

# The Platidental



OOO "PLATINENTAL"

OGRN 5177746394997, INN 9709020941, KPP 770901001, OKVED 86.10

Legal and current address: room 1, unit 1, building 2, 21, Lyalin pereulok, Moscow, 105062  
phone number +7-903-723-48-38

## USER AGREEMENT

Moscow

July 2, 2018

### 1. GENERAL PROVISIONS

- 1.1. This User Agreement (hereinafter called – Agreement) refers to the website of the Clinic "Platidental", located at <https://platidental.ru> and to all respective websites linked to the website <https://platidental.ru>.
- 1.2. The website of the Clinic "Platidental" (hereinafter called – Website) is the property of OOO "PLATINENTAL".
- 1.3. This Agreement regulates relations among the local authorities of the Clinic "Platidental" (hereinafter called - Local authorities) and the User of this Website.
- 1.4. The local authorities reserve the right to modify, add or delete the clauses of this Agreement at any time without notice to the User.
- 1.5. Continuation of use of the Website by the User means his or her acceptance of this Agreement and modifications made to this Agreement.
- 1.6. The User carries responsibility personally for checking this Agreement for changes in it.

### 2. TERMS AND DEFINITIONS

- 2.1. The terms listed below have the following meaning for the present Agreement:
  - 2.1.1 Local authorities – OOO "PLATINENTAL" (OGRN 5177746394997, current address: room 1, unit 1, building 2, 21, Lyalin pereulok, Moscow, 105062).
  - 2.1.2. Information, information materials - any data (messages, data) regardless of their presentation form (text, graphic, audio-, video, etc.) posted on the Website.
  - 2.1.3. Use of information posted on the Website - its representation (which includes copying), distribution by all means (its transfer to the public - by verbal or written disclosure (publication), hosting on other Internet websites, public display, message in air, message by cable, etc.), translation, processing, bringing to public knowledge and other ways of use provided by the current legislation of the Russian Federation.
  - 2.1.4. Users – individuals (including legal representatives of juridical entities and self-employed entrepreneurs) having access to familiarization with information posted on the Website <https://platidental.ru>.
  - 2.1.5. Use of the Website - access (visual, acoustical) to information posted on the Website.

2.1.6. Copyright holder - an individual or juridical entity, holder of authorship and/or exclusionary right to the results of intellectual activity used by the Website.

2.1.7. Website - <https://platinental.ru>

### 3. SUBJECT OF AGREEMENT

3.1. The present User agreement determines conditions and order of use of the Website by visitors (hereinafter called – Users) of information, news and other content posted on the Website by OOO “PLATINENTAL” (hereinafter called – Local authorities), rules of information use by the Website and coordination arrangements of Users with Local authorities.

3.2. According to the present User agreement, the Local authorities render a service connected with access to the Website to Users and use of all its resources when Users get in the Website, including a possibility of use of the Website as infomedia, display of advertisements and service for search and systematization of healthcare centers and doctors through the instrumentality of the database created by the Local authorities.

3.3. The Local authorities do not render medical services and do not provide recommendations on treatment and drug administration and/or medical equipment. Such questions are up for consideration by qualified medical professionals after an appropriate checkup.

3.4. Any content posted on the Website appears as intellectual property items (subjects of copyright or related rights). The rights of Local authorities for the specified content are protected by the legislation on the rights to results of intellectual activity.

3.5. The right of use and permit to use of the content posted on the Website belonging to other copyright holders (not to the Local authorities) is allowed only by permission or according to the conditions established by such copyright holders. None of provisions of these Rules authorizes the use of copyright holders' content by third parties that are directly specified on the concrete content posted on the Website or close to the specified content.

### 4. USE OF THE WEBSITE AND INFORMATION POSTED ON THE WEBSITE.

#### INFORMATION COPYING

4.1. Through the use of information posted on the Website for any purposes (including copying or citing information), the active direct hyperlink to the Website or indication of the source - Website <https://platinental.ru> is obligatory. Such rule includes the use of information in Internet and another form of use: electronic form (not on material objects), printed sources and other forms on material objects.

4.2. Modifications and/or additions into information posted on the Website and also any processing of the specified information (including, reduction of information, reference of other author / copyright holder or publication without reference / an active hyperlink

indicating information source - the Website <https://platinental.ru>, other processing, including such that leads to distortion of meaning of information) is forbidden.

