

# User Agreement

The electronic service E-task is an electronic platform that allows users to post and complete tasks in the field of advertising services, translations, information retrieval, etc. Users perform certain actions on behalf of each other using the services of the site. A user who has sent a task to another user can also perform a counter task for this or another user.

The service agreement is concluded directly between users. Each user using the capabilities of the electronic platform can simultaneously be a customer of the service and a performer of a similar service for other users.

The service provides only services to ensure convenient interaction between users, as well as other services that are expressly provided for in this agreement.

The service is not a social network where users have personal pages, has no relation to social networks VKontakte (<https://vk.com>), Facebook (<https://www.facebook.com>), Instagram (<https://www.instagram.com>), Twitter (<https://twitter.com>), YouTube (<https://www.youtube.com>), other social networks.

The service is not an organization that carries out activities related to the performance of tasks on behalf of and in the interests of users, the result of which is including, but not limited to posting, changing information on users' pages on social networks, on sites, in applications.

All information posted on the electronic service (website) is for reference only and cannot be used as the only correct one, including for ordering and completing a task.

The service is an auxiliary means for user interaction, which does not replace personal communication of users. The service is an information intermediary between users.

Any user of the electronic service hereby confirms that he has read, understood, accepted, accepted and fully agrees to comply with this agreement. In the cases specified in this agreement, the user is considered to have sent another user an offer or the user is considered to have received another user's offer.

Any user is considered as such from the moment of registration on the site or performing other actions related to the use of the service's capabilities and until the termination of the obligations of the parties on the grounds provided for by the legislation of the Russian Federation.

## 1. Terms and definitions

User Agreement on the terms of use of the E-task service (hereinafter the User Agreement, agreement, offer) is an offer addressed to an unlimited number of persons and presented in this document.

Party to the User Agreement - service (hereinafter also Service, electronic platform, platform) E-task, user.

E-task (service E-task) - the entire administrative and technical team of the Service, responsible for its development and ensuring its operability, in one person; is in direct contact with the User and undertakes to provide information of a consulting nature on issues directly related to the use of the Service; is one of the parties to this User Agreement.

Social networks are online services that function in order to establish social links between registered users, where the latter have personal pages. These include: VKontakte (<https://vk.com>), Facebook (<https://www.facebook.com>), Instagram (<https://www.instagram.com>), Twitter (<https://twitter.com>), YouTube (<https://www.youtube.com>) and others.

Application - a program designed to perform specific tasks and designed for direct interaction with the user.

An electronic platform is a software and hardware complex of organizational, informational and technical solutions that ensure user interaction through electronic communication channels. The electronic platform includes an Internet resource (site).

Internet resource (site) - a resource located on the Internet at <https://e-task.net> and its subdomains, which is the property of the owner of the E-task electronic platform.

A site is a complex object of intellectual property, which is a collection of computer programs, databases, text, graphic and other information available to the user.

Services - services provided by one user for another or other users, including those related to posting, changing information on users' pages in social networks, on websites, in applications, fulfilling orders in the field of advertising services, translations, information retrieval, etc.; services provided by the electronic platform E-task.

Registration is the procedure for entering user data into a special form on the website, which is necessary for the E-task electronic platform to fulfill the terms of the User Agreement, according to which the registered user is the beneficiary, as well as for the user to access the services and capabilities of the electronic platform.

User - any individual who has used the capabilities of the E-task service.

Customer - a user who has placed a task for another user using the capabilities of the E-task service on the terms set forth in this agreement.

Executor - a user who has received a task from another / other user / users using the E-task service capabilities. Any natural person, individual entrepreneur (hereinafter also recognized as a legal entity in this agreement insofar as it does not contradict the essence of the specified subject of civil turnover) or a legal entity that, independently or through its representative (management body, if applicable), voluntarily passed registration.

Partner - any individual, individual entrepreneur (hereinafter also recognized as a legal entity in this agreement insofar as it does not contradict the essence of the specified subject of civil turnover) or a legal entity that independently or through its representative (management body, if applicable), voluntarily registered and became a member of the affiliate program.

User data is personal data.

Personal data - a) data that is automatically transmitted in the process of using the E-task services using the software installed on the user's device from which the services are accessed, including the IP address, cookie data, information about software and hardware user. Hereby, the E-task guarantees that as a result of using the services of the site, it does not gain access to personal data (including personal) contained on users' devices; b) personal information (including name, contact phone number, e-mail address), voluntarily and deliberately provided by an individual user when registering on the site and necessary for the implementation of the User Agreement, according to which the registered user is the beneficiary, as well as for user access- an individual to the services and capabilities of the electronic platform. In this case, the name of the parties to the User Agreement left by the user is considered his pseudonym.

Reimbursable service agreement - an agreement regulating the relationship between users for the provision of services related to the placement, change of information on the pages of users in social networks, on sites, in applications, the execution of orders in the field of advertising services, translations, information retrieval, etc.

Password is a unique sequence of characters and / or letters that is entered by the user when registering on the site and is subsequently used to access personal space (personal account) on the site.

Account is a personalized website interface with a set of user tools for using the services and capabilities of an electronic platform.

Task - a user's application for the provision of services for the placement, change of information on pages in social networks, on sites, in applications, fulfillment of orders in the field of advertising services, translations, information retrieval on terms determined by the User himself and not contradicting this agreement and the rules of social networks ... The task is completed in accordance with this agreement by means of an electronic form on the site by the User himself.

Balance - the user's virtual account on the site in rubles, the amount of which depends on the volume of completed tasks, the activity of partner's referrals and / or the amount of balance replenishment by the user.

Referral - a person who went to the site using a referral link and passed the registration procedure.

Referral link - a link to the site, which contains a unique identifier, is assigned to each registered user. Such a link is sent by the partner to the referral for the latter to gain access to the services of the site.

Rating is the rating of a registered user, which depends on the activity in the service and the quality of tasks.

## **2. Warranty and assurances**

2.1. The E-task electronic platform and the User hereby declares and guarantees to the other that on the date of the conclusion of the User Agreement and during the period of its validity:

- 2.1.1. is an entity operating in accordance with Russian legislation, has all the rights and all powers necessary to conduct business on the territory of the Russian Federation;
- 2.1.2. has all the powers to conclude this User Agreement and fulfill the obligations assumed under the user agreement;
- 2.1.3. has taken all the actions necessary to conclude and execute the User Agreement, and to ensure that the User Agreement is legal, binding on him and enforceable in relation to his counterparty;
- 2.1.4. as far as is known, there are no unresolved legal issues, the threat of litigation or other circumstances that may have negative consequences for the party to the User Agreement or its activities, the party to the User Agreement has not violated any material provisions of any contract concluded by it or otherwise agreement, there are no decisions, rulings and decisions of a court, arbitration court or other state body that may have a negative impact on the position of a party to the User Agreement or their activities;
- 2.1.5. there are no provisions in Russian legislation or other regulations, in contracts that are binding on a party to the User Agreement or property that may violate or interfere with the signing or execution of the User Agreement;
- 2.1.6. fulfillment of obligations under the User Agreement is an unconditional obligation of the party to the User Agreement, which at least has the same priority as the other obligations of the party to the User Agreement;
- 2.1.7. all information and documents provided by the party to the User Agreement to the other party in connection with this user agreement are true, true, complete and accurate in all respects, and the party to the User Agreement does not hide any facts that, if they became known, could to adversely affect the decision of the other party to the User Agreement to conclude this agreement;
- 2.1.8. has sufficient information about his counterparty to the extent necessary to select him as such, to understand that he has sufficient resources to fulfill his obligations under the user agreement;
- 2.1.9. The obligations of the party to the User Agreement under this agreement are legal, valid, effective and binding on the party to the User Agreement, subject to execution in accordance with the provisions of the User Agreement.

