

User Agreement for UrbanTransportData Web Application

1. General Provisions

1.1. The Moscow Order of Lenin and Order of the Red Banner of Labor Metro Named After V.I. Lenin State Unitary Enterprise (hereinafter – SUE Moscow Metro, Administrator) offers Internet users (hereinafter – Users) access to the functionality of the UrbanTransportData website (available at urbantransportdata.ru), including its pages and integrated backend components (hereinafter – Website), under the terms of this User Agreement (hereinafter – Agreement).

1.2. Pursuant to Articles 426 and 428 of the Civil Code of the Russian Federation (hereinafter – Civil Code of the RF), this Agreement constitutes a public adhesion contract. The Agreement becomes effective upon the User's acceptance of its terms through the procedure outlined in Clause 2.3.

1.3. Website usage is governed by this Agreement and the Privacy Policy regarding the processing and protection of Users' personal data (hereinafter – Policy), available at: urbantransportdata.ru.

1.4. Key terms used in this Agreement:

- 1.4.1. Registration – the process of a Website User providing identification information, including personal data, enabling account creation and subsequent access to Website functionality within the limits established by this Agreement, following authorization on the Website.
- 1.4.2. Authorization – confirmation by the User of the information specified during registration on the Website, carried out by entering the unique identifier (login) and password specified during registration into the corresponding form on the Website, as a result of which the User is granted access to the Website's functionality within the limits established by this Agreement.
- 1.4.3. Content – information and materials, including, but not limited to, design elements, text, graphic images, artistic and audiovisual works, computer programs, databases, musical compositions, sounds, and other objects (their parts) posted on the Website.
- 1.4.4. User – a legally competent natural person exercising and having access to the Website by means of the Internet.
- 1.4.5. Representative – a User acting on behalf of Partners.
- 1.4.6. Partners — legal entities, state (municipal) bodies, or other organizations that have joined the UrbanTransportData project in accordance with its program, the terms of which are posted on the Internet at urbantransportdata.ru.

2. Subject of the Agreement

2.1. Under this Agreement, SUE Moscow Metro grants Users the right to use the Website under a gratuitous simple (non-exclusive) license via methods accessible to Users in accordance with the User category defined in accordance with Section 3 of this Agreement.

2.2. Exclusive rights to the Website belong to SUE Moscow Metro.

2.3. By commencing use of the Website, the User is deemed to have fully accepted the terms of this Agreement and the Policy without any reservations or exceptions. If the User disagrees with any provisions of the Agreement and/or Policy, they are not authorized to use the Website.

3. Website Usage Procedure

3.1. The methods of Website usage available to a User are determined in accordance with their User category under this Section of the Agreement. User categories include:

3.1.1. Unauthorized User.

3.1.2. Authorized User.

3.1.3. City.

3.1.4. City Administrator.

3.2. A natural person using the Website without completing the Authorization procedure is a User of the Website of the Unauthorized User category. Users of the Website of the Unauthorized User category are entitled to use the Website in the following ways:

3.2.1. Viewing information on the Website in the About the Project, Participating Cities, News, Public Reports sections of the Website, to the extent provided for Users of the Website of the Unauthorized User category.

3.2.2. Registration on the Website by providing: email address, surname, first name, patronymic, workplace and/or educational institution, country and city of residence, as well as granting consent to the processing of the User's personal data.

3.2.3. Sending requests to restore access to the Website by indicating an email address for previously registered but non-authorized Users.

3.2.4. Other methods permitted by the Website Administrator for Unauthorized Users. The list of Website usage methods outlined in this Section may be unilaterally modified by the Website Administrator.

3.3. A natural person using the Website and having completed the Authorization procedure is a User of the Website of the Authorized User category. The indication of the User's personal data for Authorization purposes, as well as in the User's profile on the Website, is carried out provided that such person grants consent to the processing of personal data on the Website in accordance with the Policy. Users of the Website of the Authorized User category are entitled to use the Website in the following ways:

3.3.1. Using the methods specified in Clause 3.2.1 of the Agreement, to the extent provided for Users of the Website of the Unauthorized User category. Additionally, Users of the Authorized User category may view the Website's dashboards on general indicators.

3.3.2. Viewing and editing data in the User's profile. In the event of a change to the email address, the User must confirm the new email address.

3.3.3. Saving information posted in the Public Reports section.

- 3.3.4. Submitting requests to change the password required for Authorization on the Website.
- 3.3.5. Other methods permitted by the Website Administrator for Users of the Authorized User category. The list of available Website usage methods specified in this Section may be unilaterally modified by the Website Administrator.

