

TERMS OF USE

Welcome to www.jey.today! These Terms of Use describe the terms and conditions applicable to your access and use of the website at www.jey.today (the "**Site**"). This document is a legally binding agreement between you as the user(s) of the Site (referred to as "**you**", "**your**" or "**User**" hereinafter) and the Jey Today entity listed in clause 2.1 below (referred to as "**we**", "**our**" or "**Jey Today**" hereinafter).

The purpose of the functioning of the Site is to provide access to information about companies, including contact information, information on products, works and services offered by companies, as well as assistance in finding the most beneficial offers corresponding to the query.

1. APPLICATION AND ACCEPTANCE OF THE TERMS

1.1. Your use of the Site and Jey Today's services, software and products (collectively the as the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy , the Product Listing Policy and any other rules and policies of the Site that Jey Today may publish from time to time. The Promotion Services referred to in the Jey Today Free Membership Agreement shall include Top Ranking and Sponsored Listing and any such other Services as may be announced by Jey Today from time to time. This document and such other rules and policies of the Site are collectively referred to below as the "**Terms**".

When accessing the Site, or using the Services, you give a voluntary consent to accept and abide by the Terms. We ask you not to use Services or the Site if you do not accept all of its terms and conditions.

Registration of the User on the Site, confirmed by his login and password is User's simple electronic signature, and an electronic document, signed by using this login and password is equivalent to a document signed by the User's handwritten signature.

1.2. You may not use the Services and may not accept the Terms if:

1.2.1. you are not of legal age to form a binding contract with Jey Today; or

1.2.2. you are not permitted to receive any Services under the laws of Russian Federation or other countries/regions including the country/region in which you are resident or from which you use the Services.

1.3. You acknowledge and agree that Jey Today may amend any Terms at any time by posting the relevant amended and restated Terms on the Site. By continuing to use the Services or the Site, you agree that the amended Terms will apply to you.

1.4. If Jey Today has posted or provided a translation of the Russian language version of the Terms, you agree that the translation is provided for convenience only and that the Russian language version will govern your uses of the Services or the Sites.

1.5. You may be required to enter into a separate agreement, whether online or offline, with Jey Today or our affiliate for any Service ("**Additional Agreements**"). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service concerned.

1.6. The Terms may not otherwise be modified except in writing by an authorized officer of Jey Today.

2. PROVISION OF SERVICES

2.1. The Jey Today contracting entity that you are contracting with is Jey Today Limited Liability Company (incorporated in Russian Federation with Primary State Reg. No. 1172130011822).

2.2. To gain access to and use certain Services, you must register as a Member of the Site (registered User, also hereinafter referred to as the "**Member**" - an individual businessman or a legal entity acting solely in their own interests or a person authorized by such persons to act on their behalf and in their interests). Further, Jey Today reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users or subject to other conditions that Jey Today may impose in our discretion.

2.3. Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions

thereof will be available for Users. Jey Today may in our sole discretion limit, deny or create different level of access to and use of any Services (or any features within the Services) with respect to different Users.

2.4. Jey Today may launch, change, upgrade, impose conditions to, suspend, or stop any Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the paying Users in enjoying that Service.

2.5. Some Services may be provided by Jey Today's affiliates on behalf of Jey Today.

3. USERS GENERALLY

3.1. As a condition of your access to and use of the Site or Services, you agree that you will comply with all applicable laws and regulations when using the Site or Services.

3.2. You agree to use the Site or Services solely for your own private and internal purposes. You agree that:

3.2.1. you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc available on or through the Site (the "**Site Content**"); and

3.2.2. you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with Jey Today, or otherwise commercially exploiting the Site Content. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from Jey Today is prohibited. Use of any content or materials on the Site for any purpose not expressly permitted in the Terms is prohibited.

3.3. You must read Jey Today's Privacy Policy which governs the protection and use of personal information about Users in the possession of Jey Today and our affiliates. You accept the terms of the Privacy Policy and agree to the use of the personal information about you in accordance with the Privacy Policy.

3.4. Jey Today may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Site. You acknowledge that Jey Today has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on such web sites.

3.5. You agree not to undertake any action to undermine the integrity of the computer systems or networks of Jey Today and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6. You agree not to undertake any action which may undermine the integrity of Jey Today's feedback system, such as leaving positive feedback for yourself using secondary Member IDs or through third parties or by leaving unsubstantiated negative feedback for another User.