2.2. Each of the parties hereby acknowledges that it enters into the User Agreement, relying on the assurances and guarantees provided by the other party and which are essential to it.

## **3. General provisions**

3.1. The E-task electronic platform provides convenient remote interaction of users with each other for the purpose of posting, changing, performing other actions on users' pages on social

networks, websites, applications, fulfilling orders in the field of advertising services, translations, information retrieval and grants the right to use an electronic platform on the terms set forth in this user agreement.

3.2. The use of the electronic platform, as well as all relations between the user and the E-task electronic platform, are governed by this user agreement.

3.3. Any user, using the site, or using any of its functionality, thereby expresses his unconditional acceptance of all the terms of the User Agreement and all other conditions set forth on the pages of the site, undertakes to comply with them, and in case of disagreement with any of the conditions, immediately stop using the services and leave the electronic platform.

3.4. This User Agreement applies to all currently existing services and capabilities of the site, as well as to any development and / or addition of new services and capabilities, changes to existing services and capabilities.

3.5. The user acknowledges and agrees that nothing in the user agreement can be understood as establishing any other relationship between the user and the E-task electronic platform that is not expressly provided for in this user agreement.

3.6. This User Agreement is governed by the laws of the Russian Federation.

3.7. All possible disputes regarding this agreement and the relationship between the user and the E-task electronic platform will be resolved in accordance with the norms of Russian law in court at the location of the E-task electronic platform, unless otherwise expressly provided for by the legislation of the Russian Federation.

3.8. The recognition by the court of any provision of this agreement as invalid or unenforceable does not entail the invalidity or unenforceability of other provisions of the User Agreement.

3.9. Inaction on the part of the E-task electronic platform in case of violation by the user of the provisions of the User Agreement does not deprive the E-task electronic platform of the right to take appropriate actions in defense of its interests later, and does not mean that the E-task electronic platform refuses its rights in the event of subsequent similar or similar violations.

3.10. The E-task electronic platform reserves the right to change and (or) supplement this User Agreement without any special notice. The new version of the Agreement comes into force from the moment it is posted on this page, unless otherwise provided by the new version of the Agreement. The current version of the Agreement is always on this page at [https://e-task.net/docs/en\\_agreement.pdf](https://e-task.net/docs/en_agreement.pdf).

Silence of the user is regarded as consent to the changes and (or) additions to the agreement.

3.11 By clicking the "Login" button on the main page in the "Sign in" tab, the user agrees with the provisions of this Agreement and the Privacy Policy ([https://e-task.net/docs/en\\_privacy.pdf](https://e-task.net/docs/en_privacy.pdf)).

Also, consent is expressed at any stage of registration on the site, at any time of using the site.

At the time of registration, each user is assigned a "Low" rating. Further, depending on the activity in the service, the user's rating changes. Ratings are an integral part of the paid services agreement.

Qualitatively completed tasks, paid tasks as part of the provision of services to another user in accordance with the agreement between them and this agreement contributes to an increase in the user's rating on the E-task electronic platform. The increase in the rating is also affected by the replenishment of the balance.

Cancellation, deletion by the user of the results of his actions, violation of the terms in the provision of services to another user in accordance with the agreement between them and this agreement entails a decrease in the user's rating. The downgrade of the rating is also affected by the loss in arbitration, low activity in the service.

The rating can be either positive or negative.

3.12. The user also confirms that he has no right to transfer his login and password to third parties, and also has no right to receive a login and (or) password from third parties. The E-task electronic platform does not bear any responsibility for transactions between users.

3.13. The user is obliged to immediately notify the electronic platform E-task about any case of unauthorized access to the login, password and / or any violation of the security of the personal account on the electronic platform.

3.14. The E-task electronic platform reserves the right to block the user's account, including if the user has not used his access to the electronic platform within 180 calendar days from the date of registration on the website. All funds currently on the user's balance are held by the E-task electronic platform. Determination of the sufficiency of the account inactivity in each specific case remains at the discretion of the E-task electronic platform.

3.15. The E-task electronic platform does not bear any responsibility for the user's data that he provides to third-party resources and / or other third parties in the event of a transition to them from the electronic platform.

3.16. The E-task electronic platform is not responsible for possible loss and / or damage to data that may occur due to the user's violation of the provisions of this agreement, as well as improper access and / or use of the site.

3.17. The user is solely responsible for the security (resistance to guessing) of the password chosen by him, and also independently ensures the confidentiality of his password. The User is solely responsible for all actions (as well as their consequences) within or using the electronic platform under the user's account (login), including cases of voluntary transfer by the User of data for access to the User's account to third parties on any conditions (including contracts or agreements) without the approval of the same with the electronic platform E-task and (or) in violation of the terms of the agreement. In this case, all actions within or using the electronic platform under the user account are considered to be performed by the user himself.

3.18. To order and provide a service through the E-task electronic platform, as well as to access the services and capabilities of the electronic platform, the user undertakes to provide reliable and complete information on the issues proposed during Registration and necessary to fulfill obligations on the part of the E-task electronic platform, others users (depending on the situation) in relation to the service provided and / or the user's access to the electronic site. The user undertakes to keep this information up to date.

3.19. The data left by the user during registration and / or at any time when using the services of the site is not checked by E-task for compliance with certain requirements (reliability, completeness, legality, etc.), except for expressly provided cases. Meanwhile, the E-task electronic platform reserves the right at any time to require the user to confirm the data specified during registration, and (or) to request supporting documents (in particular, identity documents, documents confirming registration), the failure to provide which, at the discretion of the E-task electronic platform, can be equated to the provision of inaccurate information and entail the consequences provided for by the agreement. If the user data specified in the documents provided by him does not correspond to the data specified during registration, as well as in the case when the data specified during registration does not allow identifying the user, the E-task electronic platform has the right to deny the user access to the account. and / or using the electronic platform. The user is obliged to provide all the information and documents requested by the E-task electronic platform within the time period specified by the latter.

3.20. The E-task electronic platform has the right to block the user's account, as well as prohibit access using any account to certain services and capabilities of the electronic platform, and remove any content, links and information without giving reasons, including in case of violation of the terms by the user agreements and / or legislation of the Russian Federation. The fact of violation by the user of the terms of the agreement and / or the legislation of the Russian Federation is established by the electronic platform E-task unilaterally, independently. The user agrees to this procedure and undertakes to comply with the decision of the E-task electronic platform.

3.21. The user is solely responsible to third parties for his actions related to the use of the electronic site, including if such actions lead to a violation of the rights and legitimate interests of third parties, as well as for compliance with the legislation of the Russian Federation when using the electronic site.

