

DOCUMENTS / ENGLISH EDITION

LSN Services Agreement

User agreement · Edition dated 20.09.2023

English translation of the supplied Russian document. This is not a certified translation. Dates, figures, numbering and terms follow the source; no legal or pricing update has been made.

Russian original: <https://lysn.ru/usloviya-ispolzovaniya.pdf>

Individual Entrepreneur Sergey Nikolayevich Lyamin

Hereinafter: LSN advertising agency; Earth Plus FM radio station.

Media licence EL No. FS 77-84056 dated 28.10.2022.

Technical support: 09:00-18:00 Moscow time · +79585822017 (WhatsApp, Telegram).

Email: sales@eaplfm.com

Saint Petersburg · 20.09.2023

Agreement for the use of LSN Services

This Agreement for the use of LSN Services (the Agreement) is a contract between you (you, the User) and Individual Entrepreneur Sergey Nikolayevich Lyamin (LSN), which administers the website and provides the services covered by this Agreement. This document governs the relationship between LSN and you when you use LSN Services.

By registering an account at <https://lk.eaplfm.com/> and/or using LSN Services, you confirm that you hold the rights to your account and accept and agree to all the terms of this Agreement and the Privacy Policy.

Please note that you agree to the terms of the documents mentioned above; you may also choose not to agree. Use of LSN Services without accepting this Agreement is permitted.

By clicking "I agree to the terms, register" in the registration window, you confirm that your consent is informed and voluntary and that you will comply with this Agreement. If you represent a person wishing to enter into this Agreement, you confirm that the person has given you the necessary authority or that you are authorised to represent that person under applicable law.

LSN may unilaterally amend this Agreement and/or the Privacy Policy at any time by publishing a new version of the amended document on the LSN Website in the "Legal documents" section. It is your responsibility to check for new versions.

A breach of this Agreement may result in your account being blocked, access to LSN Services being restricted or suspended, and your account being deleted and this Agreement terminated.

This Agreement is not a public contract or a contract of adhesion as defined in Articles 426 and 428 of the Civil Code of the Russian Federation.

Terms and definitions

LSN Services: an online service whose functionality allows Users to purchase licences for computer programs or software suites available on the LSN Website, the exclusive rights to which belong to LSN or third parties, and to purchase services provided by LSN or third parties. Licences and services are purchased by entering into the relevant licence or other agreements expressly supported by the functionality of LSN Services. This Agreement does not govern the terms of those agreements. LSN Services also allow a User to create and manage a Personal Account.

Login and Password: unique sets of characters (numbers, letters or symbols, depending on the interface's technical features) entered during registration on the LSN Website. Together, the Login and Password are recognised by the Parties as the equivalent of the User's handwritten signature when carrying out legally significant actions and/or executing electronic documents through LSN Services. The Login cannot be changed. The Password may be changed through the LSN Website interface.

Authorisation: the User entering the correct Login and Password.

Personal Account: a means of recording payment and statistical information about settlements made through LSN Services, software licences purchased, the state of settlements between LSN and the User, unused advance payments and other information significant to the Parties. A Personal Account has a unique identifier, which may not be visible to the User, and is directly linked to the Login. It is accessible on the LSN Website after Authorisation by the User as the person who entered into this Agreement and created the Personal Account.

Payment Services: software and hardware that enable information and technological interaction between service users when making payments over the Internet. LSN determines the Payment Services permitted for performance of this Agreement and lists them on the LSN Website. Payments are made in accordance with the rules of those services.

Parties / Party: the User and LSN / the User or LSN.

LSN Website: a collection of web pages on the Internet united within a common domain address space: the radio station, <https://lysn.ru/> , <https://eaplfm.com/> , <https://siti.eaplfm.com/> , <https://lk.eaplfm.com/> and lower-level subdomains.

1. General conditions of use of LSN Services

1.1. This Agreement is entered into by completing registration: a set of actions performed by an individual or a legal entity's representative through the LSN Website interface. Registration must include, but is not necessarily limited to, the following steps:

1.1.1. Entering all User registration data required by the interface.

1.1.2. Reading this Agreement and the Privacy Policy.

1.1.3. Agreeing to this Agreement and the Privacy Policy by ticking the box next to "I agree to the terms, register" in the registration window.

1.1.4. Confirming conclusion of the Agreement through the LSN Website interface.

1.2. By accepting this Agreement and obtaining the right to use LSN Services, the User confirms that:

1.2.1. The Agreement is entered into voluntarily and knowingly, without any form of coercion by LSN or third parties.

1.2.2. The User has legal capacity and competence to enter into the Agreement, has obtained all necessary permissions to conduct activities, including online, in the country where the User is located, and is not subject to applicable legal restrictions on use of LSN Services.

1.2.3. Information supplied during registration is true and current at the time of registration and does not infringe third-party rights. The information required may depend on whether the User is an individual, a legal entity or an individual entrepreneur. LSN may request verification of that information at any time.