## 5. RIGHTS FOR INFORMATION MATERIALS OF THIRD PARTIES ADJUSTMENT OF CLAIMS

5.1. Information materials posted on the Website (whose rights are vested in third parties) are posted with consent given by a copyright holder to the Local authorities. If such use of information is not directly forbidden by a copyright holder its use is realized in accordance with the legislation of the Russian Federation for information purposes only, together with an indication of author's name and source.

5.2. If there is any mistake in indication of author of information material, according to the clause 4.1. of the present User agreement; or in case the material is used with alleged or real infringement of third parties' rights; or in other controversial cases of use of intellectual property posted on the Website; it is necessary to apply the following scheme of arrangement (adjustment of claims of third parties) to the Local authorities:

- It is advisable to present a claim to the Local authorities through a special form posted on the section <https://platinental.ru/feedback/> in case the right of person was violated/ was created a right violation threat. This claim has to contain information on the intellectual property object of a copyright holder, and which is used illegally through the Website or with violation of rules of information use; otherwise violates the rights of an applicant or a holder of the exclusive right to intellectual property objects posted on the Website. Documents that should be attached to the claim: copies of documents confirming legal faculties of the applicant including documents containing information about a copyright holder, documents reasserting authority of the person which has signed a claim in case the person acts as representative. The Website URL with information indicating violation of copyright holder is to be mentioned in the claim with a full description of the subject of the right violation. The person assumes the obligation to present the claim in written form to the Local authorities (within one day from the date of a claim sent by e-mail) at the address: room 1, unit 1, building 2, 21, Lyalin pereulok, Moscow, 105062.
- The Local authorities shall investigate an appropriately made claim within 10 (ten) working days as of the date of its receiving by means of electronic communication, not exceeding 10 (ten) working days from the date of its receiving in written form. The Local authorities shall notify the person of investigation result with an e-mail letter and/or send a reply in written form at the address mentioned by the person. The Local authorities have the right to demand additional documents, certificates, information confirming legality of the claim. If the claim is legally acceptable the Local authorities will initiate necessary measures to terminate the right violation and to settle a claim.

5.3. The Local authorities maintain cooperation with the authors of information materials posted on the Website and make provision for compliance of posted content with the current legislation

of the Russian Federation so that it does not violate the rights of copyright holders and third parties.

5.4. The administration of the Website cooperates with medical supplies producers (pharmaceutical drugs, medical equipment, etc.) concerning with their use in diagnosing and disease treatment. The Local authorities guarantee under all circumstances the correctness of use of information provided by producers of medical supplies and statutory compliance of the current legislation of the Russian Federation in mentioned legal relationship, including the advertising legislation and anti-competition law.

## 6. LIMITATION OF LIABILITY

6.1. Information posted on the Website is provided to Users only for illustrative purposes so that the Users could find out more about nosologic forms of diseases, symptoms and medical procedures and this information does not appear as a guide to decision-making of self-diagnostic and self-treatment.

6.2. Through the use of information posted on the Website, the User understands and accepts that the Local authorities and Website owners do not have liability for any decisions made by the Users and for their perception of information as recommendation about any disease treatment.

6.3. The user understands that he or she is absolutely responsible for any possible negative consequences and the damage done to health in case of self-treatment based on incorrect interpretation and / or use of information posted on the Website.

6.4. Information posted on the Website may contain hyperlinks to other web resources (websites in the "Internet"). The Local authorities and Website owners do not have liability for contents of third-party resources and possible consequences from the use of represented materials.

## 7. FEEDBACK

7.1. The Users have the right to send questions and reviews to the Local authorities of the Website by means of the feedback form posted on the section <https://platinental.ru/feedback/>. The Users shall specify: User name, text, contact information for communication.

7.2. The feedback is sent by the Local authorities of the Website within 3 (three) days from the date of its receiving.

7.3. The feedbacks may contain a popular medical information that is available in public press, but it does not interchange a professional medical advice.

7.4. The local authorities reserve the right not to answer to the anonymous and / or incorrect questions; questions which are not related to the subjects of the Website; questions which are out of the area of author's experience and also questions, answers to which are posted on the Website.

7.5. The Local authorities <https://platinental.ru/> have the right to post the letters (questions, reviews, suggestions) on the Website received from Users and also to delete them for choice from the Website pages. The Local authorities also have the right to delete any unauthorized information of advertising content, other messages which do not correspond to provisions of the current legislation of the Russian Federation, without giving prior notice to the Users.

