

APPROVED BY:

President
of the Together Against Cancer Fund
_____ (B.Sh. Kamolov)

March 1, 2021

Revised on June 1, 2021

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USER AGREEMENT

on using the ONCOTODAY mobile application and website

1. GENERAL PROVISIONS

- 1.1.** This User Agreement (hereinafter referred to as the "Agreement") is an offer of the Together Against Cancer Fund (hereinafter referred to as the "Foundation"), addressed to the general public (hereinafter referred to as the "User"), to use the ONCOTODAY project, presented by the ONCOTODAY mobile application and the website <http://web.oncotoday.pro/>, in the manner and under the terms provided for in the Agreement.
- 1.2.** The User is any individual who is authorized to perform the actions provided for in this Agreement in accordance with the current legislation of the Russian Federation.
- 1.3.** ONCOTODAY is a digital reference project on oncology for healthcare professionals engaged in the field of providing care to patients with malignant tumors. The ONCOTODAY Project is aimed at improving the medical, scientific, practical and legal knowledge of professionals working in the field of oncology.
- 1.4.** The ONCOTODAY Project is presented in two versions: mobile (ONCOTODAY mobile application) and desktop (website <http://web.oncotoday.pro/>). The mobile version is intended for use on mobile devices (phones) and tablets, while the desktop version is intended for use on PCs. The ONCOTODAY mobile application is available on the Android and iOS operating systems, which can be installed by downloading the application from Google Play and App Store, respectively. The website is available at <http://web.oncotoday.pro/>.
- 1.5.** The ONCOTODAY Project is not a medical device (including software) in the context and meaning of Federal Law No. 323-FZ dated 21.11.2011 "On the Basics of Public Health Protection in the Russian Federation".
- 1.6.** The ONCOTODAY Project is not an information system in the field of healthcare in the context and meaning of Federal Law No. 323-FZ dated 21.11.2011 "On the Basics of Public Health Protection in the Russian Federation".
- 1.7.** The User's use of the ONCOTODAY mobile application and website (hereinafter collectively referred to as the "application") is governed by this Agreement and the Privacy Policy, which are freely available on the Foundation's website at <http://oncotoday.pro/>, in the mobile application in the registration form and the "Menu" section (the "About the App" subsection), in App Store and Google Play application stores, as well as on the website <http://web.oncotoday.pro/>.

2. LEGAL STATUS

- 2.1.** The Agreement defines the procedure and terms for using the application, the rights and obligations of the Foundation and the User (hereinafter collectively referred to as the "Parties", separately referred to as the "Party"), liability and other terms.

- 2.2. On the basis of the Agreement, the Foundation provides the User with free access to the use of the application (its services and materials), and the User undertakes to use the application in accordance with the Agreement and the current legislation of the Russian Federation.
- 2.3. The Foundation notifies the User that access to certain services and/or materials of the application can only be carried out on a paid basis. In this case, the User shall conclude an appropriate contract with the organization that provides such paid services through the application.
- 2.4. In accordance with the Civil Code of the Russian Federation, the Agreement is an offer. Performing any actions by the User to use the application is a complete and unconditional acceptance of this Agreement (acceptance of the offer).
- 2.5. The Agreement (its current version) is freely available on the Foundation's website at <http://oncotoday.pro/>, in the mobile application in the registration form and the "Menu" section (the "About the App" subsection), in [App Store](#) and [Google Play](#) application stores, as well as on the website <http://web.oncotoday.pro/>.
- 2.6. The Agreement is subject to change without any special notice to the User. The User undertakes to independently monitor the changes made to the Agreement.
- 2.7. The new version becomes mandatory for the User from the moment of its publication in the sources provided for in Clause 2.5 of the Agreement. In case of a difference in the date of publication in the sources, the priority is the date of revision of the Agreement published on the Foundation's website at <http://oncotoday.pro/>. Any actions of the User to use the application, as well as the continuation of the use of the application after making changes to the Agreement (publication of a new version), mean the full and unconditional acceptance of the changes by the User (the new version of the Agreement).
- 2.8. If the User does not agree with the Agreement or the new version of the Agreement, it is obliged immediately stop using the application.

