

# AGREEMENT ON THE PROVISION OF SERVICES FOR THE TRANSFER OF INFORMATION ABOUT DISTRIBUTED INTERNET ADVERTISING TO THE UNIFIED REGISTER OF INTERNET ADVERTISING THROUGH THE AUTOMATED SYSTEM "ORD-A"

**(As of July 15, 2024, effective from August 16, 2024)**

This offer (hereinafter referred to as the "Offer") represents a proposal from the Limited Liability Company "ORD-A" (OGRN 1227700313994, INN 9715420338) (hereinafter referred to as the "Advertising Data Operator" or "ADO"), addressed to individuals, legal entities, and individual entrepreneurs (referred to as the "Party" in this agreement) to conclude an agreement with the Advertising Data Operator for the provision of advertising data transmission services to ERIR (hereinafter referred to as the "Agreement") for the purpose of fulfilling the requirements stipulated by Article 18.1 of Federal Law No. 38-FZ "On Advertising" dated March 13, 2006, under the conditions set out below.

The Offer is available for review at <https://ord-a.ru/docs/oferta/en> and contains all the essential terms of the Agreement. Acceptance of the Offer signifies the conclusion of the Agreement on the terms specified therein.

## 1. TERMS AND DEFINITIONS

**Unified Register of Internet Advertising (ERIR)** means a system created in accordance with the provisions of Federal Law No. 347-FZ of July 2, 2021 "On Amendments to the Federal Law "On Advertising", designed for accounting, storage, and processing by a federal executive body responsible for control and supervision in the field of media, mass communications, information technology, and information communication of advertising distributed on the Internet (The Federal Service for Supervision of Communications, Information Technology, and Mass Media ("Roskomnadzor").

**Advertising Material** means an advertising message in any form (banners, text or text-graphic blocks, video clips, audio recordings, audio and/or video broadcasts in real-time), intended for distribution on the Internet, subject to labelling and registration in accordance with Federal Law No. 38-FZ "On Advertising" dated March 13, 2006.

**Data** means information about advertising distributed on the Internet, transmitted from the Data Provider to the ADO in the scope specified in the relevant regulatory legal acts of the Russian Federation and sub-legal acts, including in the RF Government decree No. 1362-r of 30.05.2022.

**Data Provider** means an advertiser and/or an advertising distributor, an operator of advertising system or an intermediary acting on behalf of advertisers, advertising distributors, operators of advertising systems or other involved in the distribution of advertising, who transfers Data to ERIR using an automated system of the ADO.

**Advertising Data Operator (the "ADO")** means the owner of the automated system for processing advertising Data labeled "ORD-A" designed to assign an Advertising Identifier and transmit information about distributed Internet advertising to the supervisory authority - Roskomnadzor. ADO holds the status of an advertising data operator in accordance with the decision of Roskomnadzor No. 2 dated October 13, 2022.

**"ORD-A" System** means an automated data processing system "ORD-A" owned by LLC "ORD-A," designed to assign an identifier to advertising material and transmit information about distributed Internet advertising to the supervisory authority - Roskomnadzor.

**Website** means the website of the Advertising Data Operator at <https://ord-a.ru>.

**User** means a visitor to the Website.

**Personal Account** means a user interface accessible to the Data Provider after authorization using a login and password, located at <https://my.ord-a.ru/>, designed for managing the interaction between the Data Provider and the Advertising Data Operator.

**Advertising Identifier** means a unique designation intended to ensure traceability of advertising distributed on the Internet and record information about it.

**Tariff Plan** means rates for services provided in accordance with the volume of services.

**Reporting Period** means a calendar month in which services were rendered.

**Parties** means Advertising Data Operator and Data Provider.

Other terms are interpreted in accordance with the legislation of the Russian Federation.

## 2. SUBJECT OF THE CONTRACT

2.1. The Advertising Data Operator undertakes to provide the Data Provider registered on the Website and verified in accordance with clause 4.1 of the Agreement with services on collection, storage, processing and transfer of Data from the Data Provider to ERIR through the "ORD-A" System, registration of the Advertising Material, formation and assignment of the Advertising Identifier to the Advertising Material ("Services"), and the Data Provider undertakes to accept and pay for the services rendered.