3.22. When using the electronic platform, the user is not entitled to:

3.22.1. upload, send, transmit or in any other way post and / or distribute content (including information) that is illegal, malicious, defamatory, offending morality, demonstrates (or is propaganda) of violence and cruelty, violates intellectual property rights, promotes hatred and / or discrimination of people on racial, ethnic, gender, religious, social grounds, contains

insults to any person or organization, contains elements (or is propaganda) of pornography, child eroticism, represents advertising (or is propaganda) services of a sexual nature (including under the guise of other services), explains the procedure for the manufacture, use or other use of narcotic substances or their analogues, explosives or other weapons;

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

3.22.3. impersonate another person or representative of an organization and / or community without sufficient rights, including for employees or representatives of the electronic platform E-task, for moderators, for the owner of an electronic platform (website), as well as apply any other forms and methods illegal representation of other persons on the network, as well as misleading users or the electronic platform E-task regarding the properties and characteristics of any subjects or objects;

3.22.4. upload, send, transmit or in any other way post and / or distribute content, in the absence of rights to such actions in accordance with the legislation of the Russian Federation or any contractual relationship;

3.22.5. upload, send, transmit or in any other way post and / or distribute not specifically permitted advertising information, spam (including search), lists of other people's email addresses, pyramid schemes, multilevel (network) marketing (MLM), systems of online earnings and e-mail-businesses, "letters of happiness", as well as use the services and capabilities of the electronic platform E-task to participate in these events, or use the electronic platform, solely to redirect users to the pages of other domains;

3.22.6. upload, send, transmit or in any other way post and / or distribute any materials containing viruses or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs for unauthorized access , as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means for obtaining unauthorized access to paid resources on the Internet, as well as posting links to the above information;

3.22.7. use computer codes, files or programs to automate work with the service;

3.22.8. use a VPN, proxy or other tool to change your IP address;

3.22.9. unauthorized collection and storage of personal data of other persons;

3.22.10. disrupt the normal operation of the electronic platform;

3.22.11. post links to network resources, the content of which contradicts the current legislation of the Russian Federation;

3.22.12. facilitate actions aimed at violating the restrictions and prohibitions imposed by the agreement;

3.22.13. encourage the commission of 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;

3.22.14. violate the rights of minors and / or harm them in any form;

3.22.15. infringe on the rights of minorities;

3.22.16. otherwise violate the norms of the law, including the norms of international law;

3.22.17. post links, name or any other mention to other network resources with the ability to post and complete tasks for money (job exchanges, earnings exchanges) in their tasks or in any other way direct users to such sites.

3.23. The user acknowledges and agrees with the following prohibitions and restrictions set by the E-task electronic platform when using accounts.

The user is not entitled to use:

- 3.23.1. social media profiles without activity;
- 3.23.2. other people's social media profiles or their clones;
- 3.23.3. unfilled social media profiles, profiles without avatars and with closed walls;

The user is also not entitled to:

- 3.23.4. have more than one account at <https://e-task.net>. Otherwise, the E-task service has the right to block all user accounts on the site;
- 3.23.5. buy, sell, transfer or otherwise distribute accounts hosted on the website <https://e-task.net>;

- 3.23.6. wind up the rating in any way possible. For the initial violation of this rule, a fine, for the repeated blocking of the account.
- 3.24. The user acknowledges and agrees with the following prohibitions and restrictions set by the E-task electronic platform when replenishing the balance:
- 3.24.1. when the user deposits funds on the balance, the user agrees that the funds will not be returned and will be considered as compensation amounts for the granted rights to use the results of intellectual activity, the services actually rendered that are not refundable to the user, and which cannot be considered as losses or unjust enrichment, in accordance with the terms of this agreement and the legislation of the Russian Federation;
  - 3.24.2. to replenish the balance, the user must use only bank cards and accounts, access to which was obtained by him legally;
  - 3.24.3. the user is not entitled to replenish the balance on behalf of third parties;
  - 3.24.4. if the user's account on the site was blocked by E-task for violating the rules of use, the user has no right to demand the transfer of his funds to any other account on the site.
- 3.25. The user is prohibited from posting tasks where there is:
- 3.25.1 content (including information) that is illegal, harmful, defamatory, including offending morality, demonstrates (or is propaganda) of violence and cruelty, violates intellectual property rights, promotes hatred and / or discrimination against people based on racial, ethnic, gender, religious, social characteristics, contains insults to any persons or organizations, contains elements (or is propaganda) of pornography, child eroticism, represents advertising (or is propaganda) of sexual services (including under type of other services), explains the procedure for the manufacture, use or other use of narcotic substances or their analogues, explosives or other weapons;
  - 3.25.2. content directly or indirectly related to the policy of the Russian Federation.
- 3.26. The user acknowledges and agrees with the following prohibitions and restrictions set by the E-task electronic platform for performing tasks:
- 3.26.1. it is forbidden to take into work those orders that the user is not able to fulfill on time and with proper quality.
  - 3.26.2. users are prohibited from submitting work results of which they are not owners on the assignment;
  - 3.26.3. it is forbidden to provide false reports on the completion of tasks. This may be the reason for obtaining a blocking of the Account. The administration can periodically analyze user reports on the execution of tasks to identify violators who do not perform tasks, but send reports on their implementation;
  - 3.26.4. it is forbidden to perform tasks that contain content directly or indirectly related to the policy of the Russian Federation.
- 3.27. The user acknowledges and agrees with the following prohibitions and restrictions set by the E-task electronic platform for creating tasks:
- 3.27.1. it is forbidden to create personal orders, the executor in which the customer himself is indicated;
  - 3.27.2. it is forbidden to create fictitious orders, work on which will not be paid;
  - 3.27.3. vague wording of tasks with ambiguous meaning is prohibited;
  - 3.27.4. only one action can be required in one job. It is forbidden to combine two or more actions in one task that can be performed separately. Examples of combined tasks - translate two (or more) articles, leave at least five comments, etc.
  - 3.27.5. it is forbidden to create the same (or almost identical) tasks. It is forbidden to create several tasks if they can be replaced with one reusable task.
  - 3.27.6. it is forbidden to post tasks in the course of which it is required to send paid SMS messages (or other payments);
  - 3.27.7. it is forbidden to request / use user details, including phone number, passport data, bank account numbers;
  - 3.27.8. tasks are prohibited, the result of which may be the occurrence of debt obligations for the contractor;
  - 3.27.9. it is forbidden to create defamatory tasks;

3.27.10. it is forbidden to create tasks with deliberately impossible conditions or not feasible within the time allotted in the task.

3.27.11. it is forbidden to check and pay for the task outside the services of the site;

3.27.12. it is forbidden by the conditions of the task to require the performance of any actions before clicking the "Complete task" button, all actions in the task must be performed after creating an application (clicking the "Execute task" button);

3.27.13. when blocking, the execution tasks that were taken into work by the executors before the blocking of the task are paid to the executors automatically;

3.27.14. in case of refusal to pay for the task, it is prohibited to use the result of such work or part of the result of such work for any purpose, incl. publish, process, transfer to third parties. All rights to the result of unpaid work remain with the performer, and only the performer has the right to dispose of these results at his own discretion.

3.28. The user acknowledges and agrees with the following prohibitions and restrictions set by the E-task electronic platform for the affiliate program:

3.28.1. invited users must be active on the site, namely, to complete tasks and / or replenish the balance. Otherwise, the E-task electronic platform has the right to delete the account of the referral assigned to the partner. Determination of the adequacy of the activity of the account in each specific case remains at the discretion of the electronic platform E-task.

3.28.2. the user is prohibited from using the trade name, logo, design elements, other results of intellectual activity of the E-task electronic platform in the absence of the prior written consent of the E-task electronic platform.

3.28.3. it is prohibited to use targeted advertising for the service brand.

3.29. The E-task service is provided on an "as is" basis. E-task does not provide any guarantees regarding the error-free and uninterrupted operation of the service, and also does not provide any other guarantees not expressly specified in this and / or other agreements posted on the site.

3.30. The user agrees and understands that no software, including services, is free from errors. The user has no right when using the services:

- sell, issue licenses or sub-licenses, lease, rent, transfer services to third parties without the written consent of E-task.

