

TERMS OF USE

Moscow "13" January 2021

1. GENERAL PROVISIONS

- 1.1. This User Agreement (hereinafter referred to as the Agreement) refers to the site of the Internet resource "Soviet Games" located at <https://www.sovietgames.su/>, and to all relevant sites linked to the site <https://www.sovietgames.su/>
- 1.2. The site of the Internet resource "Soviet Games" (hereinafter referred to as the Site) is the property of the individual entrepreneur Anton Anatolievich Arkatov (hereinafter referred to as the Owner).
- 1.3. This Agreement governs the relationship between the Administration of the site of the Internet resource "Soviet Games" (hereinafter referred to as the Administration of the site) and the User of this Site.
- 1.4. The site administration reserves the right to change, add or delete clauses of this Agreement at any time without notifying the User.
- 1.5. Continued use of the Site by the User means acceptance of the Agreement and the changes made to this Agreement.
- 1.6. The user is personally responsible for checking this Agreement for changes in it.

2. DEFINITIONS OF TERMS

- 2.1. The terms listed below have the following meanings for the purposes of this Agreement:
 - 2.1.1 "Soviet Games" - an Internet resource located on the domain name <https://www.sovietgames.su/>, operating through the Internet and its accompanying services.
 - 2.1.2. Internet resource - a site containing information about the Goods, the Seller, allowing you to select, order and (or) purchase the Goods.
 - 2.1.3. Administration of the website of the Internet resource - employees authorized to manage the Site, acting on behalf of the Owner.
 - 2.1.4. The user of the website of the Internet resource (hereinafter referred to as the User) is a person who has access to the Site via the Internet and uses the Site.
 - 2.1.5. The content of the website of the Internet resource (hereinafter - the Content) - the protected results of intellectual activity, including the texts of literary works, their titles, forewords, annotations, articles, illustrations, covers, musical works with or without text, graphic, text, photographic, derivatives, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, selection, coordination, appearance, general style and location of this Content included in the Site and others intellectual property objects all together and / or separately contained on the website of the Internet resource.

3. SUBJECT OF THE AGREEMENT

- 3.1. The subject of this Agreement is to provide the User of the Internet resource with access to the Goods and services provided on the Site.
 - 3.1.1. The Internet resource provides the User with the following types of services (services):

- access to electronic content with the right to purchase Goods;
- access to search and navigation tools of the Internet resource;
- providing the User with the possibility of posting messages, comments, reviews of the Users, rating the content of the Internet resource;
- access to information about the Goods and information about the purchase of the Goods;
- other types of services (services) sold on the pages of the Internet resource, including paid services (services).

3.1.2. This Agreement covers all existing (actually functioning) services (services) of the Internet resource at the moment, as well as any subsequent modifications and additional services (services) of the Internet resource that appear in the future.

3.2. This Agreement is a public offer. By accessing the Site, the User is considered to have acceded to this Agreement.

3.3. The use of materials and services of the Site is governed by the current legislation of the Russian Federation.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The site administration has the right to:

4.1.1. Change the rules for using the Site, as well as change the content of this Site. Changes come into force from the moment the new version of the Agreement is published on the Site.

4.1.2. Restrict access to the Site if the User violates the terms of this Agreement.

4.1.3. Collect, analyze, use, share (including on a paid basis) information about the User contained on the Site, including, but not limited to, information about the User's contact and personal data, information about the User's actions on the Site, etc.

4.2. The user has the right to:

4.2.1. Get access to the use of the Site.

4.2.2. Use all the services available on the Site, as well as purchase any Goods offered on the Site.

4.2.3. Ask any questions related to the services of the Internet resource using the details that are in the section of the Site <https://sovietgames.su/soviet-team/>.

4.2.4. Use the Site solely for the purposes and in the manner provided for by the Agreement and not prohibited by the legislation of the Russian Federation.

4.3. The Site User undertakes:

4.3.1. Provide, upon request of the Site Administration, additional information that is directly related to the services provided by this Site.

4.3.2. Observe the property and non-property rights of authors and other rightholders when using the Site.

4.3.3. Do not take actions that may be considered as disrupting the normal operation of the Site.

4.3.4. Not to distribute using the Site any confidential and protected by the legislation of the Russian Federation information about individuals or legal entities.

4.3.5. Avoid any actions that may violate the confidentiality of information protected by the legislation of the Russian Federation.

4.3.6. Do not use the Site to disseminate advertising information, except with the consent of the Site Administration.

4.3.7. Do not use the services of the website of the Internet resource for the purpose of:

- 4.3.7.1. uploading content that is illegal violates any rights of third parties; promotes violence, cruelty, hatred and (or) discrimination on racial, national, sex, religious, social grounds; contains inaccurate information and (or) insults to specific individuals, organizations, authorities;
 - 4.3.7.2. inducement to commit illegal actions, as well as assistance to persons whose actions are aimed at violating the restrictions and prohibitions in force on the territory of the Russian Federation;
 - 4.3.7.3. violation of the rights of minors and (or) causing them harm in any form;
 - 4.3.7.4. infringement of the rights of minorities;
 - 4.3.7.5. representing yourself as another person or representative of an organization and (or) community without sufficient rights, including for the employees of this Internet resource;
 - 4.3.7.6. misleading about the properties and characteristics of any Product from the catalog of the Internet resource posted on the Site;
 - 4.3.7.7. incorrect comparison of the Goods, as well as the formation of a negative attitude towards persons (not) using certain Goods, or condemnation of such persons.
- 4.4. The user is prohibited from:
- 4.4.1. Use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, purchase, copy or track the content of the Site of this Internet resource;
 - 4.4.2. Disrupt the proper functioning of the Site;
 - 4.4.3. In any way to bypass the navigation structure of the Site to obtain or attempt to obtain any information, documents or materials by any means that are not specifically provided by the services of this Site;
 - 4.4.4. Unauthorized access to the functions of the Site, any other systems or networks related to this Site, as well as to any services offered on the Site;
 - 4.4.4. Violate the security or authentication system on the Site or in any network related to the Site.
 - 4.4.5. Perform a reverse search, track or attempt to track any information about any other User of the Site.
 - 4.4.6. Use the Site and its Content for any purpose prohibited by the legislation of the Russian Federation, as well as incite any illegal activity or other activity that violates the rights of the Internet resource or other persons.