2.2. The Advertising Data Operator does not make changes to the Data provided to it (except for assigning the Advertising Identifier), but only provides technical support for the process of collecting and transmitting Data to Roskomnadzor.

## 3. COST OF SERVICES, ACCEPTANCE PROCEDURE, AND PAYMENT

3.1. The cost of Services within the Reporting Period are determined in accordance with the Tariff Plan posted on the Website at <https://ord-a.ru/docs/tarify/en>.

The Advertising Data Operator reserves the right to unilaterally change the terms of Service cost and the Tariff Plan at any time by informing the Data Provider about the new Service cost through the publication of new terms on the Website. The Advertising Data Operator notifies the Data Provider of upcoming changes at the email address provided during registration on the Website or by sending a message in Personal Account no later than thirty (30) calendar days before the upcoming changes come into effect.

3.2. No later than ten (10) business days after the end of the Reporting Period, the Advertising Data Operator shall send to the Data Provider, to the email address specified during registration on the Website, as well as through e-document exchange in the electronic document exchange system (EDO), a Universal Transfer Document (UPD), and an invoice. In the absence of electronic document exchange between the Parties, the Advertising Data Operator shall send

the originals of the mentioned documents within fifteen (15) business days to the legal address provided by the Data Provider during registration in the "ORD-A" System.

In case of discrepancies regarding the quantity, quality, and cost of services provided under the Agreement, the Parties shall be guided by the indications of the "ORD-A" System.

3.3. If the Data Provider does not provide a justified refusal to accept the Services within five (5) business days from the Data Provider to the Advertising Data Operator, the Services are considered accepted and must be paid in full.

3.4. The Data Provider must pay for the Services provided no later than the end of the month following the Reporting Period.

#### **4. CONCLUSION, AMENDMENT, AND TERM OF THE AGREEMENT**

4.1. The Agreement comes into force after the User performs the actions specified in this section on the Website at <https://my.ord-a.ru/> and is valid until its termination.

To conclude the Agreement, the User takes the following actions:

4.1.1. Completes the Data Provider's information during registration on the Website <https://my.ord-a.ru/> and provides (uploads) scanned copies of the following documents (documents must be provided with an apostille and a proper translation into Russian):

##### **For individuals:**

An identity document.

A document confirming the registration address at the place of residence or place of stay.

A certificate on registration in tax authority.

##### **For individual entrepreneurs:**

An identity document.

A document confirming registration as an individual entrepreneur.

A certificate on registration in tax authority.

A document confirming the registration address at the place of residence or place of stay.

##### **For legal entities:**

Extracts from the commercial register on company registration /A certificate of good standing.

A certificate of incorporation.

A tax certificate.

A certificate of directors.

Company's Charter in the current edition; articles of association.

The Advertising Data Operator reserves the right to request additional documents for the purpose of verifying the Data Provider.

4.1.2. Makes a one-time payment from the provided banking details of the Data Provider in the amount of not less than **ten (10) Russian rubles**. Payment of this fee is made by the User according to the details specified in section 10 of the Agreement. This payment is credited towards payment for Services rendered for the first Reporting Period.

All payments under the Agreement shall be made in Russian rubles.

4.2. User's completion of the actions listed in clause 4.1 signifies full and unconditional acceptance of the Agreement on the terms specified in it and the conclusion of the Agreement between the Parties in accordance with Article 438 of the Civil Code of the Russian Federation.

4.3. After the Data Provider's registration on the Website, within three (3) business days from the moment of completing the actions specified in clause 4.1, provided that proper documents are submitted, the Data Provider is granted access to the Personal Account by sending the login and password to the email address specified during registration. The Data Provider's login will be the email address provided during registration, through which communication between the Parties will be conducted during the provision of Services.

The description of the Data structure being transmitted, requirements for Data transfer file formats, as well as other technical specifications necessary to facilitate interaction under the Agreement, are provided on the Website in the "Help" section. Additionally, upon request from the Data Provider, corresponding instructions and information can be sent by the Advertising Data Operator to the Data Provider via the email address provided during registration on the Website.

