

User Agreement for TimeLine Services

Posted: 24.11.2015

This document is a translation of User Agreement for TimeLine Services in English. In case of conflict between the Russian version of User Agreement for TimeLine Services and this translation - only the Russian version of User Agreement for TimeLine Services is legally binding. The Russian version of User Agreement for TimeLine Services can be found here: <http://dcpmaker.com/legal/rules/>

1. General Provisions

- 1.1. LLC "Timeline" (hereinafter - the "Timeline") offers Internet user (hereinafter - user) - use their services, including service DCP Maker, available at: <http://dcpmaker.ru/> (hereinafter - the "Service"), subject to the conditions set forth in this User Agreement (hereinafter - the "Agreement", "UA"). The Agreement shall enter into force on the date of expression User agree to its terms in the manner prescribed by p. 1.4 of the Agreement.
- 1.2. Timeline offers users access to a wide range of services, including the creation, modification, distribution and storage of various kinds of information and materials (content), personalization of content, shopping and so on. All currently existing services, as well as any development of and / or adding new is the subject of this Agreement.
- 1.3. Using the services of the Timeline governed by this Agreement, Privacy Policy (<http://dcpmaker.com/legal/confidential/>), as well as the conditions of use of certain services. Agreement may be amended Timeline without any prior notice, the new version of the Agreement shall enter into force on the date of its posting on the Internet at the specified address in this paragraph, unless otherwise provided in the new version of the Agreement. The current version of the UA is always on the page at <http://dcpmaker.com/legal/rules/>
- 1.4. Since use of any service / some of its functions, or passing the registration procedure, the User is considered to accept the agreement in its entirety, without reservation or exception. In case of disagreement user with any of the provisions of the Agreement, User shall not use the services of the Timeline. If the Timeline had made any changes to the Agreement in accordance with paragraph 1.3 of the Agreement, which the user does not agree, he is obliged to stop using the services of the Timeline.

2. The terms used in this Agreement

- 2.1. Account - created on the website of the Service and owned Timeline user account, which is stored on the Service set of user data necessary for its identification (authentication) on the Service, and provide access to his personal data, settings, acquire additional capabilities, statistical indicators in the Service as well as other similar information.
- 2.2. User - a natural person or a representative of the Entity with the necessary legal capacity to enter into this Agreement, which shall be entitled to use the services provided in the Timeline under this Agreement.

3. User Registration. User Account

- 3.1. In order to use the services of the Timeline, or some individual service functions, user need to register, as a result of which will be for the user, a unique user account.
- 3.2. To register a user agrees to provide accurate and complete information about yourself as prompted in the registration form, and keep this information up to date. If the user provides incorrect information or Timeline has reason to believe that the information you provide incomplete or incorrect, Timeline has the right in its sole discretion to block or remove user account and deny user to use its services (or their individual functions).
- 3.3. Timeline reserves the right at any time to require the user to confirm the information specified in the registration and request in connection with the supporting documents (in particular - the identity documents), failing which, at the discretion of the Timeline can be equated to the provision of false information and entail the consequences provided by para. 2.2 of the Agreement. If the user data specified in the submitted documents it does not correspond to the data provided during registration, as well as when the data specified in the registration does not allow to identify the user, Timeline is entitled to refuse the User access to the Account and the use of services Timeline.
- 3.4. Users' personal information contained in the user account is stored and processed in the timeline under the terms of this Privacy Policy (<http://dcpmaker.com/legal/confidential/>).
- 3.5. Means for access to a user account:
 - 3.5.1. When registering user chooses him login (unique character user account name) and password to access your account. Timeline has the right to prohibit the use of certain

logins and establish requirements for the username and password (length, allowed characters, etc.).

