

Rights of using software application

Alcometer

I. General provisions

1.1. These Rules on using Alcometer software application (hereinafter referred to as the “Application”) and Materials (information [1], including intellectual property items (hereinafter referred to as “IPI” [2])), integrated into it, regulate legal relations between IDS Borjomi Beverages Co. N.V. (Curacao) (hereinafter referred to as the “Company”), owner of the Application, and individual (hereinafter referred to as the “User”) in the course of their [Application and/or Materials] use.

1.2. The Application and all its content, including but not limiting with the whole text, design and other IPIs is the property of the Company; the text, design and other IPIs are protected in accordance with the requirements of the law which covers the relevant IPI.

1.2.1. The Company declares that it will protect its rights to IPIs using any legal instruments and procedures.

1.3. The Company disapproves and is not responsible for any subjective comments and/or activities related the Company, Company products, the third parties and products of the third parties. We draw the attention to the fact that thoughts related to the products are subjective and may not match with the position/policy of the Company.

1.4. The Rules are a legally binding document both for the Company and for the User. That is why its implementation is compulsory for everyone involved into legal relations resulted from the Rules and using of the Application.

1.4.1. The Company is entitled to amend the Rules at any time at its own discretion. The Company is not obliged to inform the User personally about changes in the Rules. The User is considered to be notified of changes in the Rules from the date of alterations and/or amendments made in the Rules text.

1.4.2. The Rules, new version of the Rules and/or amendments to the Rules enter into force from the date of posting of the relevant Rules, new version of the Rules or amendments to them.

1.4.3. If the User does not accept the Rules and/or any subsequent amendments to them, it automatically refuses from using the Application and/or Materials. The User bears personal responsibility for any use upon the refusal.

1.4.4. The text of the Rules is posted at <http://www.borjomi.com/Agreements/PRIVACY-POLICY-ALCOMETER.pdf> and is available for the User familiarization of an unlimited number of times.

II. Intellectual property

2.1. Intellectual property issues are settled in accordance with the provisions of these Rules.

2.1.1. All property and/or non-property rights (including exclusive ones) to IPI which are included to the Application (as well as the Application itself (its content and auxiliary elements) belong to the Company, unless otherwise is stated in the description to IPI.

2.1.2. All property (including exclusive) and non-property rights to IPI belong to the Company and/or authors and are protected according to the current provisions of the applicable law.

III. Users, their rights and obligations

3.1. The User is an individual which uses the Application and/or Materials.

3.2. “Using” means any familiarization with the Application and/or Materials, downloading of the Application, any use of Materials, any ways of using which are associated with the User and Application (Materials).

3.3. The Application and Materials are intended for their use by the User without any restrictions on the number of their use on the terms and conditions stipulated by the Rules.

3.3.1. Certain Materials may have the target purpose and other limitations (of time, territory, target audience, etc.) and such Materials shall be used exclusively under the rules stipulated for such a Material.

3.4. The Application and its Materials are provided to the Users on a free of charge basis, unless otherwise is stipulated in the Application or certain rules of the Material use.

3.4.1. It can be offered to the User to use the Application or certain Materials only upon the User registration and/or its authorization via available resources.

3.4.2. The User shall use the Application according to its intended purpose at its sole risk and its own discretion and according to the Rules requirements. The Application is provided to the User in the “telle quelle” form and in the “telle quelle” condition.

3.4.2.1. The Company does not accept any comments [except those ones which are mentioned in paragraph 6.4. of the Rules] and does not guarantee that: the Application will meet the User expectations, that the Application will continuously run and in the due time and will not contain errors and will provide the User with the required safety and protection. The Company also does not guarantee that the result which can be gained via the Application will be accurate and reliable.

3.4.2.2. The Company does not guarantee that functions of the Application and/or information which will be obtained by the User from the Application will conform to the User expectations. Nevertheless, the Company shall try to correct any errors in the Application operation which it will know about.

3.4.2.3. The User is solely responsible for the malfunction of the computer (electronic mobile device), software and/or reasons which have caused breakdowns, impossibility to use Internet in connection with the Application use. The User is also solely responsible for downloading and displaying of the Application on its computer and/or electronic mobile device, for the loss of any data in connection with the Application use.

3.4.2.4. The Company guarantees only those things which are mentioned in the Rules.

3.4.2.5. If the User has or may have any medical contradictions to use the computer/ electronic mobile device and/or Application and/or any materials to it, the risks caused by such a use are the User risks.