4.4. The Advertising Data Operator reserves the right to unilaterally amend the terms of the Agreement at any time by posting the current version of the Agreement on the Website at <https://ord-a.ru/docs/oferta/en>. The changes come into effect from the date when the new version of the Agreement is posted (unless otherwise provided by the Agreement's edition). The Data Provider shall independently monitor changes to the Agreement by periodically reviewing the current version. The Data Provider's continued transmission of Data to the "ORD-A" System after the new version of the Agreement comes into effect implies full acceptance of the terms of the new version of the Agreement.

4.5. Each of the Parties shall have the right to terminate the Agreement by notifying the other Party in writing no later than thirty (30) days prior to the anticipated termination date. In the case of unilateral termination of the Agreement by the Data Provider, the Data Provider shall be obliged to pay to the Advertising Data Operator the cost of the rendered Services, as well as documented expenses incurred by the Advertising Data Operator in connection with the provision of Services.

4.6. The Advertising Data Operator reserves the right to unilaterally and extrajudicially terminate the Agreement with the Data Provider in the event of a gross violation of the Agreement terms by the Data Provider, including:

4.6.1. Repeated (more than twice in a calendar year) delays in payment for services or a single delay in payment for services exceeding fifteen (15) calendar days.

4.6.2. Falsification of representations and warranties made by the Data Provider, as provided in clause 5.7 of the Agreement.

4.6.3. The use of the "ORD-A" System in violation of the purposes of providing access to the System (e.g., attempting to copy, introducing malicious software, etc.).

4.6.4. Repeated inaction (more than once) by the Data Provider regarding the need to rectify discrepancies in the Data (clause 5.2.3 of the Agreement).

4.7. In the event of unilateral termination of the Agreement by the Advertising Data Operator based on the grounds stated in clause 4.6 of the Agreement, the Agreement is considered terminated on the day following the Data Provider's notification through the Personal Account and/or by email, as specified during registration on the Website.

4.8. The termination of the Agreement does not relieve the Data Provider of the obligation to pay for the Services rendered and other financial obligations incurred until the date of termination of the Agreement.

## **5. RIGHTS, OBLIGATIONS, AND GUARANTEES OF THE PARTIES**

### **5.1. The Parties undertake:**

**5.1.1.** To ensure the completeness, timeliness, and accuracy of the transmitted and/or received Data.

**5.1.2.** To promptly inform each other of unforeseen failures in the operation of hardware and software, as well as of all events that may lead to difficulties in ensuring information exchange (changes in organizational structure, addresses, communication issues, and others).

**5.1.3.** To timely resolve issues related to interaction within the scope of the Agreement, including considering inquiries received from the other Party and providing substantive responses to such inquiries within five (5) business days from the date of receipt.

**5.1.4.** To use access to the "ORD-A" System and Personal Account in accordance with the objectives and tasks of the Agreement, as determined by the subject matter of the Agreement and Article 18.1 of Federal Law No. 38-FZ of March 13, 2006, "On Advertising."

### **5.2. Data Provider undertakes:**

**5.2.1.** To timely transmit, in accordance with the deadlines established by the legislation of the Russian Federation, accurate, reliable, and complete information about online advertising (Data) through the "ORD-A" System, in accordance with the list established by the regulatory legal acts of the Russian Federation in force at the time of transmission, and in accordance with the technical requirements of the "ORD-A" System.

**5.2.2.** Independently monitor the "Sending Status" and registration of Data in the Personal Account of the "ORD-A" System and correct any registration errors of the Data.

**5.2.3.** If there is a need for adjustments/changes to previously sent Data (including when the ADO or regulatory authorities identify incorrectness/inaccuracy of the transmitted Data, non-compliance with the requirements of the legislation of the Russian Federation; when updating the technical requirements for transmitting Data of the "ORD-A" System; in case of changes in technical requirements for the transfer of Data on the side of the ERIR system, etc.) at the request of the ADO, make corrections to the Data no later than seven (7) business days from

the receipt of the corresponding notification from the ADO, unless a longer period is specified in the notification of the ADO.

**5.2.4.** To respond to requests from the Advertising Data Operator regarding the provision of information about the transmitted Data within three (3) business days.

**5.2.5.** To ensure the security of the login and password for access to the "ORD-A" System and protect access to the Personal Account from unauthorized access by unauthorized persons.