- 3.5.2. After registration, user account may be able to use an alternative means of authentication for access to the account, replacing them set a password. Access to such a facility may be provided by setting two-factor authentication in the management interface of the user account.
- 3.6. The user is solely responsible for the security (resistance to guessing) chosen by him means to access your account, as well as for securing their confidentiality. The user is solely responsible for all actions (and their consequences) within or using the services of the Timeline under the user account, including the cases of voluntary transfer of data users to access the User's account to third parties on any terms (including treaties or agreements). Moreover, all actions within or using the services of the Timeline under a user account are considered to be produced by the user, except in cases where the user, in the manner prescribed by p. 2.7, Informed the Timeline of unauthorized access to the services of the Timeline using the User's account and / or any breach of (suspected violations) confidentiality of their means of access to the account (password and two-factor authentication means).
- 3.7. User is obliged to immediately notify the Timeline of any unauthorized (not user's permission) access to the services of the Timeline using the account user and / or any other breach of (suspected violations) confidentiality of their means of access to the account. For safety reasons, the User is obliged to carry out a safe shutdown under your account ("Exit" button) at the end of each work session with the services of the Timeline. Timeline is not responsible for any loss or damage of data, and other consequences of any nature that may occur due to violations of the provisions of this part of the User Agreement.
- 3.8. User's use of your account.
 - 3.8.1. User may not reproduce, repeat, copy, sell or resell, and also be used for any commercial purposes, any portion of the services of the Timeline, or access to them, except when the user has received a permit from the Timeline, or when it is right user agreement provides a particular service.
 - 3.8.2. Certain categories of user accounts can restrict or prohibit the use of certain services of the Timeline or individual functions in the case if it is provided at registration or in the conditions of use of a particular service.
- 3.9. Termination of registration. Timeline has the right to block or delete the user account, and deny access to the use of any account to certain services of the Timeline, and delete any content without explanation, including in the event of the User Agreement terms or conditions of any other documents stipulated by clause. 13. Agreement, as well as in the case of non-use of the service, in particular:
 - 3.9.1. If the user does not use the service for more than 24 months.
- 3.10. Removing User Accounts
 - 3.10.1. The user may at any time delete your account on all services of the Timeline or with the appropriate function to terminate it in respect of some of them.
 - 3.10.2. Timeline Deleting an account in the following order:
 - 3.10.2.1. the account is locked for a period of one month during which the User's access to your account becomes impossible, and the content posted via this account can be removed;
 - 3.10.2.2. if during the above period the user account is restored, access to an account for the user to recover, but the content posted, with its help, can not be subject to recovery;
 - 3.10.2.3. If during the above period the user account is restored, all of the content posted to its use, will be deleted and the login will be available for use by other users. Since then, the recovery of the account of any information relating to it, as well as access to the services of the Timeline using this account - is not possible;
 - 3.10.2.4. Powered claims. 2.10.2.1., 2.10.2.2., 2.10.2.3. Agreement (except for login access to other users) procedure also applies to the ban access using any account to certain services.

4. General provisions on the use and storage

- 4.1. Timeline has the right to impose restrictions on the use of services for all users or for specific categories of users (depending on the seat of the Member, the language in which the service is provided, etc.), including: the presence / absence of certain functions of service, shelf life Information in the service, any other content, the maximum amount of data and information that can be sent or received by an account, the maximum size of the data or information or disk space, the maximum number of calls to the service for a specified period of time, the maximum period of storage of data or information, special parameters downloadable content

/ information / data, etc. Timeline can disable automatic recourse to their services, as well as to stop taking any information generated automatically.

4.2. Timeline has the right to send its users information and advertising messages.

5. Content / Information / User Data

5.1. The user is solely responsible for the compliance of the content produced and / or site users content / information / data requirements of the current legislation, including third-party liability in cases where the location of the user of a content / information / data or the content of the content / information / data violates the rights of and the legitimate interests of third parties, including moral rights of authors, other intellectual property rights of third parties and / or infringes on intangible goods belonging to them.

5.2. User acknowledges and agrees that the Timeline is not required to view the content of any type produced, processed, placed and / or distributed to the user through the services of the Timeline, as well as the fact that the Timeline has the right (but not the obligation) in their sole discretion to refuse the User in placing and / or distributing their content / information / data, or to remove any content / information / data that is available through the services of the Timeline. User acknowledges and agrees that he should independently evaluate the risks associated with the use of content / information / data, including an assessment of the reliability, completeness, compliance with any requirements, conditions or usefulness of the content / information / data.

5.3. User acknowledges and agrees that the technology of the Services may require a copy (reproduction) of content / information / data User Timeline, as well as its processing timeline for compliance with the specifications and conditions of operation of a particular service.

6. Terms and conditions of services of the Timeline

6.1. The user is solely responsible to third parties for their actions related to the use of the Service, including, if such action would lead to a violation of the rights and legitimate interests of third parties, as well as compliance with the law when using the Service.

6.2. When using the services of the Timeline User shall not:

6.2.1. Upload, send, transmit or in any other way to place and / or distribute content that is unlawful, harmful, defamatory, offensive to the morality, shows (or a promotion), violence and cruelty, violates intellectual property rights, promoting hatred and / or discrimination against people on racial, ethnic, sexual, religious, social grounds, contain insults to any persons or organizations, contains elements (or a promotion) pornography, child erotica, constitute an advertisement (or a promotion) services of a sexual nature (including under views of other services), explains the procedure of manufacture, use or any other use of narcotic substances or their analogues, explosives or other weapons;

6.2.2. Violate the rights of third parties, including minors and / or harm them in any form;

6.2.3. Impersonate another person or company representative and / or community without sufficient rights, including employees of the Timeline for the moderators of the owner of the service, and use any other forms and ways of illegal representation of others on the Internet, as well as Timeline introduce confusion about the properties and characteristics of any subjects or objects;