3.4. Representatives may be granted access to the Website's functionality under the City User category by the Website Administrator. Representatives who are granted access to the City User account by the Website Administrator enter data into the User profile independently. Users of the Website of the City category are entitled to use the Website in the following ways:

- 3.4.1. Using the methods specified in Clause 3.3.1 of the Agreement. Viewing and searching information posted on the Website in the About the Project, Participating Cities, News, Public Reports, Research sections, as well as information displayed on the Website's dashboards, is fully accessible to Users of the City category.
- 3.4.2. Viewing and editing data in the User's profile. In the event of a change to the email address, the User must confirm the new email address.
- 3.4.3. Using the methods specified in Clause 3.3.3 of the Agreement, including the ability to save information posted in the Research section.
- 3.4.4. Viewing the Website's forum, searching the forum, creating and commenting on forum threads, and uploading files within the scope of the relevant forum thread.
- 3.4.5. Viewing profiles of other Users of the Website belonging to the City and City Administrator categories.
- 3.4.6. Other methods permitted by the Website Administrator for Users of the City category. The list of Website usage methods specified in this Section may be unilaterally modified by the Website Administrator.

3.5. Representatives may be granted access to the Website's functionality under the City Administrator User category by the Website Administrator. Representatives who are granted access to the City Administrator User account by the Website Administrator enter data into the User profile independently. Users of the Website of the City Administrator category are entitled to use the Website in the following ways:

- 3.5.1. Using the methods specified in Clause 3.4 of this Agreement.
- 3.5.2. Adding information to the Website in the News section regarding the city represented by the Partner, as well as viewing news added by the User.
- 3.5.3. Adding information to the Website in the statistical information section (City Statistics) regarding the city represented by the Partner.
- 3.5.4. Adding, editing, and deleting information on the Website in the Research section regarding research conducted by the Partner, gaining access to information posted by other Users in the specified section, granting access to other Users to information posted by the User in the specified section.

- 3.5.5. Other methods permitted by the Website Administrator for Users of the City Administrator category. The list of Website usage methods specified in this Section may be unilaterally modified by the Website Administrator.
- 3.6. The Website Administrator is SUE Moscow Metro. The Website Administrator is entitled to:
 - 3.6.1. Post information on the Website in all sections of the Website, delete and edit such information, including published news, closed research, statistical data in closed periods, and other information posted on the Website.
 - 3.6.2. Establish restrictions on the use of the Website for all Users, or for specific categories of Users, including: presence/absence of certain Website functions, maximum number of messages that can be sent or received by one User, maximum message size, maximum number of requests to the Website over a specified period of time, maximum storage period for information posted by Users, special parameters for information posted by Users, etc.
 - 3.6.3. Send informational messages to Users (including via email and phone numbers provided by Users during authorization and/or in the User profile), including informational messages about the Website's operation, conducting surveys on Website-related topics, etc. The User has the right to opt out of receiving these messages at any time by sending a written notification to the Website Administrator via email, the address of which is specified on the Website, while the User independently bears the risk of consequences of such refusal, including restrictions on the use of certain services and sections of the Website (if their use requires sending messages to the User).
 - 3.6.4. Unilaterally modify the list of available Website usage methods for each category of Website Users.
 - 3.6.5. Perform other functions necessary for the proper operation of the Website.
- 3.7. When using the Website, Users are not entitled to:
 - 3.7.1. Upload, send, transmit or in any other way post and/or distribute content that is illegal, harmful, defamatory, offends morality, demonstrates (or promotes) violence and cruelty, violates intellectual property rights, promotes hatred and/or discrimination against people based on race, ethnicity, gender, religion, social status, contains insults directed at any persons or organizations, contains elements (or promotes) pornography, child erotica, represents advertising (or promotes) sexual services (including under the guise of other services), explains the procedure for manufacturing, using or otherwise utilizing narcotic substances or their analogues, explosives or other weapons.
 - 3.7.2. Violate the rights of the Website Administrator, other Users or third parties, including minors, and/or cause them harm in any form.
 - 3.7.3. Impersonate another person or representative of an organization and/or community without sufficient rights to do so, as well as apply any other forms and methods of illegal representation of other persons on the network, and also mislead the Website Administrator and other Users regarding the properties and characteristics of any subjects and objects.