1.2.4. The User has the technical capability to use LSN Services.

1.3. A representative entering into this Agreement in the User's name and on the User's instructions confirms having all authority granted by the User to do so. LSN may require documentary proof of that authority at any time, including after the Agreement is concluded and takes effect. Access to LSN Services may be restricted if proof is not provided.

1.4. LSN Services are provided free of charge subject to compliance with this Agreement, unless this Agreement states otherwise.

1.5. Successful Authorisation (entry of the correct Login and Password) identifies the User as the person who entered into this Agreement, unless otherwise stated. The User may give employees access only where expressly supported by LSN Services and remains responsible for their compliance and all actions they perform. Access may be given by sharing the User's Login and Password or by creating additional credentials through the system interface. Their number and the procedure for creating them are determined by service functionality and described in the relevant technical documentation.

LSN always assumes that all actions, including legally significant actions, carried out after successful Authorisation through the LSN Website are performed by the User or with the User's express consent, including actions performed using additional credentials as described above.

The User may not challenge the validity of actions performed in the User's name on the grounds that third parties were not authorised or exceeded their authority.

1.6. If the User loses access to LSN Services against the User's will, the User must notify LSN immediately. Such notification does not impose obligations on LSN beyond those expressly provided in this Agreement.

1.7. LSN Services may be used by legal entities, individuals and individual entrepreneurs.

1.8. The User agrees that, if the Personal Account advance balance is zero or insufficient for access to a particular feature, access to that feature will not be provided.

1.9. The User consents to receiving advertising messages from LSN and/or viewing advertising while using LSN Services without additional notice, and to receiving other information related to use of LSN Services.

1.10. The number of Personal Accounts a User may create is determined by the functionality of LSN Services.

2. Rights and obligations of LSN

2.1. LSN shall keep confidential data received during registration and entered by the User when using LSN Services. Disclosure or transfer to third parties, including public authorities, takes place in the cases established by applicable law.

2.2. LSN may at any time take measures consistent with applicable law to restrict or terminate LSN Services for Users who breach this Agreement.

2.3. LSN may unilaterally restrict some or all functionality, including for technical reasons or maintenance, without notifying the User.

2.4. LSN may change LSN Services at any time, including their structure, functionality, design or content. Following a change, the User may not demand access to the Services in their previous form.

2.5. To protect intellectual property rights, obtain statistics, fulfil obligations to the User, and ensure the security and proper operation of LSN Services, LSN may use technical means and methods to protect intellectual property (technical copyright-protection measures) and information.

3. Rights and obligations of the User

3.1. The User shall comply fully with this Agreement and independently review new versions published in the "Documents" section of the LSN Website.

3.2. When using LSN Services, the User shall respect the intellectual property rights of LSN, its affiliates and partners.

3.3. The User shall not circumvent or remove the technical copyright-protection measures used by LSN, including those on the LSN Website.

3.4. Through LSN Services, the User may access Personal Account data, check the balance at any time when the Services are available, and obtain transaction information, subject to successful Authorisation.

3.5. The User is responsible for keeping the Login and Password, and any other data that can be used to access LSN Services in the User's name, confidential and bears responsibility for their disclosure by any means.

3.6. The User shall use only lawful Payment Services to fund the Personal Account in accordance with the laws applicable to the User and those transactions. The User warrants having the right to use the Payment Services used to fund the Account. LSN is not responsible for harm to third parties caused by the User's use of funds that do not belong to the User.

4. Payment procedure

4.1. To purchase paid LSN Services, the User must fund the Personal Account so that its balance is at least equal to the cost of the Service the User wishes to purchase.

Funding methods and permitted Payment Services are listed on the LSN Website.

Settlements may be made by bank transfer or through Payment Services. Settlements through Payment Services follow the rules of those services.

4.2. The Personal Account balance, meaning funds not yet spent on LSN Services, is displayed in euros. LSN Services are paid for in rubles at the rate of 1 euro = 100 rubles. If the User is not a Russian resident for currency-regulation and currency-control purposes and has funded the Account in a non-Russian currency, payment may be made in a foreign currency in accordance with Russian currency legislation, the requirements of LSN's bank and the specific terms of the Service being purchased.

4.3. Responsibility for paying bank, other credit institution and Payment Service fees when funding the Personal Account rests with the Party identified as responsible for those fees on the LSN Website at the time of funding.

4.4. The User independently monitors the Personal Account, the balance needed to pay for LSN Services, and fees and charges deducted when funding the Account.

4.5. Funds in the Personal Account do not earn interest or other income. LSN does not provide credit, loans or other financial resources to increase the Account balance.

4.6. Personal Account funds may be used only to pay for LSN Services. LSN is not a payment system or credit institution and does not transfer funds, including electronic money, between Users.

4.7. Descriptions, validity periods and other features of purchasable LSN Services are given in the relevant sections of the LSN Website.

