

Terms of Use of the portal and the platform «Rightech IoT Cloud (RIC)»

This document is an agreement (the "Agreement") governing the relationship between LLC «KOMNET» (hereinafter – «Company») and the Users of the Portal and the Platform «Rightech IoT Cloud (RIC)» (hereinafter – «Users») in accordance with their access to **the portal and the platform «Rightech IoT Cloud (RIC)»** (hereinafter – «Platform»), and delivery of products and solutions related to this Platform under the following conditions:

1. REGULATION OF THE USE OF THE PLATFORM. PROCEDURE FOR CONCLUDING THE AGREEMENT

1.1. The rules for using the Platform and Services available through the Platform are set forth in the following documents:

- Present conditions.
- User Agreement.
- Privacy Policy of the Company.

Hereafter, the above documents are collectively referred to as «Applicable rules».

The provisions of this Agreement shall apply to the relations of the Parties with respect to the use of the individual Services, unless other rules are expressly provided by the relevant agreement on the use of the Service. By accepting the terms of this Agreement, the User agrees to the terms and conditions of the individual Services which are deemed to have been entered into between the User and the Company since the User began using the relevant Service.

1.2. The applicable rules (this Agreement, as well as the agreements on the use of individual Services) also contain provisions that are binding on Users (hereinafter the End User Rules). The User shall ensure that End Users are familiar with the said rules and shall be responsible for their compliance by End Users.

1.3. In each access to and/or actual use of the Platform or any of the Services, the User agrees to the terms of this Agreement, as well as the relevant agreement on the use of the Service, in revisions that were in force at the time of actual use of the Platform and/or the Services.

1.4. The applicable rules may be modified by the Company at any time without any prior notice to the User. Any such changes shall take effect on the day following the date of publication of such changes on the website. The User shall independently check the Applicable Rules for changes. Failure by the User to perform actions to familiarize itself with the Applicable Rules and/or the amended revision shall not constitute grounds for the User's failure to perform its duties related to the Use of the Platform and individual Services. User may refuse to accept changes and additions to the Applicable Rules, which means User's refusal to use the Platform and/or the relevant Services.

2. TERMS AND DEFINITIONS

Website - an Internet website located at <https://rightech.io/>, providing the User with access to the Platform and various services. The Company shall post on the website information binding on the Users.

Platform - a computer program accessible to the User through the Website and operated by the Company (hereinafter referred to as - a computer program), which allows the User, in accordance with the terms of the Agreement, to create and delete Projects, create and delete Accounts for Project Users within the framework of such Projects, as well as provide access and restrict access of such Users to the selected Services.

The Service - is a Platform software module that enables you to implement within the framework of the Platform certain functionality that is provided by the Company or Partners. By granting the User the right to use any Service does not depend on granting access to other Services.

Company - Limited Liability Company «KOMNET» (PSRN 1167746472794,13 Rusakovskaya St., et. 8, room. XXI/31, Moscow, 107140), which provides the User with services to provide access to the Platform and Services.

Partner - means the person with whom the Company has entered into an Agreement to enable the User to use the Services and/or services of the Partner through the Company Platform.

User - a natural or legal person who has visited the Website and/or has begun interaction with the Platform in any form.

The Personal Account of the User - is a closed area of the Platform that allows the user to manage settings, edit the User Account, access statistics data, as well as perform other actions necessary to implement the functionality of the Platform and individual Services.

An object - is an entity in the platform created by the User, which contains information about the user's device (ID, name, description, etc.). Data from the user device enters the platform and is correlated by these parameters.

License - a subscription with parameters that specify the number of Objects that may be included in it: the subscription payment period, and other parameters associated with the Objects. There can be reimbursable and free Licenses. The specific type of license depends on the available functionality and the set of Objects.

Active License - Paid License. With the Active License, the subscription is activated, the funds for granting the License are debited in accordance with the set date of debit.

Inactive License - the License is cancelled or unpaid after the expiration date.

Limits - restrictions on the Object (by the number of messages per day, by the number of started machines) or restrictions on other entities of the platform. The restrictions are defined by the License.

Locked Object - an Object that is not allowed to connect to the platform. No operation is available to it except for the deletion and change of the License.

Payment Period - the period of time during which Users pay for granting them a paid License.

3. SUBJECT OF THE AGREEMENT

3.1 In order to use all the features of the platform, the User shall create an account using email, google-account or github-account.

3.2. Under the terms of the Agreement, if there is a connection to the Internet, the Company provides the User with access to the Platform, which allows the User to use the User's Personal Account to gain access to the Platform Services 24 hours a day, unless otherwise provided by the Applicable Rules.

