

ProAgro Lectorium User Agreement

This Agreement is a public offer that defines the conditions for the use of materials and services available at the internet website: <https://lectoriy.phosagro.ru>, by visitors and users of this website (hereinafter referred to as the Website).

1. General provisions and legal status of the User Agreement

1.1 In this Agreement, the following terms have the following meaning:

“Company”, **“We”**, **“Our”**, **“Us”**, **“Administration”** or any other similar derivatives (depending on the context) means: Joint Stock Company "Apatit", including all its separate business units (INN/OGRN 5103070023; 1025100561012), address: 162625, Russia, Vologda region, Cherepovets, Severnoye shosse, 75.

“Website Content” means all items made available or posted by the Company and/or third parties (with the permission of the Company) on the Website, including design elements, text, graphics, illustrations, virtual objects, videos, programs, music, sounds, information, notifications and any other similar items, selections or combinations thereof.

“Platform” software and hardware integrated with the Website of Administration;

“Website Software” means software developed by the Company (and/or third parties on behalf of the Company) for the Website, including, but not limited to, all software, scripts, codes (HTML codes), programs, etc.

“User”, **“You”**, **“Your”**, or any other similar derivatives (depending on the context) means the person who (1) uses the Website and has access to the Services; and (2) gave their consent to comply with the rules for using the Website set out herein by filling out the Website’s registration form, reading the text of the Agreement, and clicking on the “Registration” button.

“Services” means collectively the Application Content and Website software.

“In-app purchase” means the User receiving, for a fee, additional features and/or functionality for the Website and/or purchasing any virtual goods/services within the Website.

“Credentials” – a set of user data necessary for their authentication and provision of access to their personal information and settings on the website.

“Website of Administration / Website” means the website located at: lectorium.phosagro.com

“Service” – a set of services provided to the User via the Platform.

“Agreement” – this agreement including all additions and amendments.

The User shall carefully read the terms of this User Agreement, which constitutes a public offer in accordance with Article 437 of the Civil Code of the Russian Federation. By completing the registration procedure, the User accepts the terms of the User Agreement in full, without any reservations or exceptions. If the User disagrees with any of the provisions of the User Agreement, the User has no right to use the Website (and shall delete their account).

1.2. Legal status of the User Agreement

1.2.1. By this User Agreement (hereinafter referred to as the UA), the Website Administrator determines the procedure for using the Website, including the procedure for posting information on the Website by the Administration and Users. This UA constitutes a legally binding agreement between the User and the Website Administration, the subject of which is the provision by the Website Administration to the User of access to the Website and its functionality. The agreement between the User and the Administration also includes all specific documents regulating the provision of access to specific functionality of the Website, located in the relevant sections of the Website.

1.2.2. The UA also applies to relations concerning the rights and interests of third parties who are not Users of the Website, but whose rights and interests may be affected as a result of the actions of Users of the Website.

1.2.3. This UA may be changed or supplemented by the Website Administration unilaterally without any special notice. The new edition of the UA comes into force and becomes mandatory for all Users from the date of its posting on the Website, unless otherwise provided by the new edition of the UA. This UA is an open and publicly available document. The current version of the UA is posted on the Internet at <https://lectorium.phosagro.com/legal/>. The Website Administration recommends that Users regularly check the terms of this UA for changes and/or additions. Continued use of the Website by the User after changes and/or additions are introduced to this UA means the User's acceptance and consent to such changes and/or additions. Ignorance of the provisions of the User Agreement, appendices, amendments and/or additions to it does not relieve the User from liability for their violation.

1.2.4. The User acknowledges and agrees that the Website and its functionality may contain advertisements, and that the presence of such advertisements is a necessary condition for using the Website and its functionality. The User acknowledges that the Administration does not bear any responsibility for the content of such advertising, as well as for the possible consequences for the User arising as a result of the specified placement of advertising.

