

USER AGREEMENT

Using the service which is a site available on the Internet under a unique domain name of cgport.com (hereinafter– the Site) the Internet user unconditionally agrees with this user agreement (hereinafter– the Agreement) that regulates the rules of the Site use, the procedure of adding information on the Site, differentiation of responsibilities of the Site users. The Site is intended for creation/downloading of the 3D models of the interior provided on the Site. All paid services of the Site are regulated by the offer – the license agreement on the use of the Site content which is the integral part of the Agreement.

1. TERMS AND DEFINITIONS

- 1.1. According to the text of the Agreement, and also in connection with the relations between the Site Administrator and the Internet users who visited the Site the following terms and definitions are used.
 - 1.1.1. **Administrator** –the individual, the representative of the Site owner having the authority to adjust any information on the Site, to make decisions on complaints of users. The administrator is guided in the activity by inner conviction and is not responsible for actions of the Site users, as well as does not check first the published materials of the Site users. Communication with the Administrator is performed by e-mail at the address – _____.
 - 1.1.2. **Content** – the results of intellectual activity making online Site content (texts, photos, video and so forth), including models and interior scenes in 3D (hereinafter — 3D models) placed into the backup.
 - 1.1.3. **Visitor** – the individual who visited the Site, but has not passed the procedure of registration on the Site. The Visitor is able only to view the webpages of the Site which are publicly available.
 - 1.1.4. **User** – the capable individual who has passed the procedure of registration on the Site, or the representative of the legal entity registered on the Site under the terms established by the separate agreement, possessing civil legal capacity, capable to acquire the civil rights and to perform legal responsibilities in its own name under the law of the Russian Federation and to act as the Agreement party.
 - 1.1.5. **3D scene** — set of two and more 3D models provided on the Site united in integrated object.
- 1.2. The site belongs to Sidzhiport limited liability Company (BIN 1146196007396, ITN 6163158034).
- 1.3. Other terms used in the Agreement and/or in the relations following from it are subject to interpretation in accordance with the legislation of the Russian Federation, and in case of absence of their interpretation in the legislation – in accordance with the business practice and the scientific doctrine.

2. REGISTRATION ON THE SITE. USER ACCOUNT

- 2.1. Use of the Site in any manner and in any form within its functional options and destination, including registration and/or authorization on the Site, surfing webpages, posting or displaying on the Site of any Content, other use of functional options of the Site, makes the contract under the terms of the Agreement in accordance with articles 428, 437, 438 of the Civil code of the Russian Federation.
- 2.2. Registration on the Site means actions of the Site Visitor related to provisioning the following data: the name, e-mail and independently selected password.
- 2.3. The User shall provide accurate registration information about himself and support this information in the actual status, otherwise the Administrator has the discretion to refuse to register the Visitor or to delete the corresponding account.
- 2.4. The User shall not use on the Site, including in the login, trademarks (service marks) the rights on which he has not. The Administrator has the right to prohibit the use of certain logins, URL

addresses, and also to establish additional requirements to them (length, allowed characters, etc.).

- 2.5. The User agrees to use the account personally. Transfer of access to the account to third parties is prohibited.
- 2.6. The User shall notify immediately the Administrator of any unauthorized (not permitted by the User) access to the User account and/or on any violation (suspicions about violation) confidentiality of the means of access to the account. For safety reasons, the User shall perform safe completion of work under his account at the end of each Site session. The Administrator is not responsible for possible loss or damage of data, as well as other consequences of any nature that can happen if the User violates the terms of this point of the Agreement.
- 2.7. The User has the right to delete the account independently at any time.

3. GENERAL TERMS OF THE SITE USE

- 3.1. When using the Site, the User shall comply with the Agreement, with all its integral parts, including the current legislation of the Russian Federation and international agreements.
- 3.2. The User who downloads the Content has no right to sell it, to modify, and to distribute, getting profit or not, without complying with this point. In particular, the User is prohibited:
 - 3.2.1. To create digital products for resale or freeware distribution in which the file loaded from the Site is the basic (holds the dominant position for the product) and/or gives to such product commercial value, and also influences outer look of the original file (downloaded from the Site).

