

## Public offer for concluding a contract for the provision of information services using the digital service “RosNavyk”

February 12, 2026

Limited Liability Company “Data Diving Academy” (LLC “Data Diving Academy”), being the Owner holding the exclusive rights to the digital service “RosNavyk” (hereinafter referred to as the “Service”), hereinafter referred to as the “Contractor”, hereby offers any individual or legal entity, hereinafter referred to as the “User”, to conclude a Contract for the provision of information services (hereinafter referred to as the “Services”) using the digital service “RosNavyk” (hereinafter referred to as the “Contract”) under the terms set forth in this Public Offer (hereinafter referred to as the “Offer”).

### 1. BASIC DEFINITIONS AND TERMS

**Aggregated Data** — data that have been processed or collected for the purpose of summarizing, generalizing, or creating an overview from various source data. This process includes combining data from different sources (resources), grouping unique records into larger categories, and calculating totals, averages, or other statistical indicators.

**Acceptance of the Offer** — full and unconditional acceptance by the User of the terms of this Offer by performing the actions specified in Clause 2.2 of this Offer.

**Promotion** — an event aimed at attracting the attention of Users to the Services of the Service and strengthening the Contractor’s position in the market. Promotions are published on the Service website in the form of gifts, prizes, promo codes, and discounts.

**Authentication** — a procedure for verifying the legitimacy of the User based on the provided data (Login and Password). Verification is performed by comparing the password entered by the User with the password stored in the database or by verifying the digital signature of an email using an encryption key.

**Dashboard Widget** — an analytical tool that provides the User with access to information about a particular labor market parameter (for example, salary level, work experience, type of employment, etc.) in the Service Dashboard on a paid basis.

**Graphical Interface** — interface elements presented to the User on the display in the form of graphical images (menus, buttons, icons, lists, etc.).

**Dashboard** — an interactive analytical panel and graphical interface. The data used in the Service Dashboard represent aggregated data from websites that publish data in open access.

**Contractor** — the owner of the digital service “RosNavyk” — Limited Liability Company “Data Diving Academy” (registered address: Russian Federation, 634028, Tomsk, Arkadiya Ivanova St., 27, Apt. 51, INN/KPP 7017489135/701701001, OGRN 1217000010710), which is the holder of the exclusive rights to the Service, has the authority to manage the Service, interact with Users in the course of their use of the Service and their access to the functionality of the Service, including the conclusion of this Contract, as well as to perform other actions related to the use of the Service.

**Personal Account** — a personal page on the website accessible only to a User who has successfully completed authentication.

**User** — an individual who has registered in the Service and accepted the Offer in order to use its functionality in accordance with Clause 2.2 of the Contract.

**Promo Code** — a unique combination of characters (an alphanumeric code) which, when activated by the User in the Personal Account, grants the User the right to receive the Service(s) under special conditions, including the provision of the Service free of charge. A Promo Code has its own unique name, available functionality, including the number of activations, and a validity period during which it remains active. A Promo Code distributed by the Operator’s Partners grants the right to receive Services on preferential terms. Activation of a Promo Code by the User constitutes an action (Acceptance) confirming the User’s intention to receive the Service under special conditions. If the Promo Code belongs to a Partner, its activation requires mandatory confirmation by the User of separate consent to transfer personal data to such Partner. Information about the name of the Partner is provided to the User in the Service interface at the moment the code is entered. Transfer of the User’s data is necessary for the purposes of career guidance and informing the User about the Partner’s educational programs, as well as inclusion in the Partner’s personnel reserve and applicant database.

**Website** — the Service website located at: <https://rosnavyk.ru/>. Access to the Website is granted to the User under the terms of this Offer.

**Server** — a specialized computer or specialized equipment intended to run service software without direct human involvement.

**Web Analytics Services (metric services)** — external online services and software tools (for example, Yandex.Metrica) intended for collecting and analyzing statistical information about visits to and use of websites in order to improve their performance and understand User behavior.

**Tariff Plan (Tariff)** — a package of Services formed by the Contractor that determines the scope of available functionality of the Service, the access period, and the cost, intended primarily for Users that are legal entities and individual entrepreneurs.

**Digital Service “RosNavyk”** — an Internet-based web service (hereinafter also referred to as the “Service”) that provides Service(s) or responds to a specific User request related to labor market analysis, serves for career guidance and for building career trajectories. It includes user and software interfaces, databases, and external services that help implement user logic in the field of the labor market and education.

**AI Analyst** — an analytical tool that provides the User with the paid information service “Analytical Review.” The result of the provision of the service is a labor market analytical report in PDF format and an analytical review (comments on the report) based on the parameters selected by the User.

