

SPARK TERMS OF USE AND SERVICE

By accessing or using SPARK the Subscriber agrees to be bound by the following Terms of Use and Service.

1. DEFINITIONS

- 1.1 Agreement means the SPARK Subscription Agreement entered into by and between INTERFAX and the Subscriber in respect of access to SPARK and these SPARK Terms of Use and Service, collectively;
- 1.2 Authorised User(s) means any person who has access to SPARK under a separate ID issued by INTERFAX by virtue of the SPARK Subscription Agreement ;
- 1.3 Commercial Use means any use for the purposes of monetary reward (whether by or for the Subscriber or an Authorised User) by means of sale, resale, transfer, hire or other form of use of the Content,
- 1.4 Content means any and all such data which make up SPARK, including without limitation directories, databases, illustrations, photographs and text and other materials or any part thereof,
- 1.5 ID means the Authorised User's user name and password;
- 1.6 Site means the on-line Interiors information data base and service (and other such service as may be supplied from time to time) currently available at www.spark-interfax.ru as made available to the Subscriber pursuant to the SPARK Subscription Agreement and which is proprietary of INTERFAX or INTERFAX's Suppliers;
- 1.7 SPARK means the System of Professional Analysis Markets and Companies "SPARK" developed by INTERFAX, as well as any data, information, methodologies and data collection templates, databases, software, graphs, tables, compilations and programs forming part of or made available through SPARK;
- 1.8 Supplier means all such persons who supply the Content, including but not limited to those who publish and provide information, supply hardware, software or other services to maintain the Site;

In these Terms of Use and Service, unless otherwise stated, all defined terms not appearing in the list above shall have the meaning prescribed to them in the SPARK Subscription Agreement.

2. USE AND RESTRICTIONS ON USE OF SPARK

- 2.1 The Subscriber may retrieve and display the Content from SPARK on a computer screen, print individual pages on paper and store such pages in electronic form on disk (but not on any server or other storage device connected to a network) for the purposes other than purposes of Commercial Use.
- 2.2 The Subscriber shall use the Content exclusively for the internal purposes. Except as expressly set out above, the Subscriber may not reproduce, modify or

use in any other way any part of the Content save as source material giving full credit to INTERFAX as the source of information. Where that part of the Content that is used as source material contains any designs, trademarks or intellectual property belonging to another, the Subscriber shall also give full credit to the owner of that material.

2.3 In particular, but without limiting the general application of the restrictions contained in the preceding paragraph, the Subscriber may not do any of the following without prior written permission from INTERFAX:

2.3.1 download, store, reproduce, transmit, display (including without limitation display on any intranet or extranet site) or copy the Content other than in accordance with Clause 2.1 above;

2.3.2 redistribute any of the Content (including by using it as part of any library, archive or similar service) without prior written consent of INTERFAX;

2.3.3 sub- licence, rent, lease, transfer or attempt to assign the rights in the Content to any third person;

2.3.4 create databases in electronic or structured manual form by systematically downloading and storing all or any of the Content;

2.3.5 allow any person in respect of whom an ID has not been allocated by INTERFAX to access SPARK and the Content or demonstrate the Content to any third party;

2.3.6 use any software imitating Access of the Authorised User(s) to SPARK;

2.3.7 use anonymous proxy-servers and VPNs ;

2.3.8 disclose, share or otherwise provide access to the ID to any third parties.

2.4 If written permission is given, INTERFAX reserves the right to withdraw that permission on notice at any time at its sole discretion.

2.5 The Subscriber and Authorised User(s) shall not use any software including without limitation web crawlers to access SPARK.

2.6 The Subscriber and Authorised User(s) shall not remove, obscure or modify in any way copyright notices on the Content. The Subscriber and Authorised User(s) shall take all reasonable precautions to prevent theft or inadvertent illicit use of the Intellectual property in the Content.

2.7 INTERFAX and the Subscriber shall take all reasonable precautions to prevent viruses spreading between their respective computer systems (including but not limited to instigating regularly updated dynamic software -based virus checking and checking of all diskettes, CD Roms or other media prior to loading on a computer).

3. UNAUTHORISED USE

3.1 The Subscriber shall notify INTERFAX immediately in writing of any misuse of the Content and/or SPARK including any infringement of copyright or other intellectual property rights arising in the Content or SPARK.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Subscriber acknowledges that the Content of SPARK is protected by copyright trade marks and other proprietary rights of INTERFAX and third party content suppliers and accepts that no rights other than those set out herein are granted to the Subscriber in respect of any intellectual property rights of INTERFAX or any third party.

