terms.

6. TERMS AND ORDER OF USING THE PROGRAM-PLANNER AND THE WEBSITE

- 6.1. In accordance with these Terms the Copyright Holder grants the User the right to use the Program-planner on a free, simple (non-exclusive) license for the duration of the exclusive right to the Program-planner in the following manner:
 - 6.1.1. To reproduce the Program-planner wholly or partially by recording into the memory of a personal computer, limited by the right to install, copy and run the Program-planner in one copy, provided for personal use.
- 6.2. The User has no right to execute actions listed below when using the Program-planner:

- 6.2.1. to register or use the Program-planner on its own behalf as the Copyright Holder;
 - 6.2.2. to distribute or bring the Program-planner to the public in any way that gives third parties the actual opportunity to reproduce the Program-planner in whole or in part;
 - 6.2.3. to modify or otherwise process the Program-planner, including translating into other languages;
 - 6.2.4. to open, decompile, decode, decrypt, disassemble or unload any source code from the Program-planner;
 - 6.2.5. to remove, modify or hide any copyright notices for the Program-planner;
 - 6.2.6. to use any components, files, program modules, audiovisual content or other parts of the Program-planner separately from the program.
- 6.3. In accordance with these Terms the Copyright Holder also grants the User the right to use the Program-planner on a free, simple (non-exclusive) license in the following manner:
- 6.3.1. to use the Website for viewing, familiarizing, completing the Application and realizing of other functionality of the Website.
- 6.4. The User has no right to execute actions listed below when using the Website, as well as any component parts of the Website:
- 6.4.1. to copy, to distribute, to duplicate, to publish or to redesign in any manners the Website's information and materials without the Copyright Holder's prior written consent;
 - 6.4.2. to amend, to copy or to redesign the Website in any manner including to translate to other languages;
 - 6.4.3. to breach the security system or to perform any actions aimed at hacking or deactivating of technological means of protection; to use any program codes designed for altering, deleting, damaging, imitating or breaching the Website, transferred information or protocols;
 - 6.4.4. to disrupt the Website's functioning;
 - 6.4.5. to track or to try to track any information about any other User of the Website;
 - 6.4.6. to use the Website and its Content for any purposes prohibited by the law of the Russian Federation as well as to incite to any illegal activity or other activity violating the Copyright Holder's rights or the rights of other parties.
- 6.5. Any other rights not given to the User explicitly in accordance with the present Terms are to be reserved by the Copyright Holder.
- 6.6. The Website and the Program-planner are provided for use without any warranties of the Copyright Holder for eliminating defects, operational support and upgrading.

- 6.7. The Copyright Holder does not bear responsibility for external sources visited and used by the User the links to which can be contained on the Website.
- 6.8. The User is solely responsible for determining whether the Program-planner is suitable for its intended use.
- 6.9. The User agrees that the Copyright Holder does not bear any responsibility and liabilities in connection with advertising, which may be presented on the Website.
- 6.10. The User agrees not to take any actions that may be evaluated as the ones violating the law of the Russian Federation or norms of international law, including in the sphere of intellectual property, author and/or neighboring rights, universal moral principles and generally accepted rules, as well as other actions which leads or may lead to the Website and Program-planner malfunctioning.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The Copyright Holder is obliged to:

- 7.1.1. Within 30 calendar days from the moment of receiving the User's correspondent written notification to eliminate on its own and at its own expense the Website's defects identified by the User, such as:
 - incompliance of the Website's Content to the data stipulated in the clause 3 of the Terms;
 - presence of materials prohibited to distribution by the law on the Website.
- 7.1.2. To refrain from any actions which can cause trouble for the User in realizing his or her granted right on using the Website and the Program-planner within the limits settled by the Terms.
- 7.1.3. To provide information for all questions concerning the Website's operation via e-mail: info@bonabyte.net.
- 7.1.4. To ensure confidentiality of information entered by the User when using the Website and the Program-planner.

7.2. The User is obliged to:

- 7.2.1. Use the Website and the Program-planner only within limits and by means which are stipulated in the Terms.
- 7.2.2. Provide real and not fictional data when drawing up the Application. In the event of revealing the misrepresentation, and if the Copyright Holder has its own doubts in the reliability of the data (including the case when provided contact information happens to be fictional), the Copyright Holder has the right to terminate the Terms.