- 3.7.4. Upload, send, transmit or in any other way post and/or distribute advertising information not specifically authorized, spam (including search spam), lists of other people's email addresses, pyramid schemes, multi-level (network) marketing (MLM) systems, internet earning systems and e-mail businesses, chain letters, as well as use the Website to participate in these activities or to redirect to pages of other domains.
- 3.7.5. Upload, send, transmit or in any other way post and/or distribute any materials containing viruses or other computer codes, files or programs designed to interrupt, 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 and programs for their generation, logins, passwords and other means for obtaining unauthorized access to paid resources on the Internet, as well as posting links to the above information.
- 3.7.6. Unauthorized collection, storage, use, transmission of personal data of other persons, including passing off personal data of third parties as one's own.
- 3.7.7. Assist actions aimed at violating the restrictions and prohibitions imposed by the Agreement.
- 3.7.8. Take actions, leave comments and records that may be considered as violating Russian legislation or norms of international law, including in the field of intellectual property, copyright and/or related rights, generally accepted norms of morality and ethics, as well as any actions that lead or may lead to disruption of the normal operation of the Website.
- 3.7.9. Quote materials (Content) of the Website without providing a link to the Website.
- 3.7.10. Otherwise violate the norms of legislation, including norms of international law.

4. Warranties and Liability

- 4.1. SUE Moscow Metro is not responsible for the content and relevance of information posted by Users on the Website.
- 4.2. By using the Website, the User acknowledges and accepts potential risks and possible consequences of such use. SUE Moscow Metro does not assume any responsibility, including for the Website's suitability for the User's purposes.
- 4.3. SUE Moscow Metro does not guarantee that: the Website meets/will meet the User's requirements; the Website will function continuously, quickly, reliably, and without errors; results that may be obtained using the Website 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); the quality of any product, service, information, etc., obtained using the Website, will meet the User's expectations.
- 4.4. The User is solely responsible for the possible consequences of using any information accessed through the Website, including damage that this may cause to the User's or third parties' software and hardware, data loss, or any other harm.
- 4.5. SUE Moscow Metro is not responsible for third-party information, including its completeness and accuracy, which the User accesses using the Website, as well as for visiting and using external resources that may be linked on the Website.

4.6. The User is solely responsible to third parties for their actions related to the use of the Website, including if such actions lead to violation of rights and legitimate interests of third parties, as well as for compliance with legislation when using the Website.

4.7. The User is solely responsible for the compliance of the content and volume of Content posted by the User on or through the Website with the requirements of current legislation, including liability to third parties in cases where the User's posting of certain Content or the content of the Content violates the rights and legitimate interests of third parties, including personal non-property rights of authors, other intellectual property rights of third parties, and/or encroaches on their intangible assets.

4.8. The User guarantees that:

4.8.1. Information and materials included in the Content do not violate the rights of third parties, and that they are not aware of such violations or accusations of such violations.

4.8.2. Information and materials included in the Content do not contain information about citizens and legal entities that violates their non-property rights and/or defames their honor, dignity, or business reputation, as well as information that does not correspond to reality.

4.8.3. The publication and (or) further use of images of citizens (including their photographs, works of fine art in which they are depicted) contained in the Content is carried out in accordance with the applicable provisions of the legislation of the Russian Federation, in particular, in accordance with Article 152.1 of the Civil Code of the Russian Federation.

4.8.4. The use of Content by SUE Moscow Metro does not violate intellectual and other rights of third parties, including authors (rights holders) of intellectual property objects included in the Content.

4.9. If the User's violation of the Agreement's terms results in losses for SUE Moscow Metro (including expenses for payment of penalties), the User is obliged to compensate them at the request of SUE Moscow Metro.

5. Rights to Content Posted on the Website, and Requirements for Content Posted by Users

5.1. Content posted and available on the Website, in the form of information and materials, including but not limited to design elements, text, graphic images, artistic and audiovisual works, computer programs, databases, musical works, sounds, and other objects, are respectively objects of exclusive rights of SUE Moscow Metro, Users, and other rights holders.

5.2. The use of Content, as well as any other elements of the Website, is possible only within the functionality according to the user web interface of the Website. No elements of the Website's content, as well as any Content posted on the Website, can be used in any other way without the prior permission of the rights holder. Use includes, but is not limited to: reproduction, making copies, processing, distribution on any basis, communication to the public, display in a frame, etc. Exceptions are cases expressly provided for by the legislation of the Russian Federation or the terms of this Agreement.

5.3. The User acknowledges and agrees that SUE Moscow Metro is not obliged to review Content of any kind posted and/or distributed by the User through the Website, and also that SUE Moscow

Metro has the right (but not the obligation) at its discretion to refuse the User to post and/or distribute Content, or to delete any Content that is available through the use of the Website. The User understands and agrees that they must independently assess all risks associated with the use of Content, including assessing the reliability, completeness, or usefulness of this Content.