- translate into other languages, modify, decompile, dismantle, disassemble services into separate components, modify services, reverse-translate services, modify, disassemble, decrypt and perform other actions with the object code and source text of services with the purpose, including obtaining information about the implementation of algorithms used in the software product.

- facilitate actions aimed at violating the restrictions and prohibitions imposed by this agreement.

- otherwise violate the norms of the law, including the norms of international law.

The User hereby confirms that he has the technical information necessary to launch and use the services of the E-task electronic platform, including information on the requirements for hardware and software. Also, the User confirms that he has the necessary technical means to use the provided services for their intended purpose.

Provisions of clauses 3.22., 3.29. of this agreement applies both to the services as a whole and to their individual components, including, but not limited to, design elements (graphics, arrangement of design elements of a software product, etc.), text, graphics, illustrations, videos, music, sounds, as well as, if available, additions, updates.

3.31. The user hereby confirms that they are not a resident of the Russian Federation and are not a citizen of the Russian Federation.

3.32. The User agrees and understands that any earnings from the E-task service are not available to residents and/or citizens of the Russian Federation.

3.33. The E-task electronic platform has the right to:

3.33.1. in cases where the opposite is not expressly provided for by this agreement, to determine unilaterally, out of court, the condition of the agreement (rule of conduct) that regulates the relations of the parties to the agreement in the situation that has arisen. The condition of the agreement created in this manner will be binding on the parties to the



agreement as if it were originally provided for by the agreement itself and (or) the parties subsequently entered into the necessary additional agreement about this.

3.33.2. in cases where the agreement and / or the website does not directly provide for objective criteria for assessing the results of the services provided (provided) and (or) their individual stages, actions included in the service, to determine unilaterally, out of court, the quality, compliance with the terms of the agreement, acceptability, reasonableness, sufficiency, and so on.

#### **4. Intellectual property**

4.1. All objects available using the services and capabilities of the electronic platform E-task, including design elements, text, graphics, illustrations, video, computer programs, databases, music, sounds and other objects (hereinafter referred to as the content of services), as well as any content posted on the services of the E-task electronic platform are objects of the exclusive rights of the E-task electronic platform and other rightholders.

4.2. The use of the E-task electronic platform, including the site, any other elements of the site or its services is possible only within the framework of the functionality offered by this or that service. No elements of the content of the services of the electronic platform E-task, as well as any content posted on the site, can not be used in any other way without the prior permission of the copyright holder, including the electronic platform E-task, if the latter is the copyright holder in relation to the corresponding result of intellectual activity. By use is meant, including: reproduction, copying, processing, distribution on any basis, etc. The exceptions are cases directly provided for by the legislation of the Russian Federation or the terms of use of a particular service of the electronic platform E-task. Any user has the right to contact the E-task electronic platform at any time for this and other reasons.

4.3. The E-task electronic platform grants the user a non-transferable right to use the services of the electronic platform, including the website and its individual elements only for its direct purpose, based on the purpose of the E-task electronic platform and provided that neither the user, nor any other persons with the assistance of the user will not reproduce, copy or process (modify) them, as well as use any of their parts for personal or commercial purposes.

4.4. The site may contain links to other sites on the Internet (third party sites). These third parties and their content are not checked by the E-task electronic platform for compliance with one or another requirement (reliability, completeness, legality, etc.), with the exception of expressly provided cases. The E-task electronic platform is not responsible for any information, materials posted on third-party sites to which the user gains access using the services, including for any opinions or statements expressed on third-party sites, advertising, etc., as well as for the availability of such sites or content and the consequences of their use by the user.

4.5. A link (in any form) to any site, product, service, any information of a commercial or non-commercial nature posted on the site does not constitute an endorsement or recommendation of these products (services, activities) by the E-task electronic platform, unless this is directly and unambiguously indicated by the electronic platform E-task itself.

#### **5. Relationships between users**

5.1. Users perform tasks for each other, including by posting, changing, deleting information on pages in social networks, websites, applications, fulfilling orders in the field of advertising services, translations, information retrieval. Users perform such actions on the basis of a service agreement.

5.2. The service agreement is concluded between users. In one unit of time, each user can simultaneously act as a customer of a service for performing certain actions, and a performer of a similar service for other users. The service agreement is considered concluded from the moment of acceptance by the executor of the customer's offer. The user is considered to have given a public offer on the terms set forth in this agreement, from the moment you click on the

"Add task" button. An offer acceptance is considered to be when another user clicks the "Execute" or "Execute task" button.

5.3. The provisions of the User Agreement, as well as information about the user's service for performing certain actions on another user's page on social networks, sites, applications, fulfilling orders in the field of advertising services, translations, information retrieval presented on the electronic platform, are a public offer of the user in accordance with Art. 435 and part 2 of Art. 437 of the Civil Code of the Russian Federation.

5.4. The provisions of the Civil Code of the Russian Federation on the provision of services (§ 2 Chapter 39) and other legal acts adopted in accordance with them apply to the relations between users.

5.5. The Contractor undertakes to provide services in accordance with the contract for the provision of paid services, and the user-customer undertakes to accept and pay for the services provided, unless otherwise follows from the nature of the service, this agreement and / or the agreement between users.

5.6. The content, cost, terms and other conditions for the provision of services are determined in the assignment, which is an integral part of the contract for the provision of paid services.

5.7. The task is created and placed by the customer using the services of the electronic platform E-task. The customer will be able to use the services of the E-task electronic platform to form a task, if the following conditions are met simultaneously:

5.7.1. the customer-user has completed the registration procedure on the site;

5.7.2. the customer-user has a positive balance.

5.8. The task may contain an indication to perform one or more actions related to posting, changing information on pages in social networks, websites, applications, fulfillment of orders in the field of advertising services, translations, information retrieval. By such actions, users mean, including, but not limited to the following:

5.8.1. content creation and placement;

5.8.2. entry, invitation to the group;

5.8.3. putting a like;

5.8.4. posting a comment;

5.8.5. repost placement;

5.8.6. adding, inviting friends;

5.8.7. adding to subscribers;

5.8.8. content views;

5.8.9. posting a review;

5.8.10. translation of the text into another language.

Assignments should be submitted by the customer only from their own account. Sending the same tasks from different accounts is prohibited.

5.9. Each user can be simultaneously a service provider for an unlimited number of other users.

5.10. The customer undertakes not to interfere with the provision of the service by the contractor.

5.11. The performer undertakes to work only with those tasks that he likes, otherwise the performer is prohibited from taking the task for execution. The Contractor undertakes to provide services, acting in the interests of the customer, making every effort to express a positive attitude towards the user by performing actions agreed in the task, acting in good faith and reasonably.

5.12. Services are rendered by the contractor with high quality, on time, without errors and in accordance with the assignment.

5.13. At the time of payment for the completed task, the performer undertakes to transfer to the customer exclusive rights in full to all content transmitted in the work and to allow the use of the transmitted content under any name, including a fictitious one. The Contractor who has transferred, in accordance with this user agreement, the exclusive right in full to all transmitted content, agrees to the publication of such content.

5.14. The place of provision of services may be the location of the contractor, which may differ from the location of the customer specified during registration on the website.

5.15. The E-task electronic platform does not in any way affect the pricing. The speed of the assignment depends on the price, the attractiveness of the assignment and the number of active performers at the current moment. When creating a task, the customer locks the amount of funds required for the task on the balance sheet. Unless otherwise provided by the agreement of the parties and / or does not follow from the essence of the service provided, payment for services is made in full by the customer after the provision of services by transferring funds using the E-task electronic platform. The E-task service transfers the funds received from the customer to the contractor. Funds received from the customer as payment for the services of the contractor are instantly credited to the balance of the latter.