2. Website Administration

2.1. The Administration is the administrator of the domain name lectorium.phosagro.com and the owner of the Website, that is, the person establishing the procedure for using the Website, including the procedure for posting information on the Website by the Administration and Users. In addition to the information, materials and data of the Administration, the Website includes information, materials and data provided, posted and/or distributed by third parties (Users, advertisers, etc.). The Website administrator is not responsible for information published by Website Users.

2.2. With regard to the operation and development of the Website, the Administration is guided by the laws of the Russian Federation, this UA and other specific documents that have been developed or can be developed and adopted by the Website Administration in order to regulate the provision of Users with access to certain functionality of the Website.

3. Registration on the Website. User Status

3.1. By registering on the Website, the User confirms that they have the necessary legal capacity and authority to accept this UA, are able to follow its terms and conditions and bear responsibility for violation of this UA, including for legal relations arising as a result of using the Website.

3.2. Registration and Use of the Website is a free and voluntary action of the user.

3.3. To register on the Website, the User shall go through the following procedure:

3.3.1. Fill out the registration form on the Website.

In the process of filling out the registration form, the User provides the following data:

email address, mobile phone number, full name, independently selects its own password necessary and sufficient for subsequent access to the User's account on the Website. The user is responsible for the accuracy, relevance, completeness and compliance with the laws of the Russian Federation of the information and data provided during registration, as well as for their purity from claims of third parties.

The Administration does not in any way verify the information provided by the User.

3.4. The user does not have the right to transfer their login and password to third parties, and bear full responsibility for their safety, independently choosing the method of storing them.

3.5. Unless and until the User proves otherwise, any actions performed using their login and password are considered to have been performed by the corresponding User. In case of unauthorized access to login or password, personal account, personal page of the User and/or distribution of the login and password, the User shall immediately notify the Website Administration about this by email content@phosagro.ru

3.6. The Administration has the right to send informational and advertising messages to the User, provided that consent is obtained in a manner that complies with the requirements of the law, or provided that the User has not refused to receive such messages.

4. Responsibilities of Website Users

When using the Website, the User shall:

- 4.1. comply with provisions of current laws of the Russian Federation, this UA and other specific documents of the Administration posted on the Website;
- 4.2. provide reliable, complete and up-to-date data during registration, and ensure that they are updated;
- 4.3. inform the Website Administration about unauthorized access to the account and/or unauthorized access and/or use of the User's password and login;
- 4.4. not provide other Users with access to own account or to specific information contained therein if this may lead to violation of the laws of the Russian Federation and/or this UA or specific documents.

Website Administration;

- 4.5. not post or make available on the Website information and items (including links to them) that may violate the rights and interests of other persons;
- 4.6. before posting information and objects of intellectual property (including, but not limited to, images of other persons, other people's texts of various contents, audio recordings, etc.), first assess the legality of their placement;

5. The user is prohibited

When using the Website, it is prohibited for Users to:

- indicate during registration or subsequently enter knowingly false or fictitious information about themselves, in particular, someone else's first or last name, age, email address, etc., register as a User on behalf of or instead of another person ("fake account") or register a group (association) of persons or legal entity as a User;
- mislead Users regarding their identity by using the login and password of another registered User;
- reproduce, duplicate, copy, transfer or resell access to the Website for any purposes, except in cases where such actions were expressly permitted to the User in accordance with the terms of a separate agreement with the Administration;
- in any way, including, but not limited to, by deception, abuse of trust, hacking, etc., attempt to gain access to the login and password of other Users;
- collect personal data of other Users for the purpose of their subsequent processing, i.e. performing actions (operations) with personal data, including their collection, systematization, accumulation, storage, clarification (updating, changing), use, distribution (including transfer), depersonalization, blocking and destruction;
- post or make available on the Website personal or contact information of other Users or other persons without their prior consent;
- post on the Website images of other persons without their prior consent, except in cases provided for by law; and/or images of other objects without the prior consent of their copyright holders or other legal representatives;
- post on the Website copies of legally protected results of intellectual activity or parts thereof if the User does not have the corresponding exclusive or non-exclusive rights to such use;
- carry out mass mailings of messages to other Users of the Website without their consent;
- carry out actions aimed at destabilizing the functioning of the Website, attempt unauthorized access to Website's administration section or its other restricted sections (sections where access is allowed only to Administration or moderators), as well as carry out any other actions that may be regarded as a network attack;
- upload, store, publish, distribute and provide access to or otherwise use viruses, trojan horses and other malicious programs;