5.4. The User understands and agrees that the technology of the Website may require copying (reproduction), distribution, and communication to the public of the User's Content by SUE Moscow Metro, as well as processing of Content by SUE Moscow Metro to meet the technical requirements of the Website.

5.5. By posting Content on the Website, the User grants SUE Moscow Metro the right to use the Content on a royalty-free basis under a non-exclusive license for the entire duration of the User's exclusive rights within the territory of the Russian Federation, by any means, including but not limited to:

- reproduction, i.e., making one or more copies of the work or its part in any material form, including in the form of sound or video recording, making in three dimensions one or more copies of a two-dimensional work and in two dimensions one or more copies of a three-dimensional work, including when recording the work on an electronic medium;
- distribution, by sale or other alienation of the original or copies, including the sale of printed products or electronic copies of the work;
- public display of the work, i.e., any demonstration of the original on the website and other services of the Contractor;
- communication of the work to the public in such a way that any person can access the work from any place and at any time of their own choice (communication to the public);
- import of the original or copies of the work for distribution purposes;
- rental of the original or a copy of the work;
- public performance of the work, i.e., presentation of the work in live performance or by means of technical devices (television and other technical means), as well as showing an audiovisual work (with or without sound accompaniment) in a place open to free attendance, or in a place where a significant number of persons not belonging to the ordinary family circle are present, regardless of whether the work is perceived at the place of its presentation or showing or elsewhere simultaneously with the presentation or showing of the work;
- broadcasting, i.e., communication of the work to the public by radio or television, except for communication by cable. Communication means any action by which the work becomes accessible for auditory and/or visual perception, regardless of its actual perception by the public. When communicating works by satellite broadcasting, broadcasting means the reception of signals from a ground station to a satellite and the transmission of signals from the satellite, by which the work can be communicated to the public, regardless of its actual reception by the public. Communication of coded signals is recognized as broadcasting if decoding means are provided to an unlimited circle of persons by the broadcasting organization or with its consent;
- cable communication, i.e., communication of the work to the public by radio or television via cable, wire, optical fiber, or similar means. Communication of coded signals is recognized as cable communication if decoding means are provided to an unlimited circle of persons by the cable broadcasting organization or with its consent;
- retransmission, i.e., reception and simultaneous broadcasting (including via satellite) or cable communication of a complete and unchanged radio or television program or its essential part, communicated by air or cable by a broadcasting or cable broadcasting organization;
- translation or other processing of the work. Processing of a work means the creation of a derivative work (adaptation, screen version, arrangement, staging, and the like). Processing (modification) of a computer program or database means any changes to them, including the translation of such a program or database from one language to another, except for adaptation,

- i.e., making changes made solely for the purpose of functioning of the computer program or database on specific technical means of the user or under the control of specific user programs;
- practical implementation of an architectural, design, urban planning, or landscape gardening project.

6. Final Provisions

6.1. This Agreement and the Policy may be amended by SUE Moscow Metro at any time without any special notification to the Users. The current version of the Agreement is posted at urbantransportdata.ru. The new version of the Agreement comes into force from the moment of its publication on the Internet at the address specified in this clause, unless otherwise provided by the new version of the Agreement. The User bears the risk of not familiarizing themselves with the new version of the Agreement and/or Policy, and continued use of the Website after changes to the Agreement and/or Policy is considered as their full acceptance of the new version without reservations, exceptions, or modifications.

6.2. In case of disagreement with the new version of the Agreement and/or Policy, which is an offer to amend the Agreement, the latter is considered terminated from the moment the Website Administrator receives the User's notification about this, and the User's rights to use the Website are terminated. In this case, the User is obliged to refuse access to the Website and cease using the Website.

6.3. If for any reason one or more provisions of the Agreement are declared invalid or unenforceable by a court, this does not entail the invalidity or inapplicability of other provisions of the Agreement.

6.4. Inaction on the part of SUE Moscow Metro in case of violation of the Agreement's provisions by the User does not deprive SUE Moscow Metro of the right to take appropriate actions in defense of its interests later, and does not mean that SUE Moscow Metro waives its rights in case of subsequent similar or related violations.

6.5. All disputes between Users and SUE Moscow Metro related to the conclusion, execution, and termination of the Agreement shall be resolved in court at the location of SUE Moscow Metro.

6.6. This Agreement is drawn up and posted in Russian and English. In case of discrepancies in the interpretation of this Agreement, the provisions in Russian should be considered applicable.