3.4.2.6. The Application is used for non-commercial purposes based on the non-exclusive license without the right to its [license] transfer (alienation), without the right to issue the sublicense. The Application shall be used according to the intended purpose on one computer and/or electronic mobile device, unless otherwise is stipulated in the relevant documentation to the Application.

3.4.2.7. The non-exclusive license does not rule out the use of Application by the licensor [Company] and issue of licenses for the Application use to other individuals.

3.4.2.8. The license enters into effect from the date when the User has familiarized itself with the provisions of the Rules and continued installation and/or utilization of the Application on the computer (electronic mobile device) and expires in the day when the Application is removed from the visual field at resources on which it has been posted and if its further usage is not expected or from the date of the Application deletion (uninstallation) from the User computer or electronic mobile device.

3.4.2.9. The license is also terminated when the User is attempting to pass over any technical safeguards of the Application introduced by the Company (developer) and if the Application is used not according to the intended purpose violating the terms and conditions stipulated by these Rules.

3.4.2.10. Using the Application not according to the intended purpose but in a way which contradicts to the requirements outlined in the Rules is the violation of the relevant license terms and these Rules.

3.4.2.11. If there are other rights which are not stipulated by these Rules and if they have not been mentioned in the rules to the Application, the User obtains only those rights to the Application which are stipulated by the Rules.

3.4.3. The User also agrees that, unless otherwise is provided by the Rules, it [the User] is not entitled to carry out the following actions related the Application and its Materials:

- 1) use for commercial purposes;
- 2) distribute, rent out, transfer into lease, sell, lend, concede rights or transfer rights in another way;
- 3) copy, including the part of the Application and/or Materials;
- 4) amend, edit, bring changes, translate, decompile, create derivative works or perform other modification;
- 5) falsify, remove from any common access resources where the Application has been posted by the Company or modify it;
- 6) specify the incorrect source of origin in the course of using;
- 7) transport, export (re-export) and/or import (re-import) to any country including such a one which is prohibited for export and import transactions;
- 8) use for making up any data bases or collections and include them to such data bases or collections.

3.5. The Company is entitled to upload (post) various Materials to the Application, including or primarily related the advertisement or other marketing (PR) events associated with Borjomi products, in the form of banners, announcements, etc. The Company is also entitled to bring any changes to the above-mentioned Materials at any time, and the User respectively grants its consent to any actions of Company stipulated in this clause carried out without its [User] notification.

3.5.1. The User agrees that it is not entitled to use any Materials (including IPIs) of the Company integrated into the Application separately from the Application without the written approval obtained from the Company.

3.6. The access to the Application is opened to the User in such a format in which it exists as of the moment of familiarization with it. The Company is not responsible for the trouble-free access to the Application, for the quick and error-free displaying of the Application on the User's device. If the Application stipulates providing of the "result", then the accuracy and reliability of such a result can be only in the case when it is directly mentioned in the Application and/or supplementary information by every separately posted Material.

3.7. Except the provision of paragraph 3.5. of the Rules, the Company is entitled to modify the Application and its Materials at any time: with respect to the content, form (including design, software codes, etc.).

3.8. By using the Application, the User is not and does not become the owner of the relevant Application and/or its Materials and the User is not entitled to concede any obtained rights [if such an obtaining is directly stipulated by the Rules].

IV. Personal information

4.1. In the course of granting the Application and its Materials to the User, the Company is not collecting and/or using personal information of such Users.

4.1.1. The Company does not have access, does not collect, systematize, analyze, transfer to the third parties any personal information of the User who utilizes or is going to utilize the Application and/or Materials, who suggests or needs inputting such information, unless otherwise is stipulated by the Rules.

4.1.2. If the User needs to transfer User personal information to the Company, the User shall be duly notified with the indication of the rules of using the personal information of the User, unless otherwise is stipulated by the Rules.

V. Responsibility

5.1. The non-fulfillment and/or failing to keep to any paragraph of the Rules means its violation and results in the responsibility established with these Rules and applicable law.

5.2. Any commercial use of the Application and/or Materials without the written permit of the Company is prohibited.

5.3. The Company reserves its right to include the violators of the Company's rights to the special list and bring it [the list] to the public.

5.3.1. If the User has come to know about the violation of any Company rights to IPIs, such a User shall notify the Company of such a violation.

5.3.2. If the User supposes that Materials posted in the Application are IPIs belonged to it and/or the third party, the User shall notify the Company of each single fact known to it. The User shall particularly specify: 1) information of the authorized person who may act on behalf of IPI owner; 2) description of IPI, rights to which to the User's point of view are infringed; 3) information on the location of IPI rights to which have been infringed via posting (placement) of the Material in the Application; 4) information on claims (if any) which are laid on a possible violator by IPI owner the rights of which have been infringed [additionally see provisions of paragraph 6.4. of the Rules].