**AI Navigator** — an analytical tool that provides the User with the paid information service “Career Profile.” The result of the provision of the service is the “Career Profile,” which is generated by the Service on the basis of the data provided by the User (questionnaire, test results, selected skills) and includes a list of recommended professions, analytical information about them, as well as information about educational programs and current vacancies and internships.

## 2. GENERAL PROVISIONS AND SUBJECT OF THE CONTRACT

2.1. Subject of the Contract.

2.1.1. The Contractor undertakes to provide the User with Services granting access to the free and paid functionality of the Service, and the User undertakes to use the Service in accordance with the terms of this Offer and to pay for paid Services.

2.2. Acceptance of the Offer and conclusion of the Contract. The Contract shall be deemed concluded from the moment the User performs Acceptance of the Offer, and the Contractor and the User become the Parties to the Contract.

Acceptance of the Offer shall mean:

a) for obtaining access to the free functionality of the Service — completion by the User of the registration procedure on the Website, including ticking the checkbox confirming agreement with the terms of this Offer;

b) for obtaining a paid Service or a Service using a Promo Code — performance by the User of conclusive actions evidencing agreement with the terms for provision of the relevant Service, in the manner предусмотренном Section 3 of this Offer.

2.3. For performance of its obligations under this Contract, the Contractor requires the User to complete a prior registration procedure on the Contractor’s server, which consists of filling in the mandatory fields of the registration form located on the Website page: <https://lk.rosnavyk.ru/login>. The registration form involves collection of personal data within the meaning of the definition “personal data” contained in Clause 1 of Article 3 of Federal Law No. 152-FZ of July 27, 2006 “On Personal Data.” At the same time, it serves as a feedback form for the Contractor’s subsequent contact with a future User.

2.4. The Contractor shall not be liable for the completeness and accuracy of the information provided by the User.

2.5. A registered User independently determines the scope and duration of the right to use the Service.

2.6. Appeals, proposals, requests of individuals and legal entities addressed to the Contractor of the Service in connection with this Contract and all issues concerning operation of the Service, violations of the rights and interests of third parties during its use, withdrawal of Consent to the processing of personal data (in accordance with Section 7 of the Contract), and requests of persons authorized under the legislation of the Russian Federation may be sent to the Service technical support email address: [support@rosnavyk.ru](mailto:support@rosnavyk.ru) and/or directly to LLC “Data Diving Academy” at [info@data-diving.ru](mailto:info@data-diving.ru) or to the legal address specified in Section 12 of this Contract.

2.7. Guarantees regarding the obligations of the Parties.

2.7.1. The User guarantees that:

- the User is a person who has reached the age of 18 and has legal capacity (acquires civil rights and performs civil obligations under this Contract in accordance with the legislation of the country of which the User is a citizen);
- if the User acts on behalf of and in the interests of a legal entity, the User is its duly authorized representative.

2.7.2. Users aged 14 to 18. By registering in the Service and accepting this Offer, a User aged 14 to 18 confirms and guarantees (within the meaning of Article 431.2 of the Civil Code of the Russian Federation) that:

a) the User has obtained the consent of their legal representatives (parents, adoptive parents, guardian/custodian) to conclude this Contract and purchase paid Services; or

b) the purchase of the Service(s) is made at the expense of the User’s own earnings, scholarship, or other personal income.

The Contractor may at any time request written confirmation of such consent from the legal representatives.

2.7.3. The Contractor guarantees that it is the proper holder of the exclusive rights to the digital service “RosNavyk.”

2.8. This Contract is an open and publicly available document published on the Service website.

2.9. In the course of development and improvement of the Service, the Contractor may modify and supplement any parameters of the Service, including technical, visual, informational and software parameters.

2.10. The Contractor may propose amendments and supplements to this Contract. Amendments and supplements to this Contract shall be made in the same manner as the conclusion of this Contract.

- The current version of the Contract is available in the Service.
- Continued use of the Service after any such amendments shall mean the User’s agreement to such amendments and/or supplements. If the User does not agree to comply with the Contract, the User must cease using the Service by refraining from creating a personal account. The User bears personal responsibility for

regularly reviewing the Service in order to familiarize themselves with the current version of the Contract. If the User created an account automatically, without reviewing the terms of the Contract or its amendments, supplements or changes, the User shall bear the risks of possible negative consequences due to incomplete and/or distorted perception of the information.