3.7. By posting or displaying any information, content or material ("**User Content**") on the Site or providing any User Content to Jey Today or our representative(s), you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to Jey Today to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or unknown for the purposes that may be beneficial to you in promoting your goods and services, as well as functioning of the Site, providing the best possible Services for the development of User's business. By agreeing to the Terms, you acknowledge and warrant to Jey Today that you have all the rights and authority to grant such permission.

4. MEMBER ACCOUNTS

4.1. User must be registered on the Site to access or use some Services. Except with Jey Today's approval, one User may only register one member account on the Site. Jey Today may cancel or terminate a User's member account if Jey Today has reasons to suspect that the User has concurrently registered or controlled two or more member accounts. Further, Jey Today may reject User's application for registration for any reason.

4.2. Upon registration on the Site, Jey Today shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3. A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all activities that occur under your account. No Member may share, assign, or permit the use of your Member account, ID or password by another person outside of the Member's own business entity. Member agrees to notify Jey Today immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4. Member agrees that all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending emails using the email account or sending SMS) will be deemed to have been authorized by the Member.

4.5. Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "**multiple use**"), may cause irreparable harm to Jey Today or other Users of the Site. Member shall indemnify Jey Today, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, Jey Today shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to Member.

5. MEMBER'S RESPONSIBILITIES

5.1. Each Member represents, warrants and agrees that:

5.1.1. you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder;

5.1.2. you use the Site and Services for business purposes only; and

5.1.3. the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2. Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites or your use of any Service or the member account. Each Member represents, warrants and agrees that:

5.2.1. such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Site or Service is true, accurate, current and complete; and

5.2.2. you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.3. Upon becoming a Member, you consent to the inclusion of the contact information about you in our Buyer Database and authorize Jey Today and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.

5.4. Each Member represents, warrants and agrees that:

5.4.1. you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display;

5.4.2. any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("**Third Party Rights**");

5.4.3. you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights; and

5.4.4. you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

5.5. Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

5.5.1. be true, accurate, complete and lawful;

5.5.2. not be false, misleading or deceptive;

5.5.3. not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;

5.5.4. not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

5.5.5. not violate the Product Listing Policy, other Terms or any applicable Additional Agreements

5.5.6. not violate current legislation, rules and regulations (including without limitation those governing export control, consumer protection, the rights of third parties to objects of intellectual property, unfair competition, or false advertising) or promote any activities which may violate the provisions of the current legislation;

5.5.7. not contain any link directly or indirectly to any other web Sites which includes any content that may violate the Terms.

5.6. Each Member further represents, warrants and agrees that you shall/are:

5.6.1. carry on your activities on the Site in compliance with the legislation, not allowing a violation of the law;

5.6.2. conduct your business transactions with other users of the Site in good faith;

5.6.3. carry on your activities in accordance with the Terms and any applicable Additional Agreements;

5.6.4. not use the Services or Site to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);

5.6.5. not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;

5.6.6. not engage in spamming or phishing;

5.6.7. not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc) or encourage or abet any unlawful activities;

5.6.8. not involve attempts to copy, reproduce, exploit or expropriate Jey Today's various proprietary directories, databases and listings or otherwise disrupt the normal operation of the Site;

5.6.9. not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;

5.6.10. not involve any scheme to undermine the integrity of the data, systems or networks used by Jey Today and/or any user of the Site or gain unauthorized access to such data, systems or networks;

5.6.11. not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and

5.6.12. not engage in any activities that would otherwise create any liability for Jey Today or our affiliates.

5.7. Member may not use the Services and member account to engage in activities which are identical or similar to Jey Today's e-commerce marketplace business.

5.8. Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for Jey Today's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, Jey Today shall not be obliged to extend the relevant service period nor shall be liable for any loss or damages arising from such delay, suspension or termination.

5.9. Member acknowledges and agrees that Jey Today shall not be required to actively monitor nor exercise any editorial control whatsoever over the content of any message or material or information created, obtained or accessible through the Services or Site. Jey Today does not endorse, verify or otherwise certify the contents of any comments or other material or information made by any Member. Each Member is solely responsible for the

contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information.

5.10. Member acknowledges and agrees that the Services may only be used by businesses and their representatives for business use and not for individual consumers or for personal use.

5.11. Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all use of the Site and Services are in compliance with the same.

6. BREACHES BY MEMBERS

6.1. Jey Today reserves the right in our sole discretion to remove, modify or reject any User Content that you submit to, post or display on the Site which we reasonably believe is unlawful, violates the Terms, could subject Jey Today or our affiliates to liability, or is otherwise found inappropriate in Jey Today's opinion.