The User has the right to use Content for commercial purposes only under following terms:

- 3.2.2. To use 3D models and 3D scenes for visualization of the commercial projects.
- 3.2.3. Received when using the 3D models downloaded from the Site, images and/or videos in which there is the 2D image of the 3D model or 3D scene, are allowed to publish in any mass media. It is authorized to distribute the specified images, both for the purpose of getting profit, and without that.
- 3.2.4. The received images are allowed to distribute in order to obtain benefit and without that provided that the file received by means of the Site will be used to create a product in the real world (not digital) which will be resold or distributed.
- 3.3. The User has the right to one sale of the image of the collage (projects) received by means of the Site services, to one buyer without resell right.
- 3.4. It is allowed to publish images of the received collages in any mass media, on the Internet, etc.
- 3.5. It is forbidden to use images of the 3D models provided on the Site, for the User who has not purchased the paid subscription on the Site, such User is also forbidden to use images of 3D models and 3D scenes for websites content, it is forbidden to use images of 3D models and 3D scenes for commercial purposes.
- 3.6. In case of obtaining the paid subscription the User has the right to use images of the 3D models and 3D scenes received by means of the Site for commercial purposes. After purchasing the paid subscription, the User receives the electronic receipt on payment, confirming the fact of payment of the right to use the images of 3D models and 3D scenes for commercial purposes.

The User shall study the current version of the Agreement timely and independently. In case of disagreement of the User with the current version of the Agreement, the User is obliged to stop use of the Site.
- 3.7. Downloading on the Site personal information in the course of use of the Site, including the personal data, the User gives to the Administrator the unconditional consent with processing of his personal data on the Site. The Administrator does not perform collecting, systematization and storage of the User personal data for personal reasons. More details about the order of personal data processing are specified in the document "Data Usage Policy" which is the integral part of the Agreement.
- 3.8. Being registered on the Site, the User agrees to receive electronic mailings of the Site (including advertising messages). The User can independently set up possibility of such mailings shutdown in the account.

- 3.9. The User shall not use possible errors of the Site program part for the purpose of receipt of benefit over other Users of the Site. The User shall report about all errors revealed by him on the Site to the Administrator.
- 3.10. The User is responsible for the security of the account, and is obliged to undertake independently the measures ensuring its security.
- 3.11. The Administrator is not responsible for possible loss or damage of data, and also other consequences of any character which can happen if the User violates the Agreement.
- 3.12. The User realizes and agrees that he shall estimate independently all risks connected with use of the Site including reliability assessment, completeness or usefulness of information published on the Site.

4. USE OF THE DIGITAL SIGNATURE

- 4.1. Any actions of the User with use of login and User password to the account or the personal e-mail address of the User (the key of the digital signature) specified on the Site confirms the fact of forming of the simple digital signature directly by the User.
- 4.2. The electronic documents signed with the simple digital signature are recognized as equivalent to the paper documents signed with the handwritten signature.
- 4.3. The User shall observe confidentiality of the digital signature (not to transfer the login and the password or to provide access to the e-mail to the third parties), and is completely responsible for its safety and individual use, independently selecting the method of their storage and restriction of access to them.
- 4.4. In case of unauthorized access to login and password, their loss or disclosure to third parties the User shall report about it to the Administrator without delay by sending an e-mail from the e-mail address specified in the account.

5. LIABILITY LIMIT

- 5.1. The User understands and agrees that all the Site services are provided "as is" and that the Administrator is not responsible for any delays, failures, incorrect or untimely delivery, deletion or failure to store any User personal and other information.
- 5.2. The User agrees that the Site corresponds to User requirements at the time of adoption of the Agreement and will correspond to them later, the results which can be received with use of the Site, will be accurate and reliable and can be used for any purposes or in any capacity (for example, to establish and/or confirm any facts).
- 5.3. The Site Services may contain links to other Internet resources. The User hereby agrees that the Administrator shall not be responsible for availability of these resources and for information placed on them as well as for any consequences connected with use of these resources.
- 5.4. Under no circumstances the Administrator or his representatives are not responsible to the User or to any third parties for any indirect, accidental, unintentional damage, including the lost profit or the lost data, damage to honor, dignity or business reputation caused in connection with use of the Site, the Site content or other materials to which the User or other persons got access by means of the Site even if the Administrator warned or pointed to possibility of such damage.
- 5.5. Taking part in the event information about which is published on the Site, including transferring the Companies the requested information necessary for participation in the related event, the User agrees that the organizer is responsible for quality, timeliness, integrity of the event execution. Anyway, the User has the right to send the complaint to the Administrator who within the competence and in the terms specified in the Agreement shall react to such complaints, take possible measures on the Site, however, the Administrator is not responsible for actions of the event organizer.
- 5.6. Anyway responsibility of the Administrator according to article 15 of the Civil code of the Russian Federation is limited to 10 000 (Ten thousand) rubles of the Russian Federation and entrusted to him in the presence of guilt in his actions.