5.16. In order to provide services in real time using the services of the Platform, the contractor independently ensures the availability of the necessary technical infrastructure, including, but not limited to, hardware and software, equipment, communication channels with a certain frequency.

5.17. The customer's obligations to pay for the contractor's services are deemed to be duly fulfilled from the moment the funds are received on the contractor's balance.

5.18. The date of the provision of services is the date of completion of all actions in full, provided for by the assignment, unless another date of the provision of services directly follows from the essence of the service provided by the contractor.

5.19. The Contractor undertakes to immediately, in the shortest possible time, correct all the shortcomings, inconsistencies made by him in the provision of services to the customer.

5.20. The services are considered to be provided by the contractor and accepted by the customer immediately after the status of the task is changed to completed.

If, after taking the task for execution, the executor refuses the task, and the E-task service becomes aware of this fact, then the number of executions is adjusted in the customer's task, and the task is automatically re-executed (that is, if the execution is canceled by one executor, the task can be completed another artist). In this case, the performer's rating may decrease, the probability of this is determined by the service independently, unilaterally.

5.21. The customer has the right, using the capabilities of the E-task service, to send the task for revision to the executor, including in the case of improper performance of the task. The improper performance of the task is understood, including, but not limited to, the use of the profiles provided for in clauses 3.23.1-3.23.3. of this agreement, closing the customer's wall in the event of a repost, posting comments that do not correspond to the task and the requirements of this agreement, an unavailable site on which actions are performed on the created orders.

5.22. Users agree that in case of violation of the verification deadlines approved in the task, the service is considered to be provided in proper quality, the reward is automatically sent to the contractor to the balance. In this case, points may be deducted from the customer, which affect the rating. The number of points is determined by the service independently, unilaterally.

5.23. The users hereby have determined that the contractor does not guarantee the compliance of the result of the provision of services under the contract for the provision of services for a fee to the expectations and (or) ideas of the customer and (or) third parties. The customer hereby understands and agrees that his actions to change information on the pages of users in social networks (for example, deleting a like, photo, another user from among friends), sites, applications, can lead to a decrease in the recognition and popularity of these pages, sites, applications among other users.

5.24. Users agreed to keep in confidentiality any information received in relation to each other in the course of fulfilling obligations under this agreement, service agreement. Confidential information does not include publicly available information and information for the dissemination of which the user has agreed.

5.25. The amounts transferred by the customer to the contractor are not refundable in case of violation by the customer of the provisions of the contract, including non-performance, improper performance of his obligations under the contract or as a result of his inaction, as well as in the case when the customer decides to terminate the contract (on any grounds), either loses interest in services or, due to other circumstances, cannot fulfill its obligations under the contract. In this case, the parties agree that the amounts of the customer's funds will be

considered as amounts of compensation to the contractor for canceling the contract, are not refundable, and cannot be considered as losses or unjust enrichment, in accordance with the terms of the contract and the legislation of the Russian Federation.

5.26. Users are liable for non-fulfillment or for improper fulfillment of obligations assumed under the contract for the provision of services in accordance with the legislation of the Russian Federation, the terms of the contract for the provision of services for compensation, this agreement.

5.27. All disputes, disagreements or requirements of users arising from or in connection with the contract for the provision of services concluded between them, including those concerning its execution, violation, termination or invalidity, are resolved by contacting the administration of the electronic platform E-task. If it is impossible to resolve the differences in a pre-trial procedure, they are subject to consideration in court at the location of the E-task electronic platform. The pre-trial procedure for resolving disputes is considered by users as a mandatory claim and non-compliance with it prevents any of the users from directly contacting the appropriate court, the time for responding to a claim is 10 (ten) business days from the date of receipt.

5.28. Users acknowledge as written evidence electronic correspondence via e-mail, SMS messages and / or using the capabilities of the service.

5.29. Any interaction of users within the framework of the service agreement concluded between them is carried out with the obligatory notification of the E-task electronic platform in accordance with this agreement.

5.30. Any decisions made by users in relation to each other within the framework of cooperation under a service agreement concluded using the E-task service are autonomous and independent. This provision applies to any decisions made by users in relation to each other, including about possible cooperation, possible conditions for such cooperation, the conclusion of any agreements, the commission of any actions / omissions in the course of such cooperation. Such decisions are based on their own experience, practice, discretion, knowledge of users. At the same time, users acknowledge and understand that the E-task service, by its actions, inaction, does not in any way affect the adoption of such decisions.

## **6. The relationship between the user and the electronic platform E-task**

6.1. In order to ensure remote interaction of users, the E-task electronic platform, on behalf of the user, performs legal and other actions on behalf of and at the expense of the user. A mixed agreement is concluded between the user and the E-task electronic platform, which includes elements of a service agreement, agency and license agreements. The agreement is considered concluded from the moment the user registers on the site or performs other actions related to the use of services or the capabilities of the electronic platform E-task.

6.2. The electronic platform E-task can be an agent for an unlimited number of users at the same time.

6.3. The electronic platform E-task, in the interests and at the expense of the user, performs, including, but not limited to, the following actions:

6.3.1. collects information about the user and his assignment necessary for the provision of services by conducting a survey of the user.

6.3.2. informs the user about the requirements for the technical infrastructure, the provision of which is necessary to receive the service.

6.3.3. immediately after the user clicks the "Add task" button, generates a task and publishes it in a timely manner in the appropriate section of the site.

6.3.4. determines according to the list of users-customers and users-executors, in every possible way contributes to the conclusion of an agreement for the provision of services between them, including through the formation and direction of tasks.

6.3.5. accepts payments from the customer.

6.3.6. informs the contractor about the transfer of funds to him by the customer by posting a notification in the contractor's personal account.

6.3.7. checks the provision of services according to the assignment;

6.3.8. timely transfers to the contractor the funds received from the customer.

For all questions related to the content of this and other clauses of the agreement, you can contact the technical support service [help@e-task.net](mailto:help@e-task.net). The response can be received within 30 days from the date of receipt of the message by the site or earlier at the discretion of the site. Technical support reserves the right to ignore messages that contain obscene words and expressions, insults and threats.

6.4. In order to determine the customer's need for a specific service, the E-task electronic platform, on behalf of the customer, assists the latter in forming a request for the provision of services. The methods of formation and presentation of the request are determined by the electronic platform E-task independently, at its discretion, taking into account the instructions of the customer.

6.5. The E-task electronic platform provides users with a simple (non-exclusive) license to use the E-task service software for their intended purpose. A License Agreement is concluded between the user and the E-task service. The license agreement is considered concluded from the moment the user registers on the site or performs other actions related to the use of services or the capabilities of the electronic platform E-task. The license agreement is of a compensatory nature, unless otherwise expressly stated in this agreement, on the site and / or does not follow from the essence of the E-task service used by the user.

6.6. The services and software capabilities of the E-task electronic platform allow the user, including but not limited to, to perform the following actions:

6.6.1. creation and management of a task, registration of a request for the provision of services; clarification of the initial request with the placement of comment (s) to it; sending a request for revision to the performer.

6.6.2. obtaining information about users who are ready to provide services, as well as the conditions for the provision of such services.

6.6.3. placement, communication of information and materials necessary for the provision of services.

6.6.4. payment for the services of performers in the manner determined by the agreement between users, provided that it does not contradict the terms of this agreement.

6.6.5. obtaining information about the progress of the provision of services, as well as the result of the services provided.