- The Contractor may independently introduce paid use of the Services of the Service, having notified the User in advance, and in this connection may establish tariff plans, as well as establish and/or change individual tariffs, determine other pricing conditions for use of the Service, independently form and change the list of functional capabilities and Services of the Service, access to which is granted within the framework of the access conditions selected by the User, as well as the procedure and scope of information received within the Service.

2.11. All intellectual property used and размещенное in the Service, as well as the Service itself, are the intellectual property of their lawful right holder and are protected by the legislation of the Russian Federation on intellectual property and the relevant international conventions. Any use of intellectual property objects размещенные in the Service (including elements of the visual design of the Service, graphic and design works, symbols, texts, illustrations, photographs, videos, programs, dashboard, trade names, trademarks, the network address (domain name) <https://rosnavyk.ru>, and other objects) without the Contractor's permission is unlawful and may serve as grounds for court proceedings and for bringing violators to civil, administrative or criminal liability under the legislation of the Russian Federation.

2.12. Purposes and limits of use of the Service.

2.12.1. For individual Users. Access to the Service and its Services is granted exclusively for personal, family, household and other use not related to entrepreneurial activity. Use of the Service for commercial purposes is not allowed, including but not limited to resale of access, provision of paid consulting and/or analytical services to third parties based on the Service data, except where expressly provided by the functionality of the Service (for example, use of corporate tariffs or Promo Codes of educational organizations within partnership programs). Individual Users obtain access to certain Services of the Service by selecting and paying for them through a payment gateway (acquiring) directly on the Website or by activating a Promo Code.

2.12.2. For legal entities and individual entrepreneurs. Access to the Service and its Services is granted for use within the framework of the principal statutory activity (for legal entities) or business activity (for individual entrepreneurs), including:

- a) use of analytical data of the Service in internal business processes;
- b) granting access to the functionality of the Service to their staff employees, as well as students (if the User is an educational organization) for educational or career-guidance purposes.

At the same time, it is strictly prohibited to grant access to the Service to third parties for consideration (sublicensing, resale), as well as any other use beyond the scope of the User's principal activity.

Legal entities and individual entrepreneurs obtain access to the Service on the basis of the selected Tariff Plan. Payment is made by transfer of funds to the Contractor's settlement account on the basis of an issued invoice.

2.13. The right to use the Service under this Contract does not provide for the possibility for the User to perform the actions listed in Articles 1270 and 1280 of Part IV of the Civil Code of the Russian Federation, as well as any other actions not expressly specified in this Contract. No other rights to intellectual property, including rights to the Service or its component parts, other than those expressly specified in this Contract, are granted to the User.

2.14. The methods of using the Service website permitted under this Contract include use of the functional capabilities of the Service within the limits defined by the Contract. Use of data obtained from the Service for research and scientific purposes is allowed. At the same time, publications and/or public disclosure of research or scientific materials containing Service data must include a reference to the name of the Service, its location, and the name of the Owner of the digital service "RosNavyk."

2.15. Use of references to the Service. When using information posted on the web service "RosNavyk" (<https://rosnavyk.ru>), the User undertakes, when distributing or otherwise using materials, including for scientific, analytical or educational purposes, to indicate the source in the following form:

**"RosNavyk": web service for monitoring and analyzing the labor market on the basis of open data from vacancy aggregator websites [Electronic resource] / developed by LLC "Data Diving Academy". – 2023. – Access mode: <https://rosnavyk.ru>, open access. – Date of access: [indicate date of access].**

Adaptation of the citation form is permitted in accordance with the requirements of a specific citation style (for example, APA, MLA, GOST, etc.), provided that the correct name of the Service, the name of the developer, the year of publication, and the valid link are preserved.

### 3. COST AND PROCEDURE FOR THE PROVISION OF SERVICES

3.1. The cost of Services for individuals (one-time Services) and Tariff Plans for legal entities/individual entrepreneurs is indicated on the Website or in the relevant commercial offers.

3.1.1. Individuals pay for Services in real time through the payment gateway (acquiring) on the Website.

3.1.2. Legal entities and individual entrepreneurs make payment on the basis of an invoice issued by the Contractor in accordance with the selected Tariff Plan or scope of Services.

3.2. Payment procedure.

3.2.1. When paying through the Website (for individuals): the User is redirected to a secure page of the acquiring bank's payment gateway. For successful payment and receipt of a cash register receipt in accordance with Federal Law No. 54-FZ of May 22, 2003 "On the Use of Cash Register Equipment in Settlements in the Russian Federation," the User must provide a valid email address in the corresponding field of the payment form.