6.2.4. Upload, recycle, send, transmit or in any other way to place and / or distribute the content / information / data, in the absence of the rights to do so under the law or any contractual relations;

6.2.5. Upload, send, transmit or in any other way to place and / or distribute not allowed special advertising information, lists of other people's e-mail address scheme "pyramids", multilevel (network) marketing (MLM), the system earnings and Internet e-mail- businesses, "chain letters", and use the services of the Timeline to participate in these activities;

6.2.6. Upload, send, transmit or in any other way to place and / or distribute any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer or telecommunications equipment or software for unauthorized access as well as the serial numbers to commercial software products and programs for their generation, logins, passwords and other means to gain unauthorized access to resources on the Internet, as well as placing links to the above information;

6.2.7. Illegally collect and store personal data of other persons;

6.2.8. Disrupt the normal operation of Web sites and services of the Timeline;

6.2.9. To promote actions aimed at violation of the restrictions and prohibitions imposed by the Agreement;

6.2.10. Otherwise violate the rules of law, including international law.

6.3. To protect the user and the Timeline of fraud Timeline can provide information about the operations of the User to third parties for verification of user addresses. This address verification is carried out to validate the user specified billing address Payment Card Account. Timeline also reserves the right in its sole discretion not to send certain services you have paid through the Service. If the Timeline decides not to send you a service, you will be notified by e-mail and the user will be refunded the amount deducted from the payment card users User Agreement.

7. Exclusive rights to trademarks, content services, content / information / data

7.1. All the facilities available using the services of the Timeline, including design elements, text, graphics, illustrations, videos, computer programs, databases, music, sounds and other objects (hereinafter - the content of the services), and any content posted Timeline on services, are subject to the exclusive rights of the Timeline, users and other rights holders.

7.2. The content / information / data, as well as any other elements of the service is only possible in the framework of functional, proposed one way or another service. No part of the content of the services of the Timeline, and any content posted on the services of the Timeline, can not be used otherwise without the prior permission of the copyright holder. By using implied, including reproduction, copying, processing, distribution on any basis, display in a frame, etc. The exception is expressly provided for by the legislation of the Russian Federation or the conditions of use of a service Timeline.

7.3. User's use of the elements of content services, as well as any content for personal, non-commercial use is permitted provided that all the signs of copyright and related rights, trademarks and other notices of authorship, save the name (or nickname) of the author / the name of the right holder unchanged, maintaining appropriate object unchanged. The exception is expressly provided for by the legislation of the Russian Federation or the user agreement of a service Timeline.

7.4. In the context of this Agreement, the term "trademarks" means all legal or registered trademarks, logos, service marks, company names, domain names on the Internet and other designations of origin, which are now being used or will be used in the future timeline.

7.5. Nothing contained here do not give rights and can not be interpreted as giving the right to use any Trademark User Timeline, and / or the Service except as expressly provided in this Agreement.

7.6. User is obliged not to use the Timeline trademarks and / or Services in any manner that might tarnish, to put in an unfavorable light, or an adverse effect on these trademarks or Timeline.

7.7. The User agrees not to challenge (for example, in court or otherwise), not to promote or induce third parties to challenge the validity of any trademark or service Timeline trademark rights Timeline stated Timeline.

7.8. User is obliged not to use the trademark Timeline and / or the Service, or any of its variants (including writing the name misspelled) as a domain name or part of a domain name regardless of the name of the main domain, and as a metatag, keyword, or any other type of program code or data type.

7.9. The appearance of the web site of the Service, including all page headers, graphics, button icons and scripts, is the corporate identity, trademark or service mark of the Timeline, and can not be copied, imitated or used, in whole or in part, without the prior written consent of the Timeline.

7.10. All other and present on the site trademarks, product names, company names or logos are the property of their respective owners. Unless expressly stated otherwise, reference to any products, services, activities, or other information by trade name, trademark, manufacturer's instructions or supplier in any other way does not imply endorsement, sponsorship or recommendation on the part of the Timeline.

7.11. It prohibited the use of frames and hotlinks to the website of the Service or any image without prior written permission Timeline.

8. No warranty, limitation of liability

8.1. The user uses the service / services of the Timeline at your own risk. Services are provided "as is". Timeline does not assume any liability, including for compliance with the Service / User service purposes.

8.2. Timeline does not guarantee that: services meet / will meet the demand; Services will be uninterrupted, timely, secure or error free; results that can be obtained with the use of the service will be accurate and reliable, and can be used for any purpose or in any capacity

(e.g., to establish and / or confirm any facts), the quality of any product, service, , information, and so forth., obtained from the use of the service will meet the User's expectations.