- use automated scripts (programs) without special permission from the Administration to collect information on the Website and/or interact with the Website and its functionality;
 - use the Website in any way other than through the interface provided by the Website Administration, except in cases where such actions were expressly permitted to the User in accordance with a separate agreement with the Administration;
 - decompile, disassemble or otherwise attempt to extract the source code of the software that is an element of the Website;
 - post, upload, store, publish, distribute and provide access to or otherwise use any information and materials that:
 - are illegal, harmful, threatening, insulting morality, honor and dignity, rights and legally protected interests of third parties, slanderous, violating exclusive, copyright and any other property rights and material benefits, promoting hatred and/or discrimination against people based on race, ethnicity, gender and social characteristics, containing scenes of violence or inhumane treatment of animals, promoting religious, racial or ethnic hatred, containing threats and insults, discrediting other persons, violating the rights of citizens to private life or public order, being obscene, insulting, violating generally accepted rules and regulations prohibited by law, etc.;
 - are spam, fraudulent in nature,
 - affect any patent, brand names, trademarks, trade secrets, copyrights and related rights of third parties;
 - contain materials that the User does not have the right to make available by law or under any contractual relationship;
 - contain restricted information, including, but not limited to, state and commercial secrets, information about the private life of third parties;
 - contain information of an advertising nature, including materials that may be regarded as advertising of alcohol and drugs, tobacco products, etc.;
 - contain computer codes designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs for unauthorized access, as well as serial numbers for commercial software products, logins, passwords and other means for gaining unauthorized access to paid resources on the Internet;
 - contain links to resources with such content that does not comply with current laws, as well as links to other websites if they are not directly related to the topic of publication or discussion between Users;
 - contain obscene words and expressions;
 - contain public calls for actions aimed at violating the territorial integrity of the Russian Federation;
 - contain public calls for extremist activities;
 - violate any other rights and interests of citizens and legal entities or legal requirements;
 - in the opinion of the Administration, does not correspond to the purposes of creating the Website, infringes on the interests of Users, or for other reasons is undesirable for posting on the Website.
- The User undertakes not only not to post the above information on the Website, but also not to send such information and/or links to such information anywhere via the Website.

6. Terms of use of the Website

6.1. Exclusive rights to the site belong to the Company. Within the framework established by this UA, as well as the requirements of the current laws of the Russian Federation, the user has the right to use the information posted on the Website for the following purposes: training and advanced training when watching educational video lectures and related content materials; searching for work or internships. No results of intellectual activity (RIA) can be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in part without the prior permission of the Administration.

6.2 The User has the right to use the Website's RIA in the ways described in this UA throughout the Russian Federation, as well as other territories where they are available as part of the normal operation of the Website.

6.3 When posting any materials/information on public areas of the Website, the User thereby automatically grants the Administration (or confirms that the owner of such materials has provided the Administration) a free, permanent, irrevocable, non-exclusive right (non-exclusive license) in all countries of the world for the entire period of copyright protection of such right provided for by the laws of the Russian Federation in relation to such materials, to use the materials for any purposes and by any means, including those provided for in Article 1270 of the Civil Code of the Russian Federation. The Website Administration has the right to transfer the rights specified in this clause to third parties. In this case, no additional formalities, including those in writing, are required to confirm that the User has granted the above rights to the Administration.

By accepting the terms of this UA and by using the Website, the User agrees that when posting Content, the User does not become a co-author of the Website and waives any claims to such authorship in the future.

7. Personal data

7.1 By accepting the terms of this Agreement, the User agrees to the processing (including transfer) of their personal data by the Administration, in accordance with the conditions specified in the Consent to the processing of personal data, located at <https://lectorium.phosagro.com/legal/>

7.2 When using the Website / We Study platform (WEBINAR TECHNOLOGII LLC, INN 7707340808, registration address: 127055, Moscow, Priyutsky lane, 3, building 1) to take additional vocational education courses (VEC), watch training lectures, the Administration receives the personal data generated as a result of knowledge testing conducted on the Website/platform.