**5.2.6.** To accept the services provided and pay for them within the timeframes specified in the Agreement.

**5.2.7.** To notify of any changes in any information about the Data Provider provided at the conclusion of the Agreement, no later than ten (10) business days from the date of such change, by sending a notification to the email address [support@ord-a.ru](mailto:support@ord-a.ru).

### **5.3. The Data Provider has the right:**

**5.3.1.** To receive technical support for questions related to access to the "ORD-A" System and the use of the Personal Account.

**5.3.2.** To grant access to their Personal Account (provide login and password) to third parties authorized to input Data on behalf of the Data Provider. In this case, the Data Provider is solely responsible for the actions of such third parties within the scope of access granted to their Personal Account.

**5.3.3.** To grant access to their Data in the Data Provider's Personal Account to their partners (when selected in partnership mode).

### **5.4. The Advertising Data Operator has the right:**

**5.4.1.** For the purpose of interaction with the authorized authority (Roskomnadzor), to form and send information to the authorized authority about discrepancies in advertising information identified as a result of monitoring, provided by the Data Provider and taken into account by the Advertising Data Operator.

**5.4.2.** To suspend access to the Personal Account in case of the Data Provider's breach of its obligations under the Agreement until the Data Provider rectifies such breaches.

**5.4.3.** During the term of the Agreement and after its termination, to identify the Data Provider as its client in its informational materials and presentations, including those intended for an unlimited audience, and to publish information about cooperation with the Data Provider, including its logo (trademark), on its website for the purpose of informing Users about such cooperation. The Data Provider has the right to withdraw their consent by sending a corresponding application to the Advertising Data Operator to the e-mail address specified in Section 10 of the Agreement.

**5.4.4.** To analyze the Data of past Reporting Periods submitted by the Data Provider in the "ORD-A" System to determine if any adjustments to the Data from previous periods were made by the Data Provider. If Data adjustments are detected, the ADO reserves the right to charge the Data Provider for the difference in the cost of Services calculated based on the Tariffs in effect at the time of closing of the respective Reporting Period.

## **5.5. Advertising Data Operator undertakes:**

**5.5.1.** To ensure the creation and assignment of Advertising Identifiers to the Data uploaded by the Data Provider to the "ORD-A" System.

**5.5.2.** To transmit the Data to the Unified Register of Information Resources (ERIR) within one (1) day from the moment they are received in the "ORD-A" System.

**5.5.3.** To collect, analyze, store for a period of one (1) year, and timely transmit to the ERIR information about the online advertising distributed by the Data Provider, which was uploaded by the Data Provider to the "ORD-A" System.

**5.5.4.** To promptly notify those responsible for ensuring the implementation of this Agreement on the part of the Data Provider about the impossibility of transmitting or receiving Data, as well as about the occurrence of other unforeseen circumstances.

**5.5.5.** To ensure the operation of the "ORD-A" System for the purpose of fulfilling the Agreement. When conducting technical updates to the "ORD-A" System, the Advertising Data Operator shall notify the Data Provider of upcoming updates no later than seven (7) calendar days in advance, by sending a notification to the User's Personal Account.

## **5.6. Guarantees of the Advertising Data Operator:**

**5.6.1.** The Advertising Data Operator guarantees that the "ORD-A" System complies with the requirements for computer programs used for tracking advertising on the Internet and providing information (Data) to the ERIR.

**5.6.2.** The Advertising Data Operator guarantees the integrity of the Data received from the Data Provider and transmitted to the ERIR, protection of information from intentional and unintentional information impact, protection against unauthorized access by third parties (except for cases for which the Data Provider is responsible), and compliance with the requirements of the legislation of the Russian Federation on information and personal data protection.

## **5.7. The Data Provider warrants and guarantees:**

**5.7.1.** That it provided accurate information about itself, including passport data, address, data on the state registration of a legal entity or individual entrepreneur when entering into the Agreement, and will promptly notify the Advertising Data Operator of any changes to such information in accordance with clause 5.2.6 of the Agreement.

**5.7.2.** That it possesses all the rights and authority to enter into and perform the Agreement. In the event that the Data Provider acts as an intermediary acting on behalf of advertisers, advertising distributors, advertising system operators, or other parties involved in the distribution of Advertising Materials, it is entitled to provide the Data of such parties to the Advertising Data Operator for transmission to Roskomnadzor.