3.2.2. The cost of the Services "Career Profile," "Analytical Review," and "Dashboard Widget" is indicated on the relevant pages of the Website, to which the User navigates, reads the description, and makes a purchase decision. On the page of the selected Service, the User clicks the "Buy" button and then performs actions to enter bank card data and confirm payment. Payment for Services is one-time and made as 100% prepayment. Discounts and promo codes may be applied within a Promotion of the Contractor, information about which is published on the relevant page(s) of the Service website.

3.2.3. When paying by invoice (for legal entities and individual entrepreneurs): payment shall be deemed made at the moment the funds are credited to the Contractor's settlement account. In case of payment by invoice, provision of access may be governed by a separate License Agreement or invoice-offer.

3.3. Granting access. The Contractor grants the User access to the paid Service in the Personal Account within 24 hours from the moment of receipt of confirmation of successful payment. If access has not been granted within the specified time, the User must contact support at support@rosnavyk.ru.

3.4. Refund procedure.

3.4.1. Refund of funds for the Service "Dashboard – Widget" is possible upon the User's request sent to support within 2 (two) calendar days from the moment of payment.

3.4.2. Refund of funds for the Services "Career Profile" and "Analytical Review" is possible only if the User has not started using them. The moment of commencement of use is the moment when the User presses the button initiating generation of the Service result ("Start," "Generate," etc.).

3.4.3. The Contractor undertakes to review the request indicating the reason for the refund and to refund the funds within 3 (three) business days from the moment of receipt of the request.

3.4.4. The provisions of this section (Clause 3.4.) apply exclusively to Services paid for by the User with funds and do not apply to Services received by the User free of charge, including by activation of a Promo Code in accordance with Clause 3.8. of this Offer.

3.5. Services shall be deemed provided by the Contractor from the moment access to the Service selected and paid for by the User is granted to the User.

3.6. When purchasing a Service as part of a Promotion, the User undertakes to familiarize themselves with the terms of the Promotion indicated on the Website or on the websites of the Partners, or in other sources of information through which the User learned about the Promotion.

3.7. Service(s) received by the User by means of Promo Code(s) shall not be subject to replacement or refund.

3.8. Procedure for using Promo Codes.

3.8.1. The User may activate a Promo Code in a special field on the relevant page of the Website. Activation of the Promo Code and receipt of system confirmation of its successful application ("Promo Code applied successfully," "Career Profile available to you," etc.) is recognized as the moment of conclusion of the Contract for provision of the relevant Service on the terms determined by the Promo Code. To activate a Promo Code provided by a Partner, the User must express consent to transfer their data to that Partner by performing a conclusive action (ticking the checkbox) after the Service displays the name of that Partner. If such consent is refused, the Service on the terms of the Promo Code shall not be provided.

3.8.2. The Service(s) to which the Promo Code grants entitlement, its composition, and the validity period of the Promo Code itself shall be determined by the terms of the promotion or contract with the legal entity within whose framework the Promo Code was provided to the User.

3.8.3. Unless otherwise specified in the terms of the promotion, one Promo Code may be used by one User only once. The User may sequentially apply several different Promo Codes to obtain access to different Services.

3.8.4. A Promo Code shall not be exchangeable for cash. Since a Service provided upon activation of a Promo Code with a 100% discount is provided to the User free of charge, the provisions of this Offer on refund of funds (Clause 3.4.) do not apply to such Services.

#### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1. For proper performance of obligations under this Contract, the User must:

4.1.1. Not transfer to third parties rights to the Service, as well as their identification data by which authorization of the User on the Contractor's server is possible.

4.1.2. The User is prohibited from:

- using the Service, as well as any information obtained therefrom, not for its intended purpose;
- using the rights granted by the Contractor to use the Service for commercial purposes (providing the website of the Service for rent, lease, temporary use by third parties, making sales, modifications, distributing in whole or in part, and other actions violating or prohibited by this Contract);
- using automated and other programs to obtain access to the Service without the Contractor's written permission;
- without the Contractor's permission, use, distribution, copying and/or extraction from the Service, manually or automatically (using software tools), of any materials or information is also prohibited.

4.1.3. The User undertakes to comply with the copyright of the authors of the Service, the Contractor's exclusive rights, not to copy or transfer to third parties any substantial part of the program or information content of the Server, as well as related rights of third parties.

4.1.4. Independently familiarize themselves with this Contract, as well as possible amendments and supplements thereto, announced by the Contractor on the main page of the Service website.

4.1.5. Independently ensure the technical possibility of exercising the rights to use the Service, including access to the Internet.

4.1.6. Bear responsibility for obtaining and distributing information by means of technical devices ensuring use of the Service, in accordance with the legislation of the Russian Federation.