3. REGISTRATION. ACCOUNT.

- 3.1. To use the application, the User shall complete the registration process, which results in the creation of the User account.
- 3.2. For registration, the User provides reliable and complete information according to the registration form, as well as independently creates a password, taking into account the requirements of the application (allowed characters and their number) for subsequent access. The User undertakes to keep the information up to date. The User has the right to independently supplement the information through the functionality of the application, as well as to change the information and/or password used during registration.
- 3.3. The User does not have the right to enter third-party data, unreliable, outdated, or incomplete data during registration, in the profile, or in the application's credentials. At the same time, such data will not include the User's login.
- 3.4. The Foundation is not responsible and does not verify the accuracy and completeness of the information provided by the User during registration and during the use of the application.
- 3.5. The Foundation has the right to refuse the User to register an account without explaining the reasons.
- 3.6. The Foundation has the right to block or delete the User's account, or restrict access to the services or their individual functionality without explaining the reasons.
- 3.7. After completing the registration procedure, the User is given the opportunity to use the functionality of the application (its services and materials).
- 3.8. The User can set an avatar (image, photo) for its account in the profile. The avatar accompanies the User's actions during the use of the application. The User acknowledges and agrees that the avatar set can be viewed by an unlimited number of the Users. The image used shall not violate the current

legislation of the Russian Federation. All subsequent risks and responsibility for the avatar used are borne by the User.

- 3.9. To access the account (log in to the application), the User uses the username and password created by the User during registration or changed later (the "password recovery" function). The User also has the right to link its Vkontakte and/or Facebook profile in order to quickly log in to the application.
- 3.10. The account data can be automatically saved on the User's electronic device (if such a setting is available), as a result of which the User may not enter the account access data each time it uses the application. However, to access individual services of the application, the User may need to re-enter the username and password by its own.
- 3.11. The User shall independently perform a secure sign off of its account at the end of each session of using the application.
- 3.12. The User is solely responsible for the security of the devices selected by it for using the application, as well as for all actions and their consequences within the framework of using the application under the account, including (but not limited to) cases of transferring account data to third parties.
- 3.13. The User is obliged to immediately notify the Foundation of any unauthorized access to the application through the User's account or of any violation of confidentiality.
- 3.14. The User has the right to contact the Foundation in writing with a request to delete the account. In this case, all account data shall be destroyed.
- 3.15. The information provided by the User during the use of the application is processed by the Foundation in accordance with this Agreement and the Privacy Policy.

4. TERMS OF USE OF THE APPLICATION

- 4.1. The information provided in the application is for reference only. The User's use of the application may only be carried out for personal purposes, not related to profit-making, obtaining or improving medical, scientific, practical and legal knowledge in the field of oncology and healthcare in general. The result of the application operation is not an automatic interpretation of the data set, including the use of artificial intelligence technologies, or according to the parameters defined by the User that affect clinical decision making.
- 4.2. The Foundation notifies that the services and materials published in the application (may) contain information that, in accordance with the current legislation of the Russian Federation, in particular, Federal Law No. 61-FZ dated 12.04.2010 "On the Circulation of Medicines", can only be available to medical and pharmaceutical employees. Persons who are not specified employees shall not use the application or its separate services, and in case of use they shall stop using the application. The Foundation is not responsible for possible negative consequences resulting from the independent use of information from the application by such persons, without prior consultation with an expert and/or attending physician.
- 4.3. The Foundation informs that the application contains information the access to which is prohibited or restricted for persons under 18 years of age in accordance with Federal Law No. 436-FZ dated 29.12.2010 "On Protection of Children from Information Harmful to Their Health and Development". In this regard, the User under 18 years of age is not allowed to use the application, and in case of its use it shall immediately stop using it.
- 4.4. The Foundation has the right to impose restrictions on the use of materials and/or individual services of the application for all Users or for certain categories of the Users, including in order to comply with the current legislation of the Russian Federation.
- 4.5. The application is provided "as is", without warranty obligations of the Foundation or any obligation to correct deficiencies, operational support, improve or modify the application.
- 4.6. The application may contain links to websites on the Internet (third-party websites). In case of going to the websites of third parties, the User shall read and comply with the terms of use of the websites

(user agreements) of such third parties. The Foundation is not responsible for the content of such websites and the information posted on them.