**5.7.3.** That it maintains and keeps accounting and reporting documents for the period specified by the legislation, which accurately reflect the economic transactions of the Data Provider in connection with the execution of the Agreement, and also carries out internal control of accounting in accordance with applicable legislation. The Data Provider agrees to provide

copies of such documents at the written request of the Advertising Data Operator during the term and after the termination of the Agreement (for the period specified by the legislation).

**5.7.4.** The completeness, timeliness, accuracy, and timeliness of providing Data to the "ORD-A" System, as well as the compliance of the Data with the requirements of the applicable laws of the Russian Federation.

**5.7.5.** The use of the Personal Account and access to the "ORD-A" System exclusively for the purpose of executing the Agreement and complying with the requirements of the legislation of the Russian Federation regarding the registration of Advertising Materials in the ERIR and the transmission of Data to Roskomnadzor.

## **6. RESPONSIBILITY**

**6.1.** Parties shall bear responsibility for non-performance or improper performance of obligations under the Agreement as provided for in the Agreement and the applicable legislation of the Russian Federation.

**6.2.** The Data Provider shall be solely responsible for the timely transmission of Data to the "ORD-A" System in accordance with the deadlines established by the advertising legislation of the Russian Federation and corresponding subordinate regulations.

**6.3.** The Advertising Data Operator shall not be liable for the untimeliness of Data transmission that has been received into the "ORD-A" System or transmitted by the Data Provider beyond the deadlines established by the advertising legislation of the Russian Federation and corresponding subordinate regulations (including due to the Data transmission format not complying with the technical requirements of the "ORD-A" System).

**6.4.** The Advertising Data Operator shall not be liable for technical errors and failures on the part of Roskomnadzor (in the ERIR system).

**6.5.** The responsibility for transmitting inaccurate, outdated Data or Data that is not in full compliance with the requirements of the legislation of the Russian Federation, as well as other discrepancies with the Data, lies with the Data Provider. In the event of claims by third parties or competent authorities related to violations identified during the verification of the Data transmitted by the Data Provider, the Data Provider undertakes to compensate the Advertising Data Operator for all losses caused by the identified violations and to compensate for all fines imposed by competent authorities and/or the court on the Advertising Data Operator regarding the Data transmitted by the Data Provider.

**6.6.** In case of a delay in payment, the Data Provider undertakes to pay the Advertising Data Operator a penalty of 0.1% of the unpaid amount for each day of delay. The Advertising Data Operator has the right to withhold the accrued penalty from the payment amounts under the Agreement.

## **7. CONFIDENTIALITY AND INFORMATION PROTECTION**

**7.1.** The Advertising Data Operator is not entitled to transmit the information (Data) received from the Data Provider to third parties or for purposes other than those provided for by Federal Law No. 347-FZ of July 2, 2021, "On Amendments to the Federal Law 'On Advertising,'" Federal Law No. 38-FZ of March 13, 2006, "On Advertising," and other laws and subordinate regulatory acts of the Russian Federation regulating the transmission of information to



Roskomnadzor. Providing Data to individuals participating in accordance with the requirements of advertising legislation in the transmission, processing, and storage of advertising information, as well as to regulatory authorities, does not constitute a breach of confidentiality.

## **8. PERSONAL DATA**

**8.1.** Each Party may transfer personal data of its employees, representatives, signatories, and other individuals authorized to conclude and execute the Agreement to the other Party, and the other Party may process them to the extent necessary for the conclusion and execution of the Agreement. The Party transmitting personal data undertakes to ensure receiving of consents to the processing and transfer of data for the specified purposes.

**8.2.** For the purpose of concluding the Agreement, confirming the identity of the person with whom the Agreement is concluded, and executing the Agreement with Data Providers who are individuals and individual entrepreneurs, for the purpose of increasing the accuracy of data and error control, the Advertising Data Operator may, during the term of the Agreement, store and process (including collection, systematization, accumulation, storage, clarification (updating, changing), use, depersonalization, blocking, destruction of personal data) the following personal data of Data Providers who are individuals and individual entrepreneurs:

- Full name
- Email address
- Mobile phone number
- Address of residence (if available)
- Taxpayer identification number.

The Advertising Data Operator also processes cookie files of visitors to its Website.