4.8. When this Agreement is terminated, the User is entitled to a refund or reimbursement of unused Personal Account funds.

The amount payable on the User's request is the unused balance at the time the request is received and the Agreement is terminated.

A refund is normally made within 10 (ten) days of receiving a request submitted through LSN Services, using the original funding method unless another method is agreed by the Parties or chosen by LSN at its discretion.

LSN may extend the refund period.

When requesting a refund, the User must establish the User's identity and submit a request to terminate this Agreement. If LSN requests it, the User must provide documentary proof of payments and attach it to the request.

The User must provide any other documents requested by LSN that are necessary for the refund. Failure to provide them may delay or prevent a refund. A refund may also be delayed or refused if third parties, such as a bank or Payment Service, make claims against the Personal Account balance.

Discounts granted on LSN Services are not refundable or reimbursable.

The User bears bank, credit institution and Payment Service fees associated with refunding unused funds. Those fees are deducted from the refund without advance notice of their existence or amount.

4.9. Because LSN uses technical safeguards to make Account funding secure and reliable, the User understands and agrees that actual crediting may be delayed. A delay may be necessary to identify the paying User, establish the source or transfer of funds, and comply with the law, in particular laws against money laundering and the financing of terrorism.

5. Term and termination of the Agreement

5.1. The Agreement remains in force for 1 (one) year from its conclusion. Unless either Party confirms termination at least 15 (fifteen) days before expiry, the Agreement renews for the same term.

5.2. Either Party may terminate the Agreement unilaterally, out of court, at any time and without giving reasons, by notifying the other Party at least 15 days before the intended termination date.

5.3. Termination initiated by the User is possible only if the User owes LSN no amounts for Services already provided.

5.4. The User understands and agrees that, on termination, whether at one Party's initiative or by mutual agreement, access to previously purchased LSN Services may be restricted or terminated. LSN is not liable and assumes the risk of losses incurred by the User in connection with termination and restriction or termination of access to LSN Services.

Translation note: the source wording in clause 5.4 combines "is not liable" with "assumes the risk of losses". This inconsistency is retained rather than resolved in translation.

6. Warranties and liability of the Parties

6.1. The User uses LSN Services at the User's own risk and responsibility. LSN Services are provided "as is", without express or implied warranties.

In particular, LSN does not warrant that the Services will meet the User's requirements or be continuous, fast, reliable or error-free. The User agrees that the results may not meet the User's expectations.

6.2. The Parties are liable for non-performance or improper performance in accordance with Russian law and this Agreement.

6.3. Under no circumstances is LSN liable for damage or losses, including lost profits or loss of confidential or other information, arising from use or inability to use LSN Services, including failure of all or part of their functionality, even if the User has notified LSN of the possibility of such damage or loss. LSN is not liable to any person for unlawful third-party actions, temporary technical failures or service interruptions caused by communication-line faults or similar failures, or faults in equipment used to access the Services.

6.4. The Parties are released from liability for full or partial non-performance caused by force majeure: extraordinary circumstances unavoidable by the Parties in the circumstances. These include war, including civil war; mass unrest; decisions of public authorities or international organisations, including the listing of individuals or organisations on sanctions lists; natural disasters; fires; catastrophes; power outages; global disruption of Russian or international Internet segments; routing failures; distributed domain-name system failures; and failures caused by hacking or DDoS attacks.

7. Final provisions

7.1. LSN may amend or supplement the Agreement at any time during its term. Changes are published on the LSN Website and take effect two weeks after publication unless the User objects. The User shall review changes at least once every 2 calendar weeks. A User who objects may notify LSN in the manner provided in clause 7.3 within 3 calendar days of publication. In that case, the Agreement is considered terminated by the Parties on the date LSN receives the notice.

7.2. Correspondence concerning performance uses the contact information supplied by each Party.

7.3. Electronic messages are exchanged through the "Support Centre" section of the LSN information system, available on the LSN Website after Authorisation. All messages are copied to the email addresses specified in the User's system settings. Files attached to a message are an integral part of that message.

7.4. Disputes and disagreements are resolved through negotiation. If negotiation fails, the dispute shall be heard by the Commercial Court of the Nizhny Novgorod Region (Russian Federation, Nizhny Novgorod) under applicable Russian law.

7.5. LSN may assign rights and obligations under this Agreement to third parties or delegate provision of all or part of LSN Services to third parties.

7.6. Matters not addressed in this Agreement are resolved in accordance with Russian law.

7.7. If one or more provisions are held invalid, this does not affect the remaining valid provisions, which continue to govern the Parties' relationship under the Agreement.

The introduction expressly permits use without acceptance, while later clauses require acceptance during registration. The exchange rate of 1 euro = 100 rubles is a term copied from the 20.09.2023 source, not a current market exchange rate. No attempt has been made to reconcile these source provisions.