3.3. The right to use the Platform and Services provided by the Company shall be free of charge, unless otherwise provided by the relevant agreements on the use of individual Services.

3.4. The Platform and Services provided by the Company shall be operated and maintained by the Company and the Partner Services by the respective Partners. The use of the Platform and Services by the User is carried out in an interactive (online) mode by connecting these persons via the worldwide Internet to the Website. The Company shall hold the necessary amount of rights to the Platform and Services provided by the Company, as well as to all its elements taken individually and in aggregate. The right to use the Partner Services shall be granted to the User by virtue of the agreements concluded between the Company and the Partners.

3.5. The Company shall make commercially reasonable efforts to ensure that the Platform and the Services provided by the Company operate 24 hours a day, but shall not guarantee that there are no interruptions due to technical malfunctions, preventive work or guarantee the full or partial operability of their individual elements. Agreements on the use of individual services may provide for conditions on guarantees of the service level. The Company does not guarantee that the Platform, Services or any of its elements will operate at any particular time in the future or that they will not cease to operate. The Company shall not be responsible for the quality and functioning of the Services provided by the Partners.

3.6 The Company shall not be responsible for any problems with the Facilities resulting from the Platform's performance.

3.7. The functions of the Platform, Services, including all scripts, content, individual elements and the design of the Platform and Services are provided "as they are." The Company does not provide any assurance that the Platform, Services or elements thereof may be suitable for specific use purposes. The Company cannot and does not promise any specific results from the use of the Platform, the Services and their individual elements.

4. TERMS AND PROCEDURES FOR USER USE OF THE PLATFORM

4.1. The User of the Project accesses the Platform after registration. Creation of the account of the User is carried out by specifying the e-mail address as the login of the User of the Project and clicking on the link received by the User on his e-mail to confirm creation of the account. The User shall be authorized on the Platform within the framework of his account by entering the login (his e-mail address) and password specified at registration.

4.2. The Project User may be authorized on the Platform through the Website, as well as by using the mobile application for the relevant Service, if such possibility is provided by the Platform functionality and Project settings. The person authorized on the Platform shall be deemed to be the proper owner of the relevant account, access to use and management of which was obtained as a result of such authorization.

4.3. Authorization of the Project User on the Platform means the consent of such person to the Rules for end users.

4.4. The rights and obligations of the Project User using a separate Service are defined in this Agreement, as well as in the agreement on the use of the corresponding Service.

4.5. When using the Platform and Services, the User shall:

- comply with the provisions of the End User Rules without restriction;
- to take appropriate measures to ensure the security of the Personal Account and prevent any unauthorized access to it by third parties (in particular, to ensure that the password is not stored in the browser, including when using cookies, when third parties may use the User's computer device).
- comply with all instructions and instructions of the Company. If the User fails to comply with such instructions, the Company shall have the right to suspend, restrict, terminate the User's access to the Platform, Services or their separate functions;
- upon the Company's request to confirm the credentials specified in the Account of the User;
- periodically review the content and monitor changes to the End User Rules.
- create, delete and interact with User objects using Platform functionality.
- comply with other requirements and perform other obligations stipulated by the End User Rules.

5. FREE AND PAID FEATURES OF THE SERVICE

5.1. A free Basic License is available to the User, the restrictions of which are reflected on the Company's Website. The parameters of the Basic License may be changed at the Company's initiative; the Company shall inform Users by email OR through the Platform interface about the changes that have occurred.

5.2. The User can also use paid types of Licenses. The functionality and cost of such Licenses can be found in the parameters of the User's Personal Account. The User may choose the Payment Period from the following options: 1, 3, 6 and 12 months. Upon payment, the License enters Active License mode.

5.3. The User may and is eligible to choose the type of License for his Objects. If the License limits do not correspond to the Object, then it will not be possible to obtain the right to use this type of License.

5.4. Licenses may differ in the set of Platform features available to the User.

- 5.5. The User may change the paid Active Licenses in his sole discretion. At the same time, changes in the License affect its cost:
- If an excess payment is required, the License type will change when the missing difference is paid. If payment has not been made within the specified period, changes to the License shall not apply.
 - If no excess payment is required, the type of License shall be changed immediately after the corresponding decision of the User, which is expressed in actions to change the type of License in the Account of the User. The changed License settings apply as soon as you change it.
 - If any Object belonging to the Active License does not meet its parameters, changes to the License cannot be accounted for.
- 5.6. The User shall independently monitor the information in Personal Account about the License status (Payment Period, Subscription Cost, list of available privileges).
- 5.7. Use of the Service is possible only if you have access to the Internet. The user independently receives and pays for such access on the terms and according to the rules of his telecom operator or Internet access provider.
- 5.8. Lock Objects. The Company shall decide to lock the User's objects in accordance with the Accepted Rules. The object is locked in this status in the following cases:

The license has expired or has not been paid. In this case, the Object will be locked until the License that belongs to the Object becomes Active License.