6. CONFIDENTIALITY

- 6.1. The confidentiality term extends to all that information which the Administrator can receive about the User during his use of the Site and which in principle can be correlated with this specific User. This agreement also extends to partner sites of the Portal.
- 6.2. The User is independently responsible for security (resistance to guessing) of the means selected by him to access the account, and also independently provides their confidentiality.
- 6.3. The Administrator has the right to give personal information about the User to the third parties only if:
 - The User showed willingness to disclose this information;
 - without it the User will not be able to use completely the certain service of the Site;
 - it is demanded by the Russian legislation, regulations of international law and/or authorities in compliance with the legal procedure;
 - The User violates the Agreement and/or the current legislation of the Russian Federation, and disclosure of information allows stopping such violation.

7. INTELLECTUAL PROPERTY

- 7.1. All objects on the Site, including design elements, the text, graphic images, illustrations, video, the computer programs, databases, and other objects are objects of exclusive rights.
- 7.2. The User is granted the personal non-exclusive and non-transferable right to use the Site software, on the same device provided that neither the User, nor any other persons with assistance from his side will copy or modify the software; create derivative works based on the software; enter the software to obtain program codes; sell, assign, lease, transfer to third parties in any other form of the rights concerning the software provided to the User under the Agreement and also to modify services, including for the purpose of obtaining unauthorized access to them.
- 7.3. Claims from the third parties to the Administrator upon violation of any property and personal non-property rights of authors and right holders, due to allocation by the User of any Content, the User shall settle independently and at his own expense, as well as compensate to the Administrator all costs and losses incurred due to such violations.
- 7.4. In case of detection on the Site of violation of the rights to objects of intellectual property, the certain owner in the pre-judicial order shall send to the Administrator the application. If the application is made by the authorized person, the copy of the document (in the written or electronic form) confirming his powers is applied to the application.
- 7.5. In case of incomplete data, inaccuracies or errors in the application the Administrator has the right to send to the applicant within 24 hours from the moment of its receipt the notification to clarify the information provided. The above notification can be sent to the applicant once. Within 24 hours from the moment of its receipt, the applicant takes the measures aimed at completion of missing data, elimination of inaccuracies and errors and sends to the Administrator the specified data.
- 7.6. Within 24 hours from the moment of receipt of the application or the data specified by the applicant (in case of having sent the notification to the applicant) the Administrator deletes from the Site objects of intellectual property the rights on which were violated.
- 7.7. If the Administrator has the proofs confirming legitimacy of placement on the Site the information containing object of the author's and (or) related rights, the Administrator has the right not to take measures to remove such information at the request of the User, and sends to the applicant the relevant notification with enclosure of these proofs.

8. FINAL PROVISIONS

- 8.1. The Administrator has the right to make changes to the Agreement at any time and unilaterally. When changes are made the date of the last update is specified in the actual edition. New edition of the Agreement becomes effective from the moment of its location on the Site unless otherwise provided by new edition of the Agreement.
- 8.2. To the relations between Users arising in connection with use of the Site the law of the Russian Federation is applicable.
- 8.3. In case of violation of the Agreement and/or the current legislation of the Russian Federation, and/or international law, the person who revealed the violation fact shall report immediately the

violation to the Administrator by e-mail. The Administrator examines reports on the violations committed on the Site within 48 hours of their receipt. During consideration of the report on violation the Administrator has the right to request from the User who addressed with the complaint the information, copies of documents confirming or refuting guilt of the User in violation.

Integral parts of the Agreement are:

- 1) "Data Usage Policy", link to the current version:<http://cgport.com/en/about/documents/>
- 2) "Cookies Usage Policy ", link to the current version:<http://cgport.com/en/about/documents/>
- 3) "Offer" (the license agreement on the use of the Site content).

Previous versions of the document: from May 16, 2016. valid until: July 1, 2017

The valid of this document: until the December 31, 2018