6.6.6. providing the contractor with the information and materials necessary for the provision of services, including through the publication of comments and explanations on the website.

6.6.7. performing other actions related to the use of platform services for their direct functional purpose.

6.7. The Service provides an internal user account (balance). The balance can be replenished through the payment system or by activating the coupon received from the administration. In addition, the balance can be replenished by completing tasks in the service, as well as automatically - with funds earned through the Affiliate Program, the amount of which corresponds to the specified partner percentage from the balance replenished by the user's referrals. Funds from the balance can be used to pay for your tasks. Funds from the balance can be withdrawn by means of an application in the corresponding section of the service. The current withdrawal methods are on the page <https://e-task.net/balance> in the "Withdrawal of funds" section and are an integral part of the contract for the provision of paid services. The balance is replenished using the appropriate tools of payment systems. As soon as the Service receives a payment notification from the payment system, the balance is instantly replenished, and the customer can order certain services, pay a fee.

6.8. Unless otherwise provided by this agreement and / or on the site of the site, the User undertakes to pay the license fee to the electronic site E-task. The amount of remuneration for the E-task electronic platform is determined on the website page <https://e-task.net>. The E-task electronic platform has the right to unilaterally, out of court, change the amount of remuneration, about which it notifies the user by making appropriate changes to this agreement. Payment of remuneration of the electronic platform E-task is made by withholding the funds due to the latter from any amounts received from the user.

6.9. Also, the user has the right to make a prepayment of the remuneration of the electronic platform E-task, ensuring the transfer of the last corresponding amount of money to the bank account.

6.10. Interest for the use of funds in the bank account of the E-task service and received by the latter for any reason related to the agreement is not charged or paid.

6.11. Unless otherwise provided by a separate agreement of the parties and / or on the site, payment of remuneration can be made by online payment.

6.12. The amounts of any money paid by the customer to the site are not refundable, including in the event of violation by the customer of the provisions of the contract, including failure to perform, improper performance of his obligations under the contract or as a result of his inaction, as well as in the case when the customer-customer accepts the decision to terminate the contract (on any grounds), either loses interest in the services or, for other reasons, cannot fulfill its obligations under the contract. In this case, the parties agree that the customer's payments will be considered as compensation to the site for canceling the contract, are not refundable, and cannot be considered as losses or unjust enrichment, in accordance with the terms of the contract and the legislation of the Russian Federation.

6.13. Executor:

6.13.1. immediately notifies E-task of all cases of the customer making any claims, requirements, notifications to the contractor regarding the quality of the services provided by him, regardless of the form and method of submitting such claims, requirements, notifications;

6.13.2. immediately notifies E-task of all proposals received from the customer to resolve a dispute related to the provision of services, regardless of the form and method of submitting such proposals;

6.13.3. in advance agrees with E-task all actions / omissions related to the settlement of a dispute with the customer on the fact of failure to provide or the provision of services of inadequate quality;

6.13.4. does not conclude or sign any agreements with the customer, the subject of which is the payment of funds to the customer upon failure to provide or the provision of services of inadequate quality without prior written approval from E-task;

6.13.5. does not pay the customer the principal debt, forfeit, interest and does not compensate for losses in connection with the failure to provide or the provision of services of inadequate quality without prior written consent from E-task.

6.14. User's failure to comply with the conditions stipulated in clause 6.13. agreement means, including but not limited to, the following:

6.14.1. full and unconditional consent of the contractor to independently bear all possible risks, losses associated with the failure to provide services or the provision of services to the customer of inadequate quality;

6.14.2. proper performance of E-task obligations under this agreement;

6.14.3. the absence of guilty actions of the E-task, a causal relationship between the actions / inaction of the E-task under this agreement and the consequences for users, including in the form of losses;

6.14.4. lack of communication between the subject of this agreement and the contract concluded with the customer;

6.14.5. lack of dependence between the subject of this agreement and the provision of services to the customer;

6.14.6. failure by the performer to take reasonable measures to exclude the occurrence of losses for him or reduce their size.

6.15. Users are obliged to take any actions, complete any formalities necessary, in the opinion of the E-task service, for the execution of the User Agreement in general and in terms of the return or transfer of funds.

6.16. The amount of funds that the E-task service has owed to the contractor is also recognized as the amount of the deposit (another method of securing obligations not provided for by the legislation of the Russian Federation). From the specified amount of the deposit, the E-task service, on account of the fulfillment of obligations by the contractor, has the right to withhold

the amounts of fines, expenses or other payments, the obligation to pay which arose from the contractor, including in case of evasion of obligations, as well as related to the resolution of a dispute between users.

6.17. The user hereby acknowledges and agrees that the E-task service:

6.17.1. is not a social network, nor is it an organization that performs tasks of users to change information on pages in social networks.

6.17.2. does not provide services for changing information on users' pages on social networks, websites, applications, either for free or for free. All information posted on the electronic platform is for reference only and cannot be used as the only correct one.

6.17.3. is not the initiator of the execution of tasks, as well as the conclusion and execution of a service agreement between users using the E-task service.

6.17.4. does not check any conclusions, conclusions, recommendations, documents emanating from the contractor as part of the provision of services under a service contract for validity, consistency, validity, reliability, compliance with the current legislation of the Russian Federation.

6.17.5. is not responsible for non-fulfillment or improper fulfillment by the contractor of obligations under the service agreement concluded with the customer using E-task services.

6.17.6. is not responsible for the discrepancy between the result of the services provided by the contractor to the customer, including the expectations and ideas of the customer.

6.17.7. is not responsible for any damage, harm, losses incurred by the customer as a result of the provision of services to him.

6.17.8. is not responsible for technical malfunctions, errors, failures in the operation of services, which served as an obstacle to the provision of services by the contractor, if such failures occurred due to objective reasons. The objectivity of the cause that caused technical problems is established by the E-task service independently, unilaterally out of court.

6.18. The user hereby understands and takes into account the following:

6.18.1. any conclusions, conclusions, recommendations emanating from the E-task service under this agreement are an expression of the opinion of the E-task service itself, based on commercial experience, practice, own discretion, knowledge of the E-task service.

6.18.2. the opinion and discretion of the E-task service may differ from the position of third parties, including representatives of authorities, other specialists in this field, employees, counterparties, partners, affiliates of the user.

6.18.3. when implementing the actions and measures proposed by the E-task service, the risk of a conflict between the user and third parties, including regulatory authorities, counterparties, employees, etc., is not excluded. The risk of such conflicts is borne by the user.

6.18.4. data / tasks that violate the rules of the E-task service can be deleted / edited.

6.19. The user independently places an offer and concludes an agreement on the provision of services with another user through the E-task service, at his own peril and risk. The E-task service does not guarantee that the contractor will fulfill his obligations under the service agreement.

6.20. The E-task service is an intermediary in the relationship between users. All payments that go to the user's electronic wallet on the site are his reward received from the ordering user and / or the referral user. The E-task service is not a user tax agent. The user independently pays all taxes and insurance premiums from any rewards received using the services of the E-task platform.

## **7. Terms of the affiliate program**

7.1. After completing the registration procedure on the site, the user can take part in the multi-level partner program of the E-task service, becoming a partner. The affiliate program of the E-task service provides for the provision of marketing services by a partner to another person who is not yet a user of the site (hereinafter referred to as a referral) with the receipt of a partner reward. An agency agreement is concluded between the partner and the E-task electronic

platform. The agreement is considered concluded from the moment of registration of the partner on the website and performing other actions related to the provision of services to the referral using the services of the electronic platform E-task.