6.2. If any Member breaches any Terms, or if Jey Today has reasonable grounds to believe that a Member is in breach of any Terms, Jey Today shall have the right to take such disciplinary actions as it deems appropriate, including without limitation:

6.2.1. suspending or terminating the Member's account and any and all accounts determined to be related to such account by Jey Today in its discretion;

6.2.2. restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service;

6.2.3. removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display;

6.2.4. imposing other restrictions on the Member's use of any features or functions of any Service as Jey Today may consider appropriate in its sole discretion; and

6.2.5. any other corrective actions, discipline or penalties as Jey Today may deem necessary or appropriate in its sole discretion.

6.3. Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

6.3.1. upon complaint or claim from any third party, Jey Today has reasonable grounds to believe that such Member has willfully or materially failed to perform your contract with such third party including without limitation where the Member has failed to deliver any items ordered by such third party after receipt of the purchase price, or where the items Member has delivered materially fail to meet the terms and descriptions outlined in your contract with such third party;

6.3.2. Jey Today has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party;

6.3.3. Jey Today has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading; or

6.3.4. Jey Today believes that the Member's actions may cause financial loss or legal liability to Jey Today or our affiliates or any other Users.

6.4. Jey Today reserves the right to cooperate fully with state authorities and affected third parties, requesting from Jey Today data on the identification of Users, registered on the Site within the framework of civil, arbitration or criminal proceedings in accordance with the legislation of the Russian Federation.

6.5. If a Member is in breach of the Terms, Jey Today also reserves the right to publish the records of such breach on the Sites. If such breach involves or is reasonably suspected of involving dishonest or fraudulent activities, Jey Today also reserves the right to disclose the records of such breach to our affiliates. Such Jey Today affiliates may impose limitation on, suspend or terminate the Member's use of all or part of the services provided by such affiliates to the Member, take other remedial actions, and publish the records about the Member's breach of the Terms on the websites operated by or controlled by such Jey Today affiliates.

6.6. Jey Today may, at any time and in our reasonable discretion, impose limitations on, suspend or terminate the Member's use of any Service or the Site without being liable to the Member if Jey Today has received notice that the Member is in breach of any agreement or undertaking with any affiliate of Jey Today and such breach involves or is reasonably suspected of involving dishonest or fraudulent activities. Jey Today shall have

the right to publish the records of such breach on the Site. Jey Today shall not be required to investigate such breach or request confirmation from the Member.

6.7. Each Member agrees to indemnify Jey Today, our affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your use of the Sites or Services, or from your breach of the Terms.

6.8. Each Member further agrees that Jey Today is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted over the Site, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each Member.

6.9. Users of the Site do not receive any rights to use information posted by other Users and bear full responsibility to the owner of information for its unlawful use.

6.10. Jey Today and/or its affiliates do not perform an audit for subject to the availability of copyright, patent rights to any information and do not bear responsibility for the violation of the terms of use of any patents, trademarks, brand names and other objects of intellectual property by Users. If there such violations are detected by third parties, persons whose rights are violated as a result of unauthorized posting of information on the Site, can file a formal complaint, according to which the site administration has the right to block access to such information.

7. TRANSACTIONS BETWEEN BUYERS AND SELLERS

7.1. Through the Site, Jey Today provides electronic web-based platform for exchanging information between buyers and sellers of products and services. For any Services and specific transactions, Jey Today does not represent either sellers or buyers. Jey Today does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Site or the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

7.2. Users are hereby made aware that there may be risks of dealing with people acting under false pretences. Jey Today uses several techniques to verify the accuracy of certain information our paying Users provide us when they register for a paying membership service on the Site. However, because user verification on the Internet is difficult, Jey Today cannot and does not confirm each User's purported identity (including, without limitation, paying Members). We encourage you to use various means, as well as common sense, to evaluate with whom you are dealing.

7.3. Each User acknowledges that it is fully assuming the risks of conducting any purchase and sale transactions in connection with using the Site or Services, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the Site. Such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract and transportation accidents. Such risks also include the risks that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights, and the risk that User may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants. Such risks also include the risks that consumers, other purchasers, end-users of products or others claiming to have suffered injuries or harms relating to products originally obtained by Users of the Sites as a result of purchase and sale transactions in connection with using the Sites may suffer harms and/or assert claims arising from their use of such products. All of the foregoing risks are hereafter referred to as "**Transaction Risks**". Each User agrees that Jey Today shall not be liable or responsible for any damages, claims, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks between Members.

7.4. Users are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the Site or Services, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.