The Object violates the License Limits. Each License has its own parameters, in case of some violations, the object is blocked for a limited time (until the end of the day by UTC + 0).

- 5.9. Notification of blocking of Objects shall be made via email or Platform interface.

6. LIMITS OF PLATFORM USE AND INDIVIDUAL SERVICES

- 6.1. When using the Platform and individual Services, the User is prohibited from:
- infringement of intellectual property rights of the Company and/or Partners in relation to the Platform, Services or any of their elements, in particular, it is prohibited to copy, broadcast, distribute, publish, and otherwise distribute and reproduce materials posted by the Company and Partners within the framework of the Platform and Services (text, graphic, audio-video materials), fragments and separate elements (including computer programs, scripts and other elements) of the Platform and Services without the written consent of the Company and/or Partners;
 - collect the credentials of other Users and other User data;
 - to carry out through the Platform and Services propaganda or agitation that incites social, racial, national or religious hatred and hostility, propaganda of war, social, racial, national, religious or linguistic superiority, as well as sending out information that promotes suicide, describes methods of suicide and any incitement to commit it; information on narcotic and psychotropic substances, including information on the distribution of drugs, prescriptions for their manufacture, advice on use and other information, the distribution of which is prohibited by the current legislation of the Russian Federation;
 - to send spam - mass distribution of commercial, political, advertising and other information (including hyperlinks leading to Internet sites with such information and/or Internet sites containing malicious software) if the recipients did not express their consent to receive such information;
 - indicate when creating a Personal Account and filling out a registration form or subsequently enter knowingly false or fictitious information about yourself;
 - transfer the password from the Personal Account to persons who do not have proper authority to carry out actions on behalf of the User);
 - perform actions aimed at destabilizing the Platform and Services, attempt unauthorized access to management of the Platform and Services or their closed sections (including sections to which only the Company is allowed to access), as well as perform any other similar actions;

- perform any other actions contrary to the policy and goals of creating the Platform and Services or violating the current legislation of the Russian Federation.

7. RIGHTS AND OBLIGATIONS OF THE COMPANY

7.1. The Company shall maintain the current management of the Platform, independently determine the structure, appearance, permit or restrict access of Users to the Platform and Services provided by the Company in case of violation by said persons of the Applicable Rules and Rules for End Users.

7.2. In terms of providing an opportunity for interaction between Users, including providing these persons with the opportunity to independently perform certain actions within the framework of the Platform and Services, the Company acts solely as a person who organized the technical possibility of such interaction. The transfer, storage and provision of Internet access to the Platform and Services of information provided by Users, graphic images and other materials related to such interaction shall be carried out without change of such materials or influence on their content by the Company.

7.3. The Company shall independently decide on the procedure for advertising within the framework of the Platform and Services, participation in partner programs, inclusion of other information in the content of the Platform and Services.

7.4. The Company has the right to:

- change at any time the design and user interface of the Platform, the Services provided by the Company, the content of the provided functions, modify or supplement the used scripts, software, Company content and other objects used or stored within the Services, any server applications, without obligatory notification of Users;
- at its discretion to remove any information and materials posted by the User within the framework of the Platform and Services that violate the laws of the Russian Federation, the Applicable Rules, the rights of other Users created by other Users and third parties, harm them or threaten their security;
- when using the Platform and Services, Project Users shall make comments to the specified persons, warn, notify, inform them of non-compliance with the Applicable Rules. The Company's instructions are binding on the above persons when using the Platform and Services;
- suspend, restrict or terminate access of Users to all or any of the sections of the Platform, Services at any time without explanation, with or without prior notice in case of violation of the laws of the Russian Federation, the Applicable Rules;
- send messages to Users (including e-mail messages, SMS messages, etc.), which are notifications of the introduction of new ones, or cancellation of old functions of the Platform and/or Services, as well as containing advertising information about the capabilities of the Platform and Services;
- take measures not prohibited by law to protect its intellectual rights in relation to the Platform and the Services provided by the Company.
- the Company shall, subject to the terms set forth in the Agreement, provide Users with services to provide access to the Platform.