- 7.2.3. Specify the following information when drawing up the Application: surname, name, patronymic, contact phone number, contact e-mail, country, city, specialization, company or place of work.
- 7.2.4. Strictly comply with and not to violate these Terms.
- 7.2.5. Refrain from copying in any manner, as well as from altering, adding to, distributing the Website, the Website's Content (or any of its' part), the Program-planner, as well as to refrain from creating derived objects on its basis without the Copyright Holder's prior written consent.
- 7.2.6. Not to use any devices or computer programs to interfere or to try to interfere into the Website's and the Program-planner's normal functioning.
- 7.2.7. Inform the Copyright Holder immediately about all facts of the Website's and the Program-planner's illegal use known to the User.
- 7.2.8. Use the Website without violation of property and/or personal non-property rights of the Copyright Holder and third parties, as well as limits and prohibitions set by the applicable law, including without limitation the right for brand name, the right for trade name, copyright and neighboring rights, the right for trademarks, service marks and appellations of origins, rights for industrial designs, rights for using images of people.
- 7.2.9. Prevent materials of illegal, obscene, defamatory, compromising, threatening, pornographic, hostile, as well as materials containing harassments and race and ethnic discriminations, calling for the commission of acts that may be considered a criminal offense or constitute a violation of any law, as well as considered inadmissible for other reasons, materials promoting the cult of violence and cruelty, materials containing strong language from being posted.
- 7.2.10. Fulfill other obligations stipulated by these Terms.

7.3. The Copyright Holder has the right to:

- 7.3.1. Suspend or to block the User's access to the Website and the Program-planner provided the Copyright Holder reasonably believes that the User conducts illegal activity.
- 7.3.2. Block the User in case of violation of these Terms.
- 7.3.3. To unilaterally amend the Terms by issuing its new versions.
- 7.3.4. Temporary stop the Website as well as to partly or wholly limit the access to the Website and to the Program-planner until the necessary technical maintenance and / or modernization of the Website is done. The User has no right to demand reimbursement for such temporal stop of providing services or limitation of the Website's accessibility.

7.4. The User has the right to:

- 7.4.1. Use the Website and the Program-planner in manner and within limits stipulated by the Terms.
- 7.4.2. The User has no right to give consent for fulfilling the Terms if he or she has no legal right to use the Website and the Program-planner in the country where he or she stays or lives, and if he or she is under the age of concluding these Terms.

8. PERSONAL DATA AND PRIVACY POLICY

- 8.1. In order to fulfill the Terms the User agrees to submit and gives his or her consent for personal data processing on terms and for purposes of proper fulfillment of the Terms. "Personal data" is personal information which the User personally submits in order to make an acceptance.
- 8.2. The Copyright Holder processes the User's personal data in accordance with the Federal Law dated 27.07.2006 № 152-ФЗ "About personal data" and the Privacy Policy, located at the address: <http://bonabyte.net/Privacy-policy.pdf>.
- 8.3. The Copyright Holder guarantees the confidentiality in respect of the User's personal data.
- 8.4. The User's personal data received by the Copyright Holder are not to be disclosed except cases stipulated by the Privacy Policy.

9. LIABILITIES OF THE PARTIES

- 9.1. The Parties are liable for non-fulfillment or improper fulfillment of their obligations in accordance with the Terms and the law of the Russian Federation.
- 9.2. The Copyright Holder does not bear any responsibility for compliance of the Website and the Program-planner to purposes of its use.
- 9.3. The Copyright Holder does not bear responsibility for technical faults in the Website's and the Program-planner's functioning. Along with that the Copyright Holder is obliged to take any reasonable measures to prevent such faults.
- 9.4. The Copyright Holder does not bear responsibility for any of the User's actions connected with the use of the granted rights for using the Website and the Program-planner; for any kind of damage borne by the User due to the loss and/or disclosure of his or her data or during using the Website and the Program-planner.
- 9.5. Supposed the User violates the present Terms or the existing law (including the Copyright Holder's rights for intellectual property), the User shall bear responsibility to the Copyright Holder stipulated by the existing law.

10. DISPUTES SETTLEMENT

- 10.1. In case any disputes or differences arise between the Parties of the present Terms, a submission of written claim (a written offer of voluntary settlement) shall be an obligatory condition before applying to the court. The text of a submitted claim to the Copyright Holder shall contain: surname, name, patronymic; information confirming the participation of the User in relations with the Copyright Holder or information in other manner confirming the fact of interaction between the User and the Copyright Holder; the citizen's signature (or his or her representative).
- 10.2. Time allowed for consideration of a claim letter is 30 business day from the day of receiving the letter by the addressee.
- 10.3. Provided the dispute fails to be settled voluntary, any Party has the right to apply to the court for protection of its' rights which were granted by the existing law of the Russian Federation.

11. MISCELLANEOUS

- 11.1. A new version of the Terms comes into force from the moment of its posting in Russian and English on the Website.
- 11.2. Provided the User does not agree with the Terms, he or she shall not use the Website and the Program-planner.
- 11.3. Communication (sending letters/requests/claims) between the Copyright Holder and the User can be made via e-mail and/or via sending registered letters with return receipt by Russian Post. The Copyright Holder's e-mail: info@bonabyte.net.
- 11.4. The present Terms are drawn up in accordance with the law of the Russian Federation. In case of alteration the law of the Russian Federation the present Terms shall be brought into compliance with the existing law within one week from the date of coming into force of such alterations.