- 4.7. The Foundation has the right to suspend the operation of the application for an indefinite amount of time, including for the purpose of conducting updates, technical, preventive and other work. Prior notification of the User about the suspension or resumption of the application is not carried out.
- 4.8. The Foundation has the right at any time, without prior notification to the User, to change and/or supplement the information contained in the application, as well as the functionality of the application, including the terms for the User's access to the services or their individual functionality.
- 4.9. The User does not have the right to require the Foundation to make any changes (technical, informational, or other) to the application.
- 4.10. The Foundation has the right to send information, marketing and advertising mailings to the Users. In particular, in order to improve the quality of the application, the Foundation has the right to conduct a survey by sending a mailing to the User about the need to evaluate the application and/or leave a review.
- 4.11. By using the application, the User agrees to receive information and marketing mailings, as well as advertising mailings in accordance with the Federal Law "On Advertising". The User has the right to refuse such mailing at any time by sending a notification to the Foundation at the email specified in the Foundation's details, or by clicking "Unsubscribe from mailing" in the letter, or by using the appropriate functionality of the application.
- 4.12. The User has the right, on the basis of the agreement concluded with the Foundation, to entrust the Foundation with the processing of personal data of third parties with the consent of the subject of personal data, unless otherwise provided for by the current legislation of the Russian Federation.

5. EXCLUSIVE RIGHTS

- 5.1. The application includes the protected results of intellectual activity and means of individualization, the exclusive rights to which belong to the Foundation or to third parties.
- 5.2. The Foundation has exclusive rights to the application (including text and graphic works, databases and other objects) or licenses for the use of individual results of intellectual activity. The rights holders of individual objects are also or may be (in the case of integration of new materials, services) third parties who have granted the Foundation the right to use the corresponding objects as part of the application.
- 5.3. Providing the User with access to the application does not mean the transfer of any rights and licenses to use the works in any way, including (but not limited to) the prohibition of publication of the works, their sale or transfer, use in any materials produced or distributed by the User. The User does not have the right to reproduce, copy, process, place in free access, transfer to third parties, as well as use for commercial purposes any materials and services of the application or access to them, except in cases where the functionality of the application allows the possibility of sending or otherwise transmitting the materials of the application.

6. CONFIDENTIALITY

- 6.1. An integral part of the use of the application is the User's familiarization and consent to the Privacy Policy. By accepting the terms of this Agreement, the User also agrees to the processing of its personal data by the Foundation, as well as any other information provided to the Foundation when using the application.
- 6.2. The Parties acknowledge that all information that they exchange is confidential, not subject to disclosure and transfer to third parties, with the exception of employees, experts of the Foundation and other persons engaged by the Foundation in order to fulfill their obligations under this

Agreement. The exception is also other situations where this directly follows from the obligations of the Parties or the requirements of the legislation of the Russian Federation or regulatory authorities.

- 6.3. By joining the Agreement, the User agrees to the processing of the provided personal data for the purpose of entering into the Agreement, as well as for other purposes specified in the consent to the processing of personal data, if such data is processed until the User accepts the offer.
- 6.4. The Foundation may collect anonymous non-personal information provided by the Users of the application, including through automated access to information provided by the User's phone or other devices with the User's consent. Non-personal information refers to any undisguised information that becomes available to the Foundation during the User's access to the application and its direct use. Non-personal information may contain, but not limited to, information about the identification of the User's device and/or browser, the order of visiting the pages, the time and date of connection, etc.
- 6.5. The User has the right to send the Foundation a request for clarification of its personal data, a request for their blocking and/or destruction if the personal data is incomplete, outdated or inaccurate in accordance with the Privacy Policy.
- 6.6. The User is responsible for any consequences associated with the provision of incomplete, unreliable or irrelevant information, as well as information that does not relate to the User and is provided without the consent of the relevant person.
- 6.7. Consent to the processing of personal data may be revoked by the User (its representative) by sending a written request to the Foundation in accordance with the procedure set out in the Foundation's Privacy Policy.
- 6.8. If the User (its representative) withdraws consent to the processing of personal data, the Foundation has the right to continue processing personal data without the consent of the subject of personal data, if there are grounds specified in Clauses 2-11 of Part 1 of Article 6, Part 2 of Article 10 of Federal Law No. 152-FZ dated July 27, 2006 "On Personal Data".