Data Providers who are individuals/individual entrepreneurs consent to the Advertising Data Operator receiving and storing scanned copies of:

- Pages of their passport containing information about the Data Provider's last name, first name, patronymic; date and place of birth, gender; passport series and number; the authority that issued the passport and the date of issue, the division code; address of residence; and pages with a note of registration at the place of residence or deregistration at the last place of residence.
- Taxpayer identification number certificate of the Data Provider.

**8.3.** The Advertising Data Operator transfers personal data to the Unified Register of Personal Data Operators (ERIR) for the purpose of providing Services under the Agreement. If necessary for the purposes of executing the Agreement and/or requirements of Russian Federation legislation, the Advertising Data Operator may transfer personal data to government authorities.

**8.4.** Data Providers consent to the specified actions regarding the information and copies of documents provided by them.

**8.5.** The Advertising Data Operator undertakes to ensure the confidentiality and security of personal data during processing, not to allow the distribution of personal data, not to disclose them to third parties (except as required by Russian law), and to take all necessary legal, organizational, and technical measures to protect personal data from any unlawful actions against them.

**8.6.** The Advertising Data Operator does not transfer personal data of the Data Provider to third countries.

**8.7.** Data Providers have the right to withdraw their consent to the processing of their personal data by submitting a written withdrawal of consent to the Advertising Data Operator at the email address [support@ord-a.ru](mailto:support@ord-a.ru).

## **9. OTHER PROVISIONS**

**9.1.** The present Agreement shall be governed by and interpreted in accordance with the law of the Russian Federation.

**9.2.** The Parties will attempt to resolve all disputes through negotiations and the submission of claims. The period for considering a claim is fifteen (15) calendar days from the date of receipt of the claim by the Party. Unresolved disputes shall be settled in court at the location of the Advertising Data Operator under the substantive and procedural law of the Russian Federation.

**9.3.** The Parties may exchange messages and notifications in the following ways:

- Using the email addresses of the Parties (for the Data Provider: the email address provided during registration on the Website, which serves as the login in the Data Provider's Personal Account; for the Advertising Data Operator: the email address specified in Section 10 of the Agreement).
- Through the electronic document exchange (EDO).
- By postal mail with acknowledgment of receipt or by courier service with delivery confirmation.

**9.4.** The Parties may exchange documents within the framework of the conclusion and execution of the Agreement through electronic document exchange (EDO). The Parties agree to conduct electronic document exchange (EDO) exclusively through the appropriate qualified operators of electronic document exchange (for the Advertising Data Operator: SKB Kontur (Diadoc service)), using enhanced qualified electronic signatures (hereinafter referred to as "e-signature"), and recognize the legal force of received or sent electronic documents. The Parties use EDO for the exchange of formalized (primary) documents and non-formalized documents, including UPD, invoices, notifications, claims, and other documents within interaction under the Agreement.

The Parties acknowledge that received electronic documents with e-signatures are equivalent to receiving documents on paper carriers and are a necessary and sufficient condition for establishing that the electronic document originates from the Party that sent it.

The Parties guarantee that the issuance of e-signature keys is carried out by the Parties only to persons duly authorized to perform actions within EDO. The electronic signature is used taking into account the limitations contained in the qualified certificate of the person signing the electronic document (if such limitations are established). The receiving Party may consider the e-signature of the other Party as not burdened with any restrictions, and documents signed with such e-signature - having full legal force. The responsibility for the unlawful use of the e-signature lies with the authorized person - the owner of the signature key certificate.

#### **10. ADVIRTING DATA OPERATOR DETAILS**

ORD-A" LLC

Legal address: 127018, Moscow, vn.ter.g. municipal district Maryina roshcha, Streletskaya str., 6, e. /pomesti. semi-basement/II, comp. 15

OGRN: 1227700313994

TIN: 9715420338

KPP: 771501001

OKTMO: 45357000000

OKATO: 45280569000

OKPO: 57882617

e-mail: [support@ord-a.ru](mailto:support@ord-a.ru)

Bank account details:

Name of the bank: Moscow branch of JSB ROSSIYA, Moscow

TIN/PPP of the Beneficiary Bank: 9715420338 / 771501001

p/c: 40702810900100001317

BIK: 044525112

k/s: 30101810500000000112