7.5. User agrees to provide all information and materials as may be reasonably required by Jey Today in connection with your transactions conducted on, through or as a result of use of the Site or Services. Jey Today has the right to suspend or terminate any User's account if the User fails to provide the required information and materials.

7.6. In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify Jey Today (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction.

8. LIMITATION OF LIABILITY

8.1. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY JEY TODAY ON OR THROUGH THE SITE ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND JEY TODAY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

8.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JEY TODAY MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITE; JEY TODAY DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITE DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND JEY TODAY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITE.

8.3. Any material downloaded or otherwise obtained through the Site is done at each User's sole discretion and risk and each User is solely responsible for any damage to Jey Today's computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from Jey Today or through or from the Site shall create any warranty not expressly stated herein.

8.4. The Site may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall Jey Today and our affiliates be held liable for any such services or products.

8.5. Each User hereby agrees that Jey Today (including our affiliates, officials and employees, and other authorized representatives) is not responsible for the negative consequences (losses, costs and other) that may arise as a result of User's using of the Site or Services (including, but not limited to display such User's Information on the Site) or from violation of any of the Terms. Each User hereby further agrees to indemnify and save Jey Today, our affiliates, officials and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to Jey Today, including but not limited to those set forth in Section 5 hereunder.

8.6. Each User hereby further agrees to indemnify and save Jey Today, our affiliates, directors, officers and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Site. Each User hereby further agrees that Jey Today is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. Jey Today reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise

subject to indemnification by you, in which event you shall cooperate with Jey Today in asserting any available defenses.

8.7. Jey Today shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following.

8.7.1. the use or the inability to use the Site or Services;

8.7.2. any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Site;

8.7.3. violation of Third Party Rights or claims or demands that User's manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Site may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;

8.7.4. unauthorized access by third parties to data or private information of any User;

8.7.5. statements or conduct of any User of the Site; or

8.7.6. any matters relating to Services however arising, including negligence.

8.8. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Site or Services must be filed within fifteen (15) days from the date the cause of action arose or such longer period as prescribed under any applicable law governing this Term of Use.

8.9. The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not Jey Today has been advised of or should have been aware of the possibility of any such losses arising.

9. FORCE MAJEURE

9.1. Under no circumstances shall Jey Today be held liable for any delay or failure or disruption of the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Jey Today is the sole owner or lawful licensee of all the rights and interests in the Site and the Site Content. The Site and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and laws of the Russian Federation on the protection of copyright. All title, ownership and intellectual property rights in the Site and Site Content shall remain with Jey Today, our affiliates or licensors of the Site Content, as the case may be. All rights not otherwise claimed under the Terms or by Jey Today are hereby reserved.

10.2. " JEY TODAY" and related icons and logos are registered trademarks or trademarks or service marks of is Jey Today Limited Liability Company, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks are strictly prohibited and entail the statutory responsibility.

10.3. Jey Today may have independent third parties involved in the provision of the Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

11. NOTICES

11.1. All legal notices or demands to or upon Jey Today shall be made in writing and sent to Jey Today personally, by courier, certified mail, or facsimile to the following entity and address: Jey Today Limited Liability Company, 428000, Russian Federation, Chuvash

Republic, Cheboksary, Lenin Avenue, 14, room 10. The notices shall be effective when they are received by Jey Today in any of the above-mentioned manner.

11.2. All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Jey Today, or by posting such notice or demand on an area of the Site that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when.

11.2.1. Jey Today is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User; or

11.2.2. Immediately upon Jey Today posting such notice on an area of the Site that is publicly accessible without charge.

11.3. You accept and acknowledge that all agreements, notices, requirements, information and other communications that Jey Today sends you electronically considered to be sent in writing form.

12. GENERAL PROVISIONS

12.1. Subject to any Additional Agreements, the Terms constitute the entire agreement between you and Jey Today with respect to and govern your use of the Site and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2. Jey Today and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3. If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

12.5. Jey Today's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of Jey Today's right to act with respect to subsequent or similar breaches.

12.6. Jey Today shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Jey Today). You may not assign, in whole or part, the Terms to any person or entity.

12.7. If you are from Russian Federation or if you are from outside of Russian Federation the Terms shall be governed by the laws of Russian Federation and the parties to the Terms agree to submit to the exclusive jurisdiction of the courts of Russian Federation.

12.8. This version of Agreement in English is only for reference. For any questions, please refer to Russian version. Any contradiction between Russian and English version, Russian version shall prevail.

12.9. By accepting these Terms, the User acknowledges the full understanding and acceptance of any and all provisions of this Agreement.