- 8.3. Any information, data and / or materials, access to which the user using the services of the Timeline, you can use at your own risk and is solely responsible for the consequences of using these information, data and / or materials, including for damage that it can cause your computer to the User or to third parties, for any loss of data or any other damage.
- 8.4. Timeline is not responsible for the loss of users to access them established Account (loss login, password, other information necessary to use the service).
- 8.5. Timeline is not responsible for any kind of loss resulting from the use Timeline users of the service or parts / service features, users do not have access to the Internet and quality services of Internet providers.
- 8.6. In all circumstances, the responsibility of the Timeline, in accordance with Article 15 of the Russian Civil Code is limited to 1 000 (one thousand) rubles of the Russian Federation and entrusted to him in the presence of his actions guilt.

9. Personal Information

- 9.1. The User agrees to Timeline and its authorized representatives to the processing of personal data of users to any action (operation) or a set of actions (operations), made with my personal data, including (without limitation) the collection, recording, accumulation, storage, refinement (update, change), extraction, use, transfer (distribution, provision of access), depersonalization, blocking, deletion, destruction of personal data, as well as the implementation of any other action, provided by the current legislation of the Russian Federation, with the use of automation, including information and telecommunications networks, with or without the use of such funds, if the processing of personal data without the use of tools appropriate to the nature of actions (operations) performed with the personal data with the use of automation, if permits in accordance with a predetermined algorithm search of personal data recorded in the physical medium and contained in files or other systematic collection of personal data and / or access to personal data, and to transfer (including cross-border) of personal data to authorized representatives of the Timeline. User hereby acknowledges that the transferred them Timeline personal data are accurate and can be processed in the Timeline and its authorized representatives in the advertising and information purposes. The User agrees Timeline to guide me emails / informational messages to a specified e-mail me and / or mobile phone number, including information on current Timeline and its partners, promotions and other informational messages.
- 9.2. You agree that the text of my own free will and on my behalf the consent is stored electronically in a database and / or in hard copy, and confirms the agreement on the processing and transfer of personal data in accordance with the above provisions and take responsibility for the accuracy of the personal data.
- 9.3. The agreement provides for an indefinite period and may be revoked by me at any time by giving written notice to the Timeline at the address: 123557, Moscow, Bolshoy Tishinskiy per., D. 38, office 417, or by e-mail info [at] timeline.ru

10. Force Majeure

- 10.1. The User acknowledges and agrees that, if the Timeline is unable to provide software, services, functions, and (or) Website of the Service as a result of force majeure, the Timeline is not liable for breach of its obligations to the User, provided by the present Agreement. Force majeure is any event, independent of the Timeline.
- 10.2. User and / or Timeline released from liability for complete or partial failure to fulfill obligations under this Agreement if such failure is the result of force majeure (force majeure), including riots prohibitive actions of the authorities, natural disasters, fires, accidents and as a result of disruptions in telecommunications and electrical networks, actions of malicious programs, as well as the unscrupulous actions of third parties to obtain unauthorized access to or disabling hardware or complex.

11. Other provisions

- 11.1. The User agrees to use electronic means to conclude contracts, placing orders and create other records and to the electronic delivery of notices, regulatory documents, and changes to the above data on transactions with the Timeline.
- 11.2. User has no right to assign this Agreement or any rights or obligations set out therein. Timeline has the right without notice to assign this Agreement or any rights or obligations as defined in these third parties.
- 11.3. This Agreement is a contract between the User and Timeline on how to use the services, and supersedes all prior agreements between the User and the Timeline;

- 11.4. This Agreement shall be governed by and construed in accordance with the legislation of the Russian Federation. Issues not regulated by this Agreement, shall be settled in accordance with the legislation of the Russian Federation. All possible disputes arising from relations governed by this Agreement shall be resolved in accordance with the applicable legislation of the Russian Federation, according to the norms of the Russian law. Everywhere on the text of this Agreement, unless otherwise specified, the term "legislation" is understood as the legislation of the Russian Federation and legislation of the seat of the Member.
- 11.5. When using the functions of users with free services, because of the gratuitousness of services provided under this Agreement, the rules on consumer protection, provided by the legislation of the Russian Federation may not be applicable to the relationship between users and the Timeline.
- 11.6. Nothing in this Agreement shall be understood as the establishment between the user and the Timeline agency relationship, partnership relations, relations on joint activities, relationships, personal recruiting, or some other relationship, not expressly provided for by the Agreement.
- 11.7. If for one reason or another, one or more provisions of this Agreement shall be declared invalid or void, this does not affect the validity or enforceability of the remaining provisions of the Agreement.
- 11.8. Inaction on the part of the Timeline in the event of a breach by the User or other users of the provisions of the agreement were not deprive Timeline right to take appropriate actions to protect its interests later, and does not constitute a waiver of its rights Timeline in case of subsequent similar or similar violations.
- 11.9. This Agreement is made in Russian and in some cases, can be provided to the user for information in another language. In case of divergence of the Russian version of the Agreement and the version of the Agreement in any other language, the provisions of the Russian-language version of this Agreement.