7.2. The electronic platform E-task can be an agent for an unlimited number of users at the same time.

7.3. The electronic platform E-task, in the interests and at the expense of the user, performs, including, but not limited to, the following actions:

7.3.1. generates a referral link to refer a referral.

7.3.2. informs the user about the requirements for the technical infrastructure, the provision of which is necessary to receive the service.

7.3.3. accepts payments from the referral.

7.3.4. timely transfers to the partner the funds received from the referral.

7.3.5. in every possible way contributes to the conclusion and execution of the contract for the provision of services between the partner and the referral.

7.4. The user who has taken part in the affiliate program of the electronic platform E-task acknowledges and guarantees the latter that on the date of the conclusion of the User Agreement and during the period of its validity:

7.4.1. when fulfilling obligations under the contract for the provision of paid services to the referral, any rights of third parties, including other users, will not be violated.

7.4.2. will not take any actions that entail the emergence, change and (or) termination of the rights and obligations of the referral and (or) E-task, except for those that are expressly and unequivocally provided in this agreement.

7.5. Under the marketing services under clause 7.1. of this agreement means a set of actions by a partner using the services of the E-task platform for finding and selecting an executor to perform referral tasks related to posting, changing, deleting information on pages in social networks, websites, applications, searching for information, translations, etc.

7.6. The provisions of this section provide general conditions for the provision of services by the partner to the referral for a fee. Such general conditions determine the content of the contract for the provision of services for a fee, concluded between the partner and the referral by sending the offer by the partner and accepting it by the referral in the ways specified in this section of the agreement.

7.7. An agreement for the provision of services for a fee is considered concluded between the partner and the referral from the moment the partner receives information about the acceptance of his offer to provide services to the referral. A partner is considered to have given an offer on the terms set forth in this agreement, from the moment the referral is sent a referral link. Acceptance of the partner's offer is the receipt by the referral of a referral link and the passage of the registration procedure on the site.

7.8. The provisions of the Civil Code of the Russian Federation on the provision of paid services (§ 2 Chapter 39), as well as the Law of the Russian Federation "On Protection of Consumer Rights" dated 07.02.1992 No. 2300-1 and other legal acts adopted in accordance with them are applied to the relationship between the referral and the partner.

7.9. The partner undertakes to provide services in accordance with the contract for the provision of paid services, and the referral undertakes to accept and pay for the services rendered. Information about the amount of the partner's remuneration is posted on the page of the website <https://e-task.net> and is an integral part of the contract for the provision of paid services.

7.10. A new user who has followed the referral link and registered within 30 days from the moment of the first transition will be considered a partner's referral. If within 30 days after clicking on the referral link the user has not registered, went to the site using the referral link of another partner and registered, then he will be taken into account for the partner, the click on the link of which ended with registration. Referrals are counted on the basis of cookies installed in users' browsers.

7.11. For the provision of services, the referral pays a reward to the partner using the services of the site. The amount of remuneration depends on the rating and the presence of complaints about the partner, on the level of the attracted referral. Actual rates are located on the



page <https://e-task.net/partner> and are an integral part of the contract for the provision of paid services. "

The crediting of funds (points) to the partner occurs simultaneously with the performance of the corresponding action (task completion) by the referral.

7.12. The partner can "withdraw" or use payments to the executors for the tasks. The current withdrawal methods are on the page <https://e-task.net/balance> in the "Withdrawal of funds" section and are an integral part of the contract for the provision of paid services. Payments are made after moderation (up to 14 days).

7.13. When making settlements for the transfer of funds to a partner, the E-task service has the right to reimburse the costs associated with the fulfillment of such an obligation (order) from these funds.

7.14. Taking into account the order specified in clause 7.13. of this agreement, the partner may instruct the E-task electronic platform to transfer funds from his balance to an account in the electronic settlement system (the current withdrawal methods are on the page <https://e-task.net> in the "Withdrawal of funds" section).

7.15. The transfer by the E-task electronic platform as an agent of the partner's funds to the account specified by him in the electronic settlement system is made within 1 working day (the exact dates for crediting payments to the account in the electronic settlement system, the amount of the commission is indicated on the websites of electronic payment systems) from the date of receipt from user of the order generated using the services of the electronic platform E-task, unless otherwise provided by this agreement. The order must contain the details required for the transfer of funds, including the bank account number, bank details, an indication of the payment system, for example, QIWI Wallet, etc.

7.16. If the user's order is related to the withdrawal of funds from the balance in the amount of 500 rubles. and higher, then the E-task electronic platform, before executing the order, checks the fact of the partner's compliance with the rules of the E-task electronic platform. The procedure and timing of such a check are determined by the E-task electronic platform independently. The user hereby agrees with this procedure, undertakes to comply with the decision of the E-task electronic platform, understands and agrees with the following:

7.16.1. the terms of the execution of the order to transfer funds from the balance sheet can be increased for the period of the preliminary check by the electronic platform E-task;

7.16.2. the order to withdraw funds from the balance will not be executed by the electronic platform E-task, if a violation of the terms of this agreement is found.

7.17. The amount of funds located at the electronic platform E-task, received from the referral and due to the partner, is also recognized as the amount of the deposit (another method of securing obligations not provided for by the legislation of the Russian Federation). From the specified amount of the deposit, the E-task electronic platform, in order to fulfill its obligations by the partner, has the right to withhold the amount of fines, expenses or other payments, the obligation to pay for which has arisen from the partner.

7.18. The partner hereby acknowledges and understands all the risks associated with doing business in which he uses the E-task service. The partner acknowledges that the commercial success of his activities, including taking into account the use of the E-task service, will depend primarily on his efforts, capabilities and abilities, as well as on other factors beyond the control of the E-task service. By such factors, the Parties to this Agreement mean, including but not limited to, competition, interest rates, economic conditions, government actions, weather conditions, legislation and law enforcement practice, trends in consumption, inflation, labor costs, lease terms, conditions market and other conditions that cannot be foreseen, estimated, determined. The E-task service understands and admits that entrepreneurial activity, during which a partner uses the service to provide services, may be unprofitable, and the use of the service capabilities, recommendations, materials, information, results of intellectual activity posted on the site does not guarantee the achievement of certain sales volumes, revenue, profit.

7.19. Nothing in this agreement constitutes a separate legal entity, simple partnership, partnership or joint venture between the parties, as well as the relationship of the parties to any transaction (agreement) of a corporate nature.

7.20. The parties to the agreement in the performance of their obligations are not limited only to those actions that are expressly indicated in this agreement and individual agreements of the parties, but take into account the actual general will of the parties, taking into account the purpose of the agreement concluded between the parties.

7.21. Users are liable for non-fulfillment or for improper fulfillment of obligations assumed under the contract for the provision of services in accordance with the legislation of the Russian Federation, the terms of the contract for the provision of services for compensation, this agreement.

7.22. Any decisions made by a partner and a referral in relation to each other within the framework of cooperation under a contract for the provision of services for a fee, concluded using the E-task service, are autonomous and independent. This provision applies to any decisions made by a partner and a referral in relation to each other, including about possible cooperation, possible financing conditions, the conclusion of any agreements, the commission of any actions / inaction in the course of such cooperation. Such decisions are based on their own experience, practice, discretion, knowledge of the partner, referral. At the same time, the partner, the referral admits and understands that the E-task, by its actions, inaction, does not in any way affect the adoption of such decisions.