## 8. PUBLICATION OF REVIEWS ON THE WEBSITE

8.1. The Users have the right to post reviews on the Website about their visit to medical clinic or about the doctor they have visited. Once the users send a review to the Local authorities they automatically transfer a right to the Local authorities to use it freely and to grant access to these reviews to third parties in the limit of the Website. The Local authorities reserve the right to use a review (including photographic material) at sole discretion and post it on other resources (magazines, journals, catalogues and others).

8.2. When the User sends the review to the Local authorities for post, the User guarantees that could confirm the fact of his or her visit of the Clinic and the doctor. If any disputes appear the Local authorities can ask the User for more details.

The reviews sent by Users have to be concrete and informative and contain full information on the visited medical clinic and / or the doctor. It is forbidden:

- Use the reviews copied from any sources from other Users;
- Posting of hyperlinks to any Internet resources;
- To post any information in review that contains: commercial proposals, advertising and subvertising; illegal information, information that offends the honour and dignity, the rights and interests protected by law; information that violates copyright and related rights of third parties; false information, defamation; coarse language, indecencies, insulting phrases; materials that spread racial hatred, call to violence related to any person or group; animal cruelty; that contains instructions to commit an illegal action, including explanation of weapon use; drugs advertising; information that violates the rights of minors; materials that cannot be posted or given due to the legislation of the Russian Federation or which violate universal moral and ethical principles; sexual materials or photos.

8.3. In case of violation of the clauses 7.3 of the present User agreement the reviews, comments and other posts of Users cannot be posted on the Website.

## 9. OTHER PROVISIONS

9.1. The user accepts the provision that all materials and services of the Website or any their part can be attended by advertising. The user also accepts that the written and banner advertisements posted on the Website contain information of third parties who have responsibility for it in accordance with the current legislation of the Russian Federation. The Local authorities do not have liability for contents of the advertisement content placed by the specified third parties.

9.2. The Local authorities have the right to change design of the Website, its contents, the list of sections; modify or add the used scripts, software and other objects used or stored on the Website with no notification to User.

8.3. The Local authorities provide functioning and operability of the Website and have liability to recover quickly its working capacity in case of technical failures and breaks.

9.4. The User is obliged to observe the property and non-property rights of authors and other copyright holders when using Website; not to spread by the Website any information that appears confidential and that is protected by the legislation of the Russian Federation about individuals or legal entities; to avoid any actions that can lead to confidentiality compromise that is protected by the legislation of the Russian Federation; not to use the Website for dissemination of advertisements, except with the consent given by the Local authorities.

9.5. It is forbidden to User the use of any devices, programs, procedures, algorithms and methods, automatic devices or the equivalent manual processes for access, acquisition, copying or tracing of the Website content; to break appropriate functioning of the Website; any method to bypass the navigation structure of the Website for receiving or attempt of obtaining any information, documents or materials by all means which are specially not submitted by the Website services; illegal access to the Website's functions, any other systems or networks relating to this Website and also to any services offered on the Website; to break a safety system or authentications on the Website or on any network relating to the Website; to execute backward search, to trace or try to monitor any information about other Website Users; to use the Website and its Contents in any purposes forbidden by the legislation of the Russian Federation and also to incite to any illegal activities or other activities violating the rights of Clinic or other entities.

#### 10. FINAL PROVISIONS

10.1. The present User agreement is the contract of adhesion and it is considered as concluded for an indefinite period from the moment of the beginning of the actual use of the services of the Website and its information by the User, according to the legislation of the Russian Federation.

10.2. The user confirms that he or she is informed about all points of the present User agreement and unconditionally accepts them.

10.3. Any disputes following from the present User agreement or related to it are subject to settlement according to the current legislation of the Russian Federation.

10.4. Nothing in the User agreement can be understood as establishment of the agency relations, relations of association, relations on joint activity or any other relations which are directly not provided by the User agreement between the User and the Local authorities.

10.5. The Local authorities have the right to modify conditions of the present User agreement at will. Such modifications come into force at the time of placement of the updated version of User agreement on the Website if other effective date is not established by updated version of User agreement. If the User disagrees with realized modifications he or she is obliged to stop using the Website, materials and services of the Website without presentation of claims to the Local authorities.

10.6. The invalidity of one or several provisions of the present User agreement due to change to the legislation of the Russian Federation or recognition the invalidity by court does not appear as invalidity of other provisions and of the present User agreement in general.

10.7. The Local authorities do not accept counteroffers from the User concerning modifications of the present User agreement.

10.8. The User's reviews posted on the Website are not confidential and can be used by the Local authorities without any limitation.

IDENTITIES OF OOO "PLATINENTAL"

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