5.3.3. The Company will make best efforts to prevent the violation of any right of the third parties to IPI.

5.4. The Company is not responsible:

5.4.1. for actions carried out by the User by means of the Application and/or Materials utilization;

5.4.2. for the breakdown of Internet or work of persons (their telecommunication systems) which grant access to Internet, including cases related viruses or other programs or actions of any third parties;

5.4.3. for the harm (including the lost benefit) caused or which can be caused to the User as the result of using or impossibility to use the Application and/or Materials;

5.4.4. for the damage of the computer (electronic mobile device), damage of the User software resulted from the using of the Application and/or Materials. By taking the decision to use the Application and/or Materials, the User bears personal responsibility for any financial losses, including those ones which have been caused or can be caused to its computer (mobile device or other electronic device);

5.4.5. for the damage to property, breakdown of the computer (electronic mobile device), lost benefit or penalty sanctions for whatever reason resulted from the using of the Application and/or Material.

Note: If any jurisdictions do not enable certain limitations of responsibility, these limitations of responsibility act to the extent permitted by certain jurisdiction.

5.5. The Rules do not regulate the issue of the access to Internet, equipment required for the using of the Application (Materials) and/or software which shall or can be used for the access to the Application. The User is responsible for the above-mentioned issues and independently solves them. The Company is respectively not responsible for the User choice regarding the way of access to Internet, software applied by it and other actions associated with this paragraph of the Rules.

VI. Final provisions

- 6.1. Duration of the Rules – from the date of their posting and till the date of their cancellation (or substitution with other rules).
- 6.2. Disagreements (disputes, lawsuits) related the application (including the fulfillment) of the Rules provisions shall be settled according to the norms of the applicable law.
- 6.2.1. Information or materials (including questions, comments, suggestions, and remarks) provided by the User are not the confidential information and such information is not private because it relates the Application and/or Materials or issues associated with them. By sending the messages and any information by e-mail, the User is not entitled to encode them or in any other way protect from review.
- 6.2.2. Any protected and/or encoded messages and/or e-mail letters are not considered by the Company and remain unanswered.
- 6.2.2.1. The Company may claim the confirmation of the effectiveness of the information furnished by the User with the purpose of specifying its reliability, accuracy and completeness or updating its content.
- 6.3. These Rules are not the agency agreement; they do not lay the foundation for establishing entrepreneurial relations with the User, they are not intended to the participation of the Company and User in enterprises (including joint activity). By offering using the Application and/or Material, the Company is not establishing labor or similar legal relations with the User.
- 6.4. If the Application and/or Materials infringe the rights and interests of the User protected by the law, such a User shall send the relevant letter to the Company [see provisions of paragraph 6.4.2. of the Rules].
- 6.4.1. Having considered the letters of the Users, the Company takes the relevant decision the content of which is separately informed to the User.
- 6.4.2. Address of the support service: support@ids-borjomi.com.
- 6.4.3. On all other issues related suggestions and wishes, the User may apply to the contact details mentioned in paragraph 6.4.2. of the Rules.
- 6.5. In case of the adoption of legislative acts which entirely or partially relate to the functioning of the Application and/or Materials, the Company reserves its right to bring any changes to their functioning aimed at bringing their operation in conformity with the relevant norms.
- 6.6. The Application may contain online links via which the User may get on other web-sites. The Company is not responsible for online links of the third parties (including their content, threats which may result from their use, consequences of such web-site use), unless otherwise is directly stipulated by the Rules.
- 6.6.1. The Company is not responsible for the terms of confidentiality posted on other web-sites.
- 6.6.2. Posting of links to the third party web-sites does not mean the approval of such a web-site or its content.
- [1] Information messages, forums, blogs, comments and other interactive resources and posted text messages, video, audio, and graphical materials;
- [2] IPIs mean objects of the copyright and industrial property rights such as pieces (including musical, audio and visual, graphical, design, photo and other pieces), computer programs, derivative works (translations, adaptations, annotations, reports, reviews, arrangements and other) and inventions, useful models, industrial designs, trademarks and service marks, appellations of origin, firm names, trade designations (names), commercial names of products, service designations, logos, characteristics of such objects and other which are protected by the Paris convention on industrial property protection dated March 20, 1883 and Berne Convention on literary works dated 1971.