5. USE OF THE INTERNET RESOURCE SITE

- 5.1. The Site and the Content that is part of the Site is owned and operated by the Site Administration.
- 5.2. The content of the Site cannot be copied, published, reproduced, transmitted or distributed in any way, as well as posted on the global Internet without the prior written consent of the Site Administration.
- 5.3. The content of the Site is protected by copyright, trademark law, as well as other rights related to intellectual property and unfair competition laws.
- 5.4. When using some services of the site, it may be necessary to create a User account.
- 5.5. The User is personally responsible for maintaining the confidentiality of account information, including the password, as well as for all, without exception, activities that are conducted on behalf of the User of the account.
- 5.6. The user must immediately notify the Site Administration of any unauthorized use of his account or password or any other security breach.

5.7. The site administration has the right to unilaterally cancel the User's account if it has not been used for more than 12 (twelve) calendar months in a row without notifying the User.

5.7. This Agreement applies to all additional terms and conditions for the purchase of Goods and the provision of services provided on the Site.

5.8. The information posted on the Site should not be construed as a change to this Agreement.

5.9. The site administration has the right, at any time, without notifying the User, to make changes to the list of Products and services offered on the Site, and (or) to the prices applicable to such Products for their sale and (or) services provided by the Internet resource.

5.10. Documents specified in paragraph 5.10.1 of this Agreement is regulated in the relevant part and extends to the use of the Site by the User. This Agreement includes the following documents:

5.10.1. Privacy policy.

5.11. Any of the documents listed in clause 5.10. of this Agreement may be subject to renewal. Changes come into force from the moment they are published on the Site.

6. LIABILITY

6.1. Any losses that the User may incur in the event of intentional or reckless violation of any provision of this Agreement, as well as due to unauthorized access to the communications of another User, are not reimbursed by the Site Administration.

6.2. The site administration is not responsible for:

6.2.1. delays or failures in the process of performing an operation arising from force majeure, as well as any case of malfunctions in telecommunications, computer, electrical and other related systems;

6.2.2. actions of transfer systems, banks, payment systems and for delays associated with their work;

6.2.3. proper functioning of the Site, if the User does not have the necessary technical means to use it, and also does not bear any obligations to provide users with such means;

6.2.4. the content (content) of the information posted on the Site.

6.3. The user is solely responsible for the interpretation and use of the content (information) posted on the Site.

7. VIOLATION OF THE TERMS OF THE USER AGREEMENT

7.1. The site administration has the right to disclose any information collected about the User of this Site, if disclosure is necessary in connection with an investigation or complaint regarding the misuse of the Site or to identify (identify) a User who may violate or interfere with the rights of the Site Administration or the rights of other Site Users.

7.2. The site administration has the right to disclose any information about the User that it considers necessary to comply with the provisions of the current legislation or court decisions, ensure compliance with the terms of this Agreement, protect the rights or safety of the Owner, Users.

7.3. The site administration has the right to disclose information about the User if the current legislation of the Russian Federation requires or permits such disclosure.

7.4. The site administration has the right to terminate and (or) block access to the Site without prior notice to the User if the User has violated this Agreement or the terms of use of the Site contained in other documents, as well as in the event of termination of the Site or due to a technical problem or problem.

7.5. The site administration is not responsible to the User or third parties for the termination of access to the Site if the User violates any provision of this Agreement or other document containing the terms of use of the Site.

8. RETURN OF GOODS AND CASH

8.1. The return of goods purchased by the User on the Site and the return of funds to the User is governed by Art. 26.1 of the Federal Law of the Russian Federation of February 7, 1992 No. 2300-I of the Law "On Protection of Consumer Rights".

9. DISPUTE RESOLUTION

9.1. In the event of any disagreement or dispute between the Parties to this Agreement, a prerequisite before going to court is to submit a claim (a written proposal for a voluntary settlement of the dispute).

9.2. The recipient of the claim within 7 (seven) calendar days from the date of its receipt shall notify the applicant of the claim in writing about the results of the consideration of the claim.

9.3. If it is impossible to resolve the dispute on a voluntary basis, any of the Parties has the right to apply to the court for the protection of their rights, which are granted to them by the current legislation of the Russian Federation.

9.4. Any claim regarding the terms of use of the Site must be brought within a period after the grounds for the claim arise, with the exception of copyright protection for the materials of the Site protected in accordance with the law. In case of violation of the terms of this clause, any claim or grounds for a claim will be extinguished by limitation of actions.

10. ADDITIONAL TERMS

10.1. The site administration does not accept counter offers from the User regarding changes to this User Agreement.

10.2. User reviews posted on the Site are not confidential information and can be used by the Site Administration without restrictions.

Updated on January 13, 2021.