4.1.7. Act exclusively in accordance with the current legislation of the Russian Federation and this Contract, and also bear full responsibility under the legislation of the Russian Federation for their own actions and omissions when using the Service.

4.1.8. Independently bear responsibility for the safekeeping and confidentiality of their identification data, in particular the data provided during registration: Login and Password, for all actions performed using their Login and Password, including before third parties. All actions performed in relation to the Services provided by the Contractor using the User's data shall be deemed performed by the User themselves. The Contractor of the Service shall not be liable for unauthorized use of the User's registration data by third parties.

4.1.9. Having accepted the Offer of this Contract, when using paid Services of the Service, ensure performance of the Contract by making payment.

4.2. Obligations of the Contractor.

4.2.1. Grant the User the right to use the Service in accordance with Section 3 of this Contract.

4.2.2. Maintain the Service website in operating condition.

4.2.3. Preserve the confidentiality and security of the data provided by the User, and not transfer the User's contact information to third parties unless such information was voluntarily made publicly available by the User or except pursuant to a court decision or otherwise in accordance with the legislation of the Russian Federation.

4.3. Rights of the User.

4.3.1. Receive the necessary information about the Contractor and the scope of services provided within the Service.

4.3.2. By accessing the Service, any User expresses consent to the processing of their personal data and to receipt of advertising information placed on the Service (notifications, mailings) to the email address specified during registration. Consent to receipt of advertising information is expressed by the User separately from consent to processing of personal data.

4.4. Rights of the Contractor.

4.4.1. Determine the composition of the Service, its structure and appearance, permit and restrict access to the Service in accordance with this Contract and the legislation of the Russian Federation.

4.4.2. Resolve issues related to commercial use of the Service, in particular issues of the possibility of placing on the Service terms of paid use of the Service functionality, advertising, participation in partner programs, etc.

4.4.3. In the event of violation by the User of this Contract and/or the legislation of the Russian Federation, suspend, restrict or terminate access of such User to all or any sections of the Service unilaterally, as well as block the possibility of using the Service (block authorization and/or IP addresses of Users) at any time, in the manner established by this Contract and the current legislation of the Russian Federation, without being liable for any harm that may be caused to the User by such action (including termination of the Contract in full by deleting the User's account from the Service).

4.4.4. Engage any third parties for the purpose of implementing rights and obligations under the Contract.

4.4.5. Exercise other rights provided for by this Contract and/or the legislation of the Russian Federation.

## **5. TERMINATION AND SUSPENSION OF USAGE RIGHTS**

5.1. The Service Contractor shall have the right at any time, at its sole discretion, to verify applications created by the User on the Service resources for compliance with this Contract, including in automatic mode using software tools.

In the event that violations are identified, as well as upon receipt of information from third parties about such violations, or if a set of indicators is identified which, in the Contractor's opinion, may indicate violations, the Contractor shall have the right to suspend or terminate the User's access to the Service tools.

By the sole decision of the Contractor, blocking of applications and/or user accounts in the Service may be temporary or permanent, depending on the volume and number of violations of this Contract and the legislation of the Russian Federation committed by the User.

If the User eliminates the violations committed, the Service Contractor (at its discretion) shall have the right to restore the User's access to the Service.

5.2. In order to prevent or suppress violations of this Contract, as well as to prevent damage to the Contractor, the Contractor shall have the right to restrict access of Users or third parties to the Service by blocking access to the Service from a specific IP address or a range of IP addresses.

5.3. Use of the Service by the User in a manner not provided for by this Contract, as well as use of the Service after termination of this Contract or otherwise beyond the rights granted to the User under this Contract, shall entail liability for violation of the exclusive rights to the Service in accordance with the legislation of the Russian Federation and this Contract.

## 6. LIABILITY OF THE PARTIES

6.1. The User shall bear responsibility for all access to the Service and actions undertaken using the technical capabilities provided by the Service and, accordingly, assumes full responsibility and possible risks associated with the use of the Service, access rights to which are granted by the Contractor.

6.2. Any User shall be responsible for actions performed in the Service in accordance with the current legislation of the Russian Federation, including responsibility for the content of information posted by the User and for infringement of third-party rights.

6.3. The User assumes full responsibility for the safekeeping of identification data providing access to the Service and for losses that may be caused as a result of unauthorized use of such access.

6.4. The User uses the granted rights to use the Service at their own risk.

6.5. The Contractor does not provide any guarantees regarding the operation of the Service and, in particular, does not guarantee to the User that:

- the use of the Service will meet the User's expectations;
- access to the Service will be provided continuously, reliably, and without errors;
- the results obtained through the use of the Service will be accurate, reliable, and will meet the User's requirements and purposes.