8. PAYMENT FOR COMPANY SERVICES

8.1 Information about the amount of the License fee, how to make it and the Subscription Period, as well as information about other privileges available when purchasing the License, are available on the rightech.io website. Information about the current fee cost can be found on the pages of the app store when purchasing a subscription. The Subscription Price shall include VAT at the rate stipulated by the legislation of the Russian Federation. Information on the current amount of the License fee can be found on the License receipt pages and on the rightech.io website.

The Subscription Price shall include VAT at the rate stipulated by the legislation of the Russian Federation.

8.2 The payment shall be made by the User in the order of prepayment. No other moment shall be construed as the moment when the Company fulfills its obligations.

8.3 The subscription period begins to flow from the date of payment of the Subscription and expires on the corresponding date of the calendar month following the date of payment of the Subscription in accordance with the Payment Period selected in the License parameters.

8.3 Upon receipt of the License, the User instructs the Company to charge a fee for the License (subscription fee) set by Yandex on the day of payment for the License (subscription fee) until the User's refusal. You can unsubscribe to cancel future debits.

8.4 Payment of the Subscription is made with a linked card. For the purposes of these Terms, this is any credit card linked to the Platform interface.

8.5 User's refusal to pay the subscription fee for the respective Subscription Period is User's refusal to renew the License. On the last day of the License, an attempt is made to charge the funds (at 9 a.m. according to the Account's time) from the linked card. If payment fails (error occurred, insufficient funds), the User is sent an email with an offer to pay the License manually through the Platform User's Personal Account, otherwise the Objects under such License will be blocked. If payment is not received by the end of the day, then the Objects under such License are blocked.

9. FIELD OF USE AND TERMS OF THE AGREEMENT

9.1. The User may use the Platform and Services in the ways described in this Agreement throughout the territory of the Russian Federation, as well as in other territories in which they are available using standard computer tools and programs.

9.2. This Agreement shall be concluded for a period of one calendar year and shall take effect from the date on which the User adopts the Applicable Rules. In case 30 (thirty) calendar days before the end of the term of the Agreement, neither Party shall declare its termination in writing, it shall be deemed to be extended for one year. The number of extensions is not limited.

9.3. This Agreement shall cease to have effect:

- The Company shall decide to modify the terms of this Agreement, to enter into a new Agreement with the User, to terminate this Agreement with respect to the User, to terminate administration and maintenance of the Platform and to terminate access to it or to terminate access to the use of the Platform with respect to the User.
- The Company may at any time without prior notice to the User and without any explanation terminate the Agreement unilaterally out-of-court with immediate termination of access and use of the Platform and without reimbursement of any costs, damages or refunds received under the Agreement, including but not limited to:
 - closure or termination of the Platform;
 - including any or one-time violation by the User of the Applicable Rules and/or the End User Rules;
 - on other grounds which the Company considers sufficient for the termination of the Agreement.

9.4. This Agreement does not provide for the assignment of any exclusive rights or the issuance of an exclusive license from the Company to the User to any components of the Platform and Services.

9.5. This Agreement shall be construed as a mixed agreement with elements of a license agreement and a service agreement.

10. FINAL PROVISIONS

10.1. The invalidity of one or more provisions of the Agreement, recognized in accordance with the established procedure by a court decision, does not entail the invalidity of the Agreement as a whole for the Parties. In case of invalidation of one or more provisions of the Agreement in accordance with the established procedure, the Parties undertake to fulfill the obligations assumed under the Agreement as close as possible to the implied by the Parties upon conclusion and/or agreed amendment of the Agreement.

10.2. This Agreement and the relationship between the Parties in connection with this Agreement and the use of the Service shall be governed by the laws of the Russian Federation.

10.3. The Civil Code of the Russian Federation ("Civil Code of the Russian Federation") governing the procedure and conditions for concluding an Agreement by accepting a public offer shall apply to the form and method of conclusion of this Agreement.

10.4. All disputes of the parties under this Agreement shall be resolved by correspondence and negotiation using mandatory pre-trial (claim) procedure. If it is not possible to reach agreement between the parties through negotiations within 60 (sixty) calendar days from the date of receipt of the written claim by the other Party, the dispute shall be referred by any interested party to the court at the location of the Company (with the exception of jurisdiction of any other courts), unless otherwise provided by applicable law.

10.5. For questions related to the execution of the Agreement, please contact the Company located at: 13 Rusakovskaya St., office 08-03 Moscow, 107140 or by e-mail address: info@rightech.io.