5. DISCLAIMER

- 5.1 The Subscriber expressly acknowledges and agrees that the Content is provided subject to the disclaimers and limitations of liability set out herein and agrees to be bound by them as if it were itself an Authorised User.
- 5.2 INTERFAX relies on the World Wide Web for delivery of the Content to the Subscriber's Authorised User(s) and without limiting the foregoing whilst INTERFAX will use all reasonable efforts to minimise delays and interruptions in the delivery and/or updating of SPARK and (or) the Content INTERFAX will not be liable to the Subscriber in any manner whatsoever for any consequences of such delay or interruption.
- 5.3 The Content is only for the Subscriber's general information and use and is not intended to address the Subscriber's particular requirements. In particular, the Content does not constitute any form of advice, recommendation or arrangement by INTERFAX or INTERFAX and is not intended to be relied upon by users in making (or refraining from making) any specific investment or other business or personal decisions. Appropriate independent advice should be obtained before making any such decision. Any arrangements made between the Subscriber and any third party named in SPARK are at the Subscriber's sole risk and responsibility.
- 5.4 Because of the number of sources from which INTERFAX obtains the Content and the nature of electronic distribution via the World Wide Web, INTER FAX does not give any warranties in respect of SPARK and (or) the Content. In particular, SPARK and (or) the Content is provided on the "AS IS", "AS AVAILABLE" basis and INTERFAX does not guarantee the accuracy, timeliness, completeness, performance or fitness for a particular purpose of SPARK or any Content. All implied warranties are excluded from these terms to the extent that they may be excluded as a matter of law. Additionally, INTERFAX makes no warranty that the Site is free from infection by viruses or anything else that has contaminating or destructive properties. INTERFAX will not be liable for any damages (including without limitation, damages for loss of profits) arising in contract, tort or otherwise from the Subscriber's use or inability to use SPARK or any Content or from any action taken (or refrained from being taken) as a result of using SPARK or any Content.
- 5.5 Interfax does not warrant correct functioning of SPARK with use of internet browsers different from Microsoft Internet Explorer 10.0 or higher version, Microsoft Internet Explorer Edge or the latest version, Google Chrome 42 or higher version, Mozilla Firefox 38 or higher version, Opera 31 or higher version, Apple Safari 8 or higher version.

6. LIMITATION OF LIABILITY

- 6.1 Nothing in the Agreement shall exclude or limit either party's liability for death or personal injury arising from negligence, fraudulent misrepresentation, or any other liability which cannot be excluded as a matter of the law.

- 6.2 INTERFAX expressly disclaims any liability for the accuracy or timeliness of the Information Services (as defined in the SPARK Subscription Agreement), except in the event of fraud, gross negligence or wilful default of INTERFAX and/or any of its employees.
- 6.3 Subject to Clause 6.1, INTERFAX's maximum liability arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed the total amount of fees paid to INTERFAX by the Subscriber under the SPARK Subscription Agreement in the 12 (twelve) months preceding the date on which the claim arose.
- 6.4 Subject to Clause 6.1, INTERFAX shall not be liable under the Agreement for any special, indirect or consequential loss or damage or for loss of goodwill or reputation, or for loss of profit, anticipated profits, business, opportunity or revenue.
- 6.5 Except as expressly set out in the Agreement, INTERFAX gives no warranties and excludes all other express or implied terms, conditions and warranties to the fullest extent permitted by applicable law.

7. DATA PROTECTION

- 7.1 Nothing in this Clause 7 reduces the Subscriber's or the Authorised Users' obligations under the remainder of the Agreement in relation to the protection of personal data or permits the Subscriber or Authorised Users' to process (or permit the processing of) personal data in a manner which is prohibited by the remainder of the Agreement.
- 7.2 For the purposes of this Agreement, the following terms shall have the meanings set out below:
- 7.2.1 "**SPARK Personal Data**" means any personal data made available to the Subscriber or Authorised Users under the SPARK Subscription Agreement between INTERFAX and the Subscriber.
- 7.2.2 "**Data Protection Laws**" means the EU General Data Protection Regulation 2016/679 ("**GDPR**") and EU Directive 2002/58/EC, as transposed into or supplemented by domestic legislation of each EU member state including, without limitation, the UK Data Protection Act 2018, as amended, replaced or superseded from time to time, and, to the extent applicable, the data protection or privacy laws of any other country.
- 7.2.3 "**personal data**", "**personal data breach**", "**process**" shall have the meanings given to them in the GDPR.
- 7.3 For the purposes of the administration and management of INTERFAX's engagement, the operation of INTERFAX's business and compliance with applicable procedures, laws and regulations, INTERFAX and/or any companies in the same group as INTERFAX and, where relevant, INTERFAX's duly authorised agents advisers and personnel will need to collect, store and otherwise process personal data relating to the Subscriber's personnel and the Authorised Users. This will be both electronically and manually (including information contained in email, email attachments and other forms of electronic communication).
- 7.4 The Subscriber shall read, understand and comply with these SPARK Terms of Use and Service, the terms of the SPARK Subscription Agreement to which these

terms relate, and any and all INTERFAX policies, notices or other guidance regarding personal data.