6.6. The Contractor does not guarantee that the Service software contains no errors or will function without interruption.

6.7. Under no circumstances shall the Contractor be liable for direct or indirect damage caused to the User during the period in which the User is granted the right to use the Service, including damage incurred as a result of errors, omissions, interruptions in operation, deletion of files, changes in functions, defects, delays in data transmission, and similar events occurring through no fault of the Contractor.

6.8. The Contractor shall not be liable for any actions of the User related to the use of the granted rights to use the Service, nor for damage of any kind caused by the User to third parties when using the Service. If third parties bring claims against the Contractor related to the User's use of the Service, the User undertakes, by their own efforts and at their own expense, to settle such claims with third parties, thereby protecting the Contractor from possible losses and proceedings.

6.9. The Contractor shall not be liable for the operation of external information sources connected to the program and being outside the Contractor's control.

6.10. The Contractor shall not be liable for any damage to the User's devices, any other equipment, or software caused by or related to the use of the Service.

6.11. Limits of the Contractor's liability.

6.11.1. The Contractor's liability to Users that are legal entities and individual entrepreneurs for any violations related to this Contract shall be limited to compensation for actual (proven) damage in an amount not exceeding 1,000 (one thousand) rubles. In all cases, the Contractor shall not be liable for lost profits (lost income).

6.11.2. The Contractor's liability to Users that are individuals using the Service for personal, family, household, and other needs not related to entrepreneurial activity (consumers) shall be determined in accordance with the current legislation of the Russian Federation, including the Law of the Russian Federation "On Protection of Consumer Rights." At the same time, the Contractor shall not be liable for the User's lost profits.

6.12. The Contractor shall not be liable for:

- a) the actions of the User in the Service, including the content and legality of the information posted by the User;
- b) the reliability of, and consequences of applying, the information obtained by the User through the use of the Service;
- c) the quality and content of goods, works, or services of third parties, information about which (including advertising) may be posted in the Service.

6.13. The Service may contain links to other Internet resources. The User acknowledges and agrees that the Contractor does not control and bears no responsibility for the availability of such resources and for their content, as well as for any consequences associated with the use of such resources. Any navigation by the User via such links is performed by the User at their own risk.

## 7. CONDITIONS FOR PROCESSING USER DATA

7.1. By accepting the terms of this Contract, the User, acting freely, of their own will and in their own interest, and also specifically, for a defined purpose, in an informed, conscious and unambiguous manner, expresses consent to the Contractor for the processing of information about themselves, including personal data within the meaning of Federal Law No. 152-FZ of July 27, 2006 "On Personal Data", in accordance with the procedure and measures for ensuring the security of personal data undertaken by the Contractor.

The conditions for processing personal data, including the purposes, the list of processed data, the periods of processing, and the procedure for withdrawal of consent, are set out in the **Privacy Policy regarding the processing of personal data of users of the RosNavyk Web Service**, available at: <https://lk.rosnavyk.ru/docs/policy.pdf>, and in the **Consent to the Processing of Personal Data** form, available at: <https://lk.rosnavyk.ru/docs/soglasie-opd.pdf>, which are an integral part of this Contract.

The User confirms that they have read and agree with the specified documents. Given that the Contractor cannot verify the accuracy of information provided by Users, the Contractor assumes that such User provides accurate and sufficient

information, keeps such information up to date, and the Contractor may use such information within the framework of providing the Service.

7.1.1. The User understands and agrees that acceptance of this Offer does not constitute consent to the processing of personal data. Consent to the processing of personal data (for registration) and Additional Consent to transfer data (for activation of a Promo Code) are provided by the User separately. The procedure for granting Additional Consent upon activation of a Promo Code is described in Section 8 of the Consent to the Processing of Personal Data (<https://lk.rosnavyk.ru/docs/soglasie-opd.pdf>).

7.2. Periods of processing of personal data. The User's personal data shall be processed until the purposes of processing are achieved, until the personal data subject's account is deleted, or until the User withdraws consent to the processing of personal data, unless other periods are established by the current legislation of the Russian Federation or by other agreements between the User and the Contractor. Detailed information about processing periods is specified in the Consent to the Processing of Personal Data.

7.3. Within the framework of this Contract, "User data" shall mean any information relating to a directly or indirectly identified or identifiable individual (personal data subject) — the User of the RosNavyk Service.

7.3.1. Information processed within the RosNavyk Service during its use by the User:

- the User's last name, first name, patronymic (if any);
- location (city/locality);
- employment status (employed, studying, not employed);
- name of place of work or study (school, college, university);
- position;
- field of study, class/year of study;
- contact phone number;
- email address;
- photograph;
- data from a document confirming the legal authority of the Representative (if necessary).