7.3 When using the "Career Path" service on the platform/Edvika website (LLC "WAY" INN 9725029959, registration address: 115470, Moscow, st. Novinki, 15, apt. 30) The Administration transfers the following personal data: Full name, email address, place of study, and also receives from the platform/Website the results of knowledge testing, which the user takes after viewing the training materials.

7.4 The user is given the opportunity to create a CV. When creating a CV, the user agrees with the processing of the personal data that they have specified (full name, date of birth, telephone number, residence address, email address, profession, information about education, including additional professional training, work experience, additional skills) in order to provide assistance in employment, in accordance with the conditions specified in the Privacy Policy. The user agrees that their data in the form of a CV may be transmitted to potential employers for the above purpose. You can opt out of such data transfer in your personal account settings.

8. Liability

8.1. The User bears responsibility as provided for by laws of the Russian Federation for disclosure (violation of confidentiality) of information, i.e. performing actions as a result of which information, access to which is limited in accordance with the law (personal data of any third parties, state, official, commercial secrets, professional secrets, etc.), becomes known to unauthorized persons without the consent of its owner, for the illegal use of intellectual property (works of science, literature, art, computer programs and databases, phonograms, etc.), including by posting their copies or parts on the Website or on other resources on the Internet, as well as for violation of any other rights and legitimate interests of third parties.

8.2. The User is personally responsible for any information that they post (upload or otherwise make available to the public) using the Website, including, but without limitation: for the content of materials and their compliance with legal requirements, for violation of the rights of third parties to information posted by the User, for compliance with the provisions of this UA.

The User does not have the right to upload, transmit or publish information on the Website if they do not have the appropriate rights to perform such actions, owned, acquired or transferred to them in accordance with the laws of the Russian Federation.

In the event that the User causes damage to third parties, other Users and/or the Website/Administration resulting from violations by the User of this UA and/or current laws, including laws on intellectual property, protection of honor and dignity, the User undertakes to compensate third parties, other Users and/or the Administration for the damage caused in full in accordance with current laws of the Russian Federation.

8.3. To avoid misunderstandings, the User should take precautions when downloading materials from the Website or when clicking on links posted on it, and using any files, including software. The Website Administration strongly recommends using only licensed software, including anti-virus software.

By using the Website, the User agrees that they download any materials from the Website or via the Website at their own risk and bear personal responsibility for the possible consequences of using these materials, including for damage that this may cause to the User's computer or third parties, for loss of data or any other harm.

8.4. The Administration is not responsible for information posted by Users on the Website, including in the Comments section.

The Website Administration provides EXCLUSIVELY the technical ability to use the Website by Users to post their information in the comments section of the Website.

The Administration does not pre-moderate or censor User comments.

The Administration takes actions to protect the rights and interests of individuals only after receiving an appropriate request sent from the interested party to the Website Administration in the prescribed manner. A person who believes that their rights and interests have been violated by information posted on the Website shall send a reasoned claim to the Administration with the presentation of comprehensive evidence of ownership of the rights to the relevant materials and/or other data and information on the essence of the violation of rights. The relevant information/material will be immediately withdrawn from public access at the request of the legal copyright holder or another person whose rights or legitimate interests were affected by the posting of information. The Administration is not responsible for the User's violation of this UA and reserves the right, at its own discretion, as well as upon receiving information from other Users or third parties about the User's violation of this UA, to change (moderate) or delete any information published by the User that violates the prohibitions, established by this UA (including personal messages), suspend, limit or terminate the User's access to all or any of the sections or functionality of the Website at any time for any reason or without explanation, with or without prior notice.

The Administration reserves the right to delete the User's personal account and/or suspend, limit or terminate the User's access to any of the functionality of the Website without any notification to the User if the Administration discovers that, in its opinion, the User poses a threat to the Website and/or its Users. The Website Administration implements the measures described above in accordance with applicable law and is not responsible for the possible negative consequences of such measures for the User or third parties.