- 7.5 The Subscriber shall procure that the Authorised Users shall read, understand and comply with these SPARK Terms of Use and Service, the terms of the Subscription Agreement to which these relate, and any and all INTERFAX policies, notices or other guidance regarding personal data as if the Authorised Users were the Subscriber.
- 7.6 The Subscriber shall comply with all applicable Data Protection Laws when using SPARK and in all handling of SPARK Personal Data. The Subscriber will not do or omit to do any act which may cause INTERFAX and/or any companies in the same group as INTERFAX to be in breach of any of its obligations under the Data Protection Laws.
- 7.7 The Subscriber will not collect any contact information made available via SPARK for the purposes of promotions or marketing campaigns.
- 7.8 The Subscriber shall implement all reasonable technical and organisational measures to ensure the security of SPARK Personal Data. Subscriber shall in particular take account of the risks that are presented to SPARK Personal Data, including from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access thereto. The Subscriber acknowledges and agrees that the Subscriber shall be responsible for ensuring that SPARK Personal Data is used and otherwise processed solely in accordance with the Data Protection Laws.
- 7.9 The Subscriber shall promptly notify INTERFAX upon becoming aware of any personal data breach affecting SPARK Personal Data.
- 7.10 The Subscriber shall promptly notify INTERFAX if it or any of its Authorised Users receives, in relation to SPARK Personal Data (i) a data subject access request (or purported data subject access request); (ii) a request to rectify, block or erase any personal data; (iii) any other request, complaint or communication relating to either party's obligations under the Data Protection Laws; or (iv) a communication from any regulatory authority.
- 7.11 On termination of the SPARK Subscription Agreement and at INTERFAX's request, the Subscriber shall (i) return to INTERFAX one copy of all SPARK Personal Data (and delete all other copies) or (ii) delete all SPARK Personal Data that is held by the Subscriber. Where such SPARK Personal Data is not severable from other information in the Subscriber's possession, Subscriber shall delete or permanently redact the SPARK Personal Data within such information.
- 7.12 On termination of the SPARK Subscription Agreement and at Subscriber's request, INTERFAX shall (i) return to the Subscriber one copy of personal data pertaining to the Subscriber's personnel (and delete all other copies) or (ii) delete all personal data pertaining to the Subscriber's personnel, that is held by INTERFAX wherever practicable and where such personal data is severable from other information in INTERFAX's possession.
- 7.13 Subscriber shall keep a record of any processing of SPARK Personal Data that it carries out.
- 7.14 Notwithstanding anything in the Agreement, INTERFAX may at its absolute discretion, change any aspect of SPARK or the Content, if in INTERFAX's view, such change would further INTERFAX's compliance with the Data Protection Laws.

8. RIGHTS OF AUDIT

- 8.1 During the term of the SPARK Subscription Agreement and for 12 (twelve) months thereafter, the Subscriber shall grant, and shall procure that its Authorised Users shall grant, INTERFAX and/or any independent auditors or other professional advisors appointed by INTERFAX on reasonable written notice during normal working hours access to any of the Subscriber's (or, as the case may be, Authorised User's) premises, personnel, systems, information and records as may reasonably be required to enable INTERFAX to:
- 8.1.1 comply with and fulfil any lawful request by any regulatory body and data subject;
 - 8.1.2 verify that the obligations of the Subscriber are being performed in accordance with the Agreement; and
 - 8.1.3 verify that the Subscriber is protecting the integrity, confidentiality and security of SPARK, the Site and the Content (which for the avoidance of doubt includes SPARK Personal Data).
- 8.2 In carrying out any such audit, INTERFAX and/or INTERFAX's appointed independent auditors or professional advisors shall:
- 8.2.1 observe the Subscriber's proper procedures and requirements (including those relating to health and safety and the protection of confidential information); and
 - 8.2.2 use its reasonable endeavours to minimise disruption to the Subscriber.
- 8.3 Subscriber shall provide, and shall procure that any relevant Authorised User shall provide, INTERFAX and/or its independent auditors or professional advisors with all reasonable co-operation, access and assistance in relation to each audit.
- 8.4 If an audit demonstrates that the Subscriber and/or any of its Authorised Users is failing to comply with obligations under the Agreement then, without prejudice to any other rights and remedies of INTERFAX, Subscriber shall, and/or shall procure that the relevant Authorised User(s) shall, take all necessary steps to comply with, or procure compliance with, such obligations.
- 8.5 Each party shall bear its own costs and expenses incurred in respect of compliance with its obligations under this Clause, unless an audit identifies a material default by the Subscriber and/or any of its Authorised Users, in which case the Subscriber shall reimburse INTERFAX for its reasonable costs.

9. INDEMNIFICATION

- 9.1 The Subscriber (the Indemnifying Party) shall fully indemnify and keep indemnified and defend at its own expense INTERFAX and the INTERFAX group of companies (together, the Indemnified Party) against any claims, liabilities, losses, costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, incurred or paid by, the Indemnified Party as a result of, or in connection with,:
- 9.1.1 any failure by the Subscriber and/or any of its Authorised Users (including the failure of their respective employees, agents or subcontractors) to comply with any obligations under the Agreement; and
 - 9.1.2 any actual or alleged infringement of a third party's intellectual property rights brought against the Indemnified Party by any third party that

arises out of, or in connection with, the collection, use or other processing of the Content by the Subscriber or any of its Authorised Users.