7.3.2. Data provided by the User when using the Career Profile service (AI Navigator):

- age;
- average academic performance score;
- preferred school subjects;
- information about further education plans (including intention to relocate and desired place of admission);
- information about interests and extracurricular activities;
- results of a test for determining professional inclinations;
- list of professional skills selected by the User.

7.3.3. Data processed automatically. Other personal data — technical information processed within the Service during its use by the User, including:

- the User's IP address;
- information from cookie files;
- the User's device identifier;
- information about the User's device;
- information about the User's location (country, region, city) — based on the IP address or browser/device data of the User;
- type, version, and language of the browser used by the User;
- version and identifier of software;
- type and version of the operating system;
- date and time of the User's use of the RosNavyk Service;
- statistics on the User's use of the functions of the RosNavyk Service;
- information about errors occurring in the operation of components of the RosNavyk Service, including the type and time of occurrence of the error;
- information about mobile traffic;
- information about emerging security threats;
- information contained in Users' обращения to technical support, including information about the results of consideration of such messages;
- information about performance of contractual obligations and mutual settlements;
- information about the linking of the User's equipment (device) to software located on the Internet when using the RosNavyk Service;
- hardware and software configuration of user equipment and installed modules;
- information about requested Internet page addresses, reviews and questions, including viewed pages, field completion, banner and video displays and views, clicks, transitions, time spent on a page, as well as other similar technical information that may become available to the RosNavyk Service when used by the User.

At the same time, the Service website uses the Yandex.Metrica web analytics service provided by Yandex LLC, 16 L. Tolstoy St., Moscow, 119021, Russia (hereinafter — "Yandex").

The Yandex.Metrica service uses “cookie” technology — small text files placed on users’ computers for the purpose of analyzing user activity.

Information collected through cookies cannot identify the User, but it may help the Contractor improve the operation of the Service website. Information about the use of the website collected through cookies will be transmitted to Yandex and stored on Yandex servers in the Russian Federation and/or in the EEA. Yandex will process this information in the interests of the Service website owner, in particular for evaluating the User’s use of the website and compiling reports on website activity. Yandex processes this information in accordance with the Terms of Use of the Yandex.Metrica service.

The User may refuse the use of cookies by selecting the appropriate settings in their browser. The User may also use the following tool: <https://yandex.ru/support/metrika/general/opt-out.html>. However, this may affect the operation of certain website functions. By using this website, the User agrees to the processing of data about them in the manner and for the purposes set out above.

Data collected automatically by the Yandex.Metrica service (including cookie files and the data specified in Clause 7.3.3 of this Contract) are transferred to Yandex LLC for the purposes of analyzing use of the Service, compiling reports on its operation, and providing other services related to the activity of the Website and the use of the Internet. A detailed list of data collected by the Yandex.Metrica service is available at: <https://yandex.ru/support/metrika/ru/code/data-collected>. Yandex LLC processes these data in accordance with its Privacy Policy (<https://yandex.ru/legal/confidential/>) and the Terms of Use of the Yandex.Metrica service ([https://yandex.ru/legal/metrika\\_termsofuse/](https://yandex.ru/legal/metrika_termsofuse/)).

Consent to the use of cookies and collection of data by the Yandex.Metrica service is also requested through a special notice (banner) upon the first visit to the Website (available at: <https://lk.rosnavyk.ru/docs/soglasie-opd.pdf>).

7.4. The Contractor may use the User’s data (including personal data) for the following purposes:

7.4.1. providing the User with access to the Service, and services within the RosNavyk Service, in accordance with this Contract (the data specified in Clause 7.3);

7.4.2. providing the User with personalized and recommendation services (the data specified in Clause 7.3.3);

7.4.3. improving the RosNavyk Service, as well as other products and services of the Contractor (the data specified in Clause 7.3.3);

7.4.4. ensuring the security and operability of the RosNavyk Service (the data specified in Clause 7.3.3);

7.4.5. providing the User with service, customer, and technical support, including receiving the User’s обращения and providing responses to such обращения (the data specified in Clause 7.3);

7.4.6. conducting marketing, statistical, and other research, as well as work on personalizing advertising materials for the User (the data specified in Clause 7.3);

7.4.7. sending the User various mailings, including news mailings and advertising information about products, services, goods, and promotions of the Contractor and its partners (the data specified in Clause 7.3.1, sub-items a, b, d);

7.4.8. the User’s participation in promotions conducted by the Contractor independently or with the involvement of third parties (partners of the Contractor) (the data specified in Clause 7.3.1);

7.4.9. protecting Users against fraud and other offenses (the data specified in Clause 7.3);

7.4.10. implementation and protection of rights to the intellectual property objects of the Service and/or placed in the Service (the data specified in Clause 7.3).