7. LIABILITY

- 7.1. The User is liable to third parties for its actions directly or indirectly related to the use of the application, including if the User's actions lead to a violation of the rights and legitimate interests of third parties, as well as for compliance with the current legislation of the Russian Federation when using the application.
- 7.2. Due to the fact that during the use of the application, personal identification does not occur, the responsibility for illegal actions in the interests of others lies with the User.
- 7.3. The User is obliged to immediately notify the Foundation of any unauthorized access to the application using its account or of any violations (suspected violations) of confidentiality.
- 7.4. The Foundation is not responsible for possible loss or damage of data, as well as for other consequences that may result from actions (inactions) of the User, including the User's violation of the terms of the Agreement.
- 7.5. The User uses the application at its own risk. The Foundation is not responsible for the User's failure to achieve the goals when using the application or for the non-compliance of the application (its services and materials) with the User's expectations.
- 7.6. The User independently assesses all risks associated with the use of the application, including the assessment of the relevance, reliability, completeness and usefulness of the information provided in the application, as well as its compliance with the current legislation of the Russian Federation.
- 7.7. The Foundation shall take reasonable measures to ensure that the information provided in the application is updated in a timely manner. However, the Foundation does not guarantee the immediate updating of the information and/or its absolute relevance. The User undertakes to independently check the information for its relevance.

- 7.8. The Foundation does not guarantee the absence of defects, errors, inconsistencies in the materials published in the application, as well as in the operation of the application itself.
- 7.9. The Foundation does not guarantee the uninterrupted operation of the application and is not responsible for technical and/or other constraints in the operation of the application.
- 7.10. The Foundation is not responsible if the technical and other capabilities of the User (Internet access, technical parameters of the device, etc.) limit or do not allow the full use of the application and/or its functionality.
- 7.11. The Parties shall not be held liable for non-performance or improper performance of the provisions of the Agreement in the event of force majeure recognized as such and confirmed in accordance with the legislation of the Russian Federation, including in the case of force majeure that arose against the will and desire of the Parties and which could not be foreseen and/or avoided.
- 7.12. The Parties undertake to resolve all disputes through negotiations. If the Parties fail to settle the disputes that have arisen, the dispute is resolved in court in accordance with the current legislation of the Russian Federation, in compliance with the claim procedure.
- 7.13. The Party that believes that its rights have been violated shall send a written complaint to the other Party. The deadline for responding to the claim for each of the Parties is 20 calendar days. In case of non-receipt of the answer or disagreement with the answer, the Party has the right to apply to the court.

8. FINAL PROVISIONS

- 8.1. The Agreement is valid for the entire period of the User's use of the application. The User has the right to stop using the application at any time.
- 8.2. The relations of the Parties arising from the Agreement shall be interpreted and regulated in accordance with the legislation of the Russian Federation.

9. DETAILS OF THE FOUNDATION

Full name	Foundation for the Support of Anti-Cancer Organizations "Together Against Cancer"
The name in English	Together Against Cancer Fund
Legal address	11, Ordzhonikidze Str., Bld. 11, prem. IV, room 2, Donskoy Intracity Municipality, 115419, Moscow
Actual location address	11, Ordzhonikidze Str., Bld. 11, floor 2, office 220, 115419, Moscow
INN (Taxpayer Identification Number)/KPP (Registration Reason Code)	7704275879/772501001
OGRN (Primary State Registration Number)	1097799007492
OKPO (All-Russian Classifier of Enterprises and Organizations) code	61721825
Telephone	+7 (495) 419-07-96
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President of the Foundation	Bakhodur Sharifovich Kamolov