## **8. Disclaimer of Warranties; Limitation of Liability**

8.1. The user uses the electronic service E-task at his own risk. The service is provided on an "as is" basis. The E-task service does not provide any guarantees regarding the error-free and uninterrupted operation of the service, and also does not provide any other guarantees not expressly specified in this agreement. The E-task service makes no guarantees, conditions, representations or provisions (expressed or implied) for everything, including without limitation non-infringement of the rights of third parties, commercial quality, integration or suitability for certain purposes.

8.2. The user agrees and understands that no software, including services, is free from errors.

8.3. E-task does not guarantee the operability of the E-task Service in case of violation of the conditions described in this agreement or other documents (including those on the E-task website), as well as in case of violation by the user of the terms of this agreement or any other agreements concluded between the E-task and the user.

8.4. E-task does not guarantee to the user the operability of the Service if the user does not update the Service, if such are offered by the E-task and (or) are available to the user. The user undertakes to independently monitor the appearance of the corresponding service updates, if any are posted by E-task.

8.5. The user agrees that only he is responsible for the choice of the Service to achieve the desired or desired results, as well as for the results obtained with its help.

8.6. To the maximum extent permitted by applicable law, E-task does not bear any responsibility for any direct and (or) indirect consequences of any use or inability to use the Service and / or losses (including real damage, lost profits) caused to the User and / or third parties as a result of any use, non-use or inability to use the Service or its individual components and / or functions, including due to possible errors or failures in the Service.

8.7. Under any circumstances, the responsibility of the E-task in accordance with Article 15 of the Civil Code of Russia is limited to a total amount of 10,000 (Ten thousand) rubles.

8.8. The User who discovers a defect or software error in the process of using the service is obliged to immediately inform the E-task about this, indicating the specific actions performed by the User immediately before such detection. In the event that the User fails to fulfill the obligations specified in this clause, and / or the latter uses a defect or software error for its own purposes, including for making a profit and disclosing the fact of the existence or nature of manifestation to third parties (hereinafter referred to as the unlawful use of a software error), this

agreement is considered terminated from the moment of such unlawful use of a software error, and the User may be held liable in accordance with the civil and criminal legislation of the Russian Federation.

8.9. The user hereby acknowledges and confirms that all decisions on the advisability of concluding a service agreement with another user are made by him independently. The user is solely responsible for making such decisions, undertakes not to make claims to E-task in connection with non-performance of the service agreement or claims related to the occurrence of other negative events for the user.

8.10. E-task does not interfere with the contractual relations of users arising on the basis of service contracts concluded in the manner prescribed by the Agreement, and is not a party to such contracts. Disputes arising between users, including during the execution of contracts concluded in accordance with the Agreement, are considered in accordance with the procedure established by law, including through legal proceedings between users.

## **9. Arbitration**

9.1. In case of non-fulfillment or improper fulfillment of his obligations under the service agreement, the user has the right to initiate a procedure to resolve the situation by opening the Arbitration.

9.2. In the event of the initiation of arbitration, users acknowledge that the E-task (hereinafter also the Moderator), whom they engage as an expert in resolving such situations, provides them with a service. At the same time, the parties do not consider the E-task an arbitration court in the interpretation given by it in the legislation of the Russian Federation.

9.3. The user acknowledges and agrees with the following prohibitions and restrictions set by the E-task electronic platform when initiating the Arbitration procedure:

9.3.1. Before the initiation of the Arbitration procedure, it is mandatory to complete the verification and revision procedures of the assignment;

9.3.2. When opening the Arbitration, users participating in the dispute cannot subsequently leave a review and rate each other;

9.3.3. When opening the Arbitration, each of the parties to the dispute is obliged to leave a detailed description of the situation that has arisen, if necessary, attach screenshots. The description of the disputable situation must be drawn up in accordance with the rules of the Russian language, in a polite manner, without swearing, obscene words and expressions, insults and threats.

9.3.4. Each of the parties is obliged to offer solutions to the situation that has arisen.

9.3.5. In the event of a systematic opening by a user of unreasonable Arbitrations (more than three) of a user for other users, the Administration has the right to block the account of such a User.

9.3.6. Arbitration can only be opened for an unfinished quest. If the task is completed, the obligations under the contract for the provision of services are deemed to have been duly fulfilled in full.

9.3.7. When considering and resolving a situation, E-task has the right to request the necessary information and documents from users, to view messages (correspondence). Based on the results of considering the situation, the E-task has the right to make an expert opinion (hereinafter also the decision), in which to determine the option for its resolution. User rating plays a significant role in decision making. An expert opinion is mandatory for users.

9.3.8. Based on the expert opinion, E-task has the right to transfer funds in full or in part, to lower the rating to the user. In each of these cases, this should be considered as an irrevocable order (authorization) given by the user. The term for issuing an order is set at the discretion of the Administration individually for each situation under consideration.

## **10. Final provisions**

10.1. All disputes, disagreements or claims of the parties arising from this Agreement, including those concerning its execution, violation, termination or invalidity, are also resolved through negotiations between the user and the E-task. If it is impossible to resolve the differences in the pre-trial procedure, they are subject to consideration in court at the location of the E-task, unless otherwise provided by the current legislation of the Russian Federation.

10.2. The pre-trial procedure for resolving disputes is considered by the parties as a mandatory complaint and non-compliance with it prevents direct appeal to the appropriate court, the term for responding to a claim is 10 (ten) business days from the date of receipt.

10.3. The user has the right to initiate a procedure to resolve the situation that has arisen by sending an E-task claim with a substantiation of the situation that has arisen and attaching supporting documents to the E-task address specified in this agreement and / or on the website. The user hereby acknowledges and confirms that his claim sent by the E-task using the service (for example, through a personal profile) will not be considered by the latter, if the content of such a message does not indicate its direction to the E-task address (the message does not indicate the postal number identifier or invoice number when sent by courier; scanned copies of documents confirming the direction of the appeal by mail and / or by courier are not attached).

10.4. The parties acknowledge as written evidence electronic correspondence between themselves and / or using the services and capabilities of the site.

10.5. When supervising persons carry out verification activities directly or indirectly related to the use of the E-task service by the user, the user:

10.5.1. upon direct contact of the controlling person, he immediately learns from the latter his last name, first name, patronymic, position, place of work, the basis for making a request / demand, information and documents that must be submitted, terms, procedure for submitting the requested information and documents. Any explanations of the controlling person are fully and extensively recorded by the user on paper.

10.5.2. after receiving the necessary explanations and explanations from the controlling person, the user immediately, as soon as possible, notifies E-task of such an appeal by e-mail with a full and detailed statement of the controlling person's explanations. Until the E-task receives direct instructions regarding the options for behavior, the amount of information and documents required to be presented to the controlling person, the user does not take any action on his own.

10.6. In case of receipt of a request from the controlling persons to the E-task, the user provides immediate submission of any necessary E-task for submission to the controlling persons of documents. Documents are submitted immediately as soon as possible, but in any case, no later than 3 (Three) days from the moment the user receives an E-task request sent by any of the methods specified in this agreement.

10.7. Upon the occurrence of those specified in clause 10.6. and 10.7. of this agreement, in the circumstances, the user must take all necessary actions, including those related to the actions (inaction) of third parties, the signing of documents that satisfy the form and content of the E-task, controlling persons, contacting a notary and (or) other competent state authorities or local government bodies.

10.8. The parties acknowledge that the documents and information under this agreement transmitted using the E-task Service or sent via email to [help@e-task.net](mailto:help@e-task.net) have the same legal force as paper documents signed by the parties themselves.

10.9. The parties acknowledge that the information transmitted using the E-task service is considered delivered to the second party from the moment it was sent to the service.