7.5. The Contractor shall have the right to process the User’s data with and/or without the use of automation tools by performing the following actions (operations) with the User’s data: collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (provision, access, including to third parties such as Yandex LLC for operation of the Yandex.Metrica service, as well as in cases предусмотренных by the legislation of the Russian Federation), depersonalization, blocking, deletion, and destruction of personal data. The Contractor guarantees that User data will be stored only using databases located in the territory of the Russian Federation.

## **8. TERM OF THE CONTRACT**

8.1. This Contract is concluded in the city of Tomsk on the date of its Acceptance by the User.

8.2. This Contract is concluded for an indefinite period.

8.3. This Contract may be terminated by mutual agreement of the Parties or unilaterally by either Party in the manner provided for by the legislation of the Russian Federation.

8.4. The User has the right to terminate access to the Service at any time by sending a notice of termination of access by email to: [support@rosnavyk.ru](mailto:support@rosnavyk.ru), and the User also has the right at any time to withdraw their consent to the processing of personal data in accordance with the Privacy Policy regarding the processing of personal data of users of the RosNavyk Service, pursuant to Clauses 2.6 and 7.1 of this Contract, and in accordance with the procedure set out in Section 5 of the Consent to the Processing of Personal Data form.

8.5. The Contractor has the right to terminate Users’ access to the Service at any time in the event of the User’s/User(s’) violation of the terms of the Contract.

8.6. In the event that the User’s account is deleted, the processing of personal data shall cease.

8.7. A new version of the Contract shall enter into force from the moment the Contract is posted in the relevant section of the Service website, provided that notices of such changes are published on the Service website at least 7 (seven) days prior to the date such changes enter into force.

8.8. The User bears the burden of checking for changes to the Contract in the Personal Account.

## **9. DISPUTE RESOLUTION**

9.1. Claims of the User shall be accepted in written or electronic form (to the email address: support@rosnavyk.ru) no later than 3 (three) business days from the moment the incident occurred. Claims shall be reviewed within 3 (three) business days, and the Contractor shall have the right to correspond with the User in order to clarify the nature and causes of the claims. If no response to its request is received within three days, the Contractor shall have the right to regard such claim as withdrawn. In any event, a decision on each claim must be made no later than within 10 (ten) business days.

9.2. In the event of any disputes or disagreements related to the performance of this Contract, the Parties shall use their best efforts to resolve them through negotiations between the Parties.

9.3. If the disputes cannot be resolved through negotiations, the disputes shall be subject to resolution in accordance with the procedure established by the legislation of the Russian Federation.

## **10. ADDITIONAL TERMS**

10.1. The User shall independently monitor the occurrence of the moment of termination of the grant of the non-exclusive right to use the Service.

10.2. The User shall have the right to demand that the Contractor resolve problems related to the Contractor's performance of its obligations under this Contract, except for cases related to the occurrence of force majeure circumstances.

10.3. The Contractor shall have the right to send messages, and advertising messages where the User has expressed consent, by sending them directly to the User's email address specified by the latter during registration.

## **11. FORCE MAJEURE**

11.1. The Contractor shall be released from liability for full or partial non-performance of obligations under this Contract if such non-performance is the result of force majeure, that is, extraordinary and unavoidable circumstances under the given conditions, including mass disturbances, prohibitive actions of authorities, natural disasters, fires, catastrophes, military actions, and other force majeure circumstances.

11.2. The Contractor shall, if technically feasible, notify the User of the existence of force majeure circumstances by email and/or by publication on the main page of the website <https://rosnavyk.ru> within 7 (seven) days from the moment such circumstances arise.

11.3. If the occurrence of the relevant force majeure circumstances directly affects the Contractor's performance of obligations within the period established by this Contract, such period shall be extended proportionately for the duration of the relevant circumstances.

11.4. If the impossibility of performance of obligations under this Contract continues for more than 3 (three) months, this Contract shall be deemed terminated without compensation for losses.

## **12. CONTRACTOR DETAILS**

INN 7017489135

KPP 701701001

OGRN 1217000010710

Legal address:

Russian Federation,

634028, Tomsk Region, Tomsk,

Arkadiya Ivanova St., Building 27, Apt. 51

**General Director:**

**Vyacheslav Leonidovich Goiko**

E-mail: info@data-diving.ru

Phone: +7 (960) 975 39 11