8.5 The Website Administration has the right to:

- in case of violation by the User of the terms of this UA or current laws of the Russian Federation, transfer contact details, IP addresses and any other information about such User to interested parties based on an appropriate request;
- change the Website or part of it, as well as close or suspend the operation of the Website without notifying Users;
- suspend the User's access to the Website to carry out the necessary scheduled maintenance or repairs of technical resources;

8.6. Third Party Websites and Content.

The Website contains (or may contain) links to other websites on the Internet (third party websites), as well as articles, photographs, illustrations, graphics, music, audio, video, information,

applications, programs and other Content belonging to or originating from third parties (Third Party Content), which is the result of intellectual activity and is protected in accordance with the laws of the Russian Federation.

Links or guides for downloading files and/or installing third-party programs posted on the Website do not imply support or approval of these actions by the Administration.

If the User decides to leave the Website in favor of third-party sites, or use or install third-party programs, they do so at their own risk and from that moment on, this UA does not apply to the User. In further actions, the User should be guided by the applicable rules and policies, including the business practices of those persons whose Content he intends to use.

8.7 Under no circumstances will the Company or its representatives be liable to the user or to any third parties:

(1) for any indirect, incidental, unintentional damage, including lost profits or lost data, harm to honor, dignity or business reputation, caused by the use of the Website or the content, services or other materials posted on it that the user or other persons have accessed by using the Website, even if the company has warned or indicated the possibility of such harm; and

(2) for the actions of other users, for user content posted by users, for goods/services provided by third parties or other users (even if accessed via the Website) to which the user has access; and

(3) in cases expressly provided for by the terms of this Agreement or the norms of current laws.

The Company is not responsible for any direct or indirect damage that occurred through no fault of the Company, including, but not limited to, as a result of:

- use or inability to use the website
- unauthorized access to the Personal Account and/or the User's personal information and/or confidential information;
- statements or conduct of any third party in the Application.

8.8. The Company's liability is limited to actual damage; lost profits and indirect losses are not subject to compensation.

9. Notices to Users

9.1 The User acknowledges that its agreement with the Internet service provider, mobile network provider/network operator (hereinafter referred to as the “**Provider/Operator**”) shall apply to the User's use of this Website. The User also acknowledges that the Provider/Operator may charge the User from time to time for data transfer services when using certain functions of the Website, as well as any other fees and charges arising in connection with such transfer and for which the User agrees to be responsible. If the User is not the payer of the Provider's/Operator's bills on the smartphone or other device used to access the Website, it is assumed that such User has received permission from the bill payer to use the Website. The Company is not responsible for the User's debt to the Provider/Operator arising as a result of using the Website.

9.2 The User is the only responsible person for checking and monitoring compliance of the use of the Website with the technical features/capabilities of a smartphone or other device and/or other restrictions that may be applicable to the User and/or their device by third parties, including the Internet provider/telecom operator. The Company is not responsible for impossibility to use the Website on the user's device, if the Application does not comply with the technical features/capabilities of the device and (or) due to restrictions imposed by third parties.

10. Dispute Settlement

10.1. In the event of any disputes or disagreements related to the execution of this Agreement, the User and the Company shall make every effort to resolve them through negotiations between each other. If disputes are not resolved through negotiations, disputes shall be resolved in the manner established by current laws of the Russian Federation.

11. Final Provisions

11.1. Unless otherwise expressly stated in the provisions of this Agreement or directly follows from the norms of current laws, the law of the Russian Federation applies to the terms of this Agreement.

11.2. If one or more terms of this Agreement have lost their legal force or are declared invalid under applicable law, the remaining terms of the Agreement do not lose their force and continue to operate as if the term declared invalid did not exist at all.

11.3. Access to the Website and its Services is provided to the User "as is". We do not promise, guarantee, or imply that the Services and the Website may or may not suit your needs, goals, expectations, and therefore we do not guarantee any specific results or consequences resulting from your use of the Website and its Services.