

User agreement

The User agreement shall enter into force for new Users while accepting it during the Registration, and for all the other Users - from 29 March 2018.

This User agreement (hereinafter User agreement) regulates the relations between OOO Redaktsiya zhurnala Akkreditatsiya v obrazovanii (hereinafter Organization) and the Internet user (hereinafter User) arising from the use of the Internet resource hedclub.com (hereinafter HED) on the terms and conditions specified in the User agreement.

The full and unconditional acceptance by the User of this User agreement consists in committing actions aimed at the use of HED including search, view or ads submission, registration on the Website, sending messages through the communication form and other actions aimed at using HED functionality.

The User agreement can be changed by the Organization at any time without any special notice to the User. The new version of the User agreement shall enter into force upon its posting on HED. Regular familiarization with the current version of the User agreement is the responsibility of the User. The use of HED after the entry into force of the new version of the User agreement means the User's acceptance and the application to the User the terms of the new version in full.

The current version of this User agreement is available at hedclub.com.

1. Terms and definitions

Terms and definitions of the User agreement have the following meaning:

Organization – OOO Redaktsiya zhurnala Akkreditatsiya v obrazovanii (OGRN 1051200081107, RU, YOSHKAR-OLA, LENINSKIY PROSPEKT, 68).

HED and/or Website – Internet resource, which constitutes the set of information system data and intellectual property objects (including computer program, database, interface graphic design (design), etc.), accessed from various user devices connected to the Internet through special software to view web pages (web browser) at hedclub.com (including domains of the next levels related to hedclub.com).

User – a visitor of Internet resources, including HED.

User agreement – published on the Website User agreement, the terms of ads posting and other regulations and documents governing the operation of HED or determining the order of Services use.

Services – functionality, services, and tools available to the User on HED.

Goods – any product, service, job offer, or other offer in respect of which the User posts an Advertisement on HED.

Advertisement/Ad – message with Goods information (including contact information, photos and any related information) posted by the User on HED, addressed to an indefinite circle of persons.

Seller – the User posting Advertisement on HED offering to make a transaction in respect of the Goods.

Buyer – the User viewing the advertisement posted by the Seller, communicating with the Seller in respect of the Goods and/or making a transaction with the Seller.

Account data – a unique login (e-mail address and/or phone number specified by the user) and a password created independently by the User during the Registration on the Site (or changed after password recovering), used to access the Personal account after the User's Registration on HED.

Personal account – the User's personal section on HED, associated with the User account on the Website, enabling the User to operate certain HED Services, including ad posting/removing on HED given terms.

Registration – a set of User's actions in accordance with the instructions specified by HED (including providing Personal account data and other information) made by the User using a special form of the User's interface on HED in order to create a Personal account and get access to certain HED Services.

Data – any materials and information provided by HED while using Site.

2. General conditions. HED Service access.

2.1. Under the terms of the User agreement HED enables the User free Website Services: Ad posting, search, view and reply.

2.2. The Website also provides the User Ad promotion chargeable Services on additional terms and according to certain regulations and restrictions. Follow the link to see the price offer on HED <http://hedclub.com/ru/site/about-promotional-offer>

2.3. HED has a right at any time to revise or modify the terms of Services providing, to add, change, limit, and expand the functionality of the Website and/or the Services, including the User's access to the Services or to the certain functionality of the Website.

2.4. Providing certain Services may be regulated by special rules and / or agreements being an integral part of the User agreement, including ad posting terms, other terms and conditions, individual agreements signed by HED and by the User. In case of conflict or discrepancy between the text of the User agreement and special regulations and/or agreements, the latter shall be applied.

2.5. HED is a platform allowing Sellers to post their own offers at their own risk, addressed to an indefinite number of persons for the transaction in respect of the Goods, which the Seller is entitled to dispose (to make offers), and Buyer accepts at own discretion and under own responsibility the offers posted on the Website by the Seller, entering into transaction with the Seller.

2.6. HED is not the organizer of the transaction/ the Buyer/ the Seller/ the intermediary/ the agent or the representative of any User and/or other concerned party in relation to the offered/concluded transaction between the Users. All transactions made through Ad posting on the Website between Users are made without direct or indirect HED participation.

2.7. Regardless of the fact of Registration or User's authorization on the Website, the use of the Website, including viewing the information posted on the Website, means the User's acceptance of the User agreement and undertaking the responsibility to follow the instructions for Services use, as well as responsibility for actions related to the use of the Website.

2.8. By accessing HED and accepting the User agreement, the User guarantees that the person has all the rights and powers necessary for accepting and enforcement the User agreement, including being an adult and fully capable person, or a minor person declared by the decision of the authorized body to be fully capable (emancipation) or a minor person reached the age of fourteen and received written permission in the form required by law from their parents or other legal representatives to accept the User agreement. HED has the right at any time to require the User to provide the information and documents confirming the rights and powers as set out above.

2.9. All HED Services at any time may be changed, supplemented, updated and changed in its form and nature of the functionality without prior notice to the User.

2.10. HED has the right, if necessary, under own discretion to stop (permanently or temporarily) providing the Services (or any functionality within the Services) to all the Users or to a certain User without prior notice.

3. Registration on the Website

3.1. The User has the right to post Ads and to use separate Services after being registered on HED.

3.2. During the Registration the User independently specifies Account data. After the Registration the User receives an e-mail message to the e-mail address specified during the Registration, which contains a hyperlink. The transition is necessary to confirm Registration on the Website.

3.3. The User is obliged to monitor the safety of personal Account data and not to disclose them to third parties. The User doesn't have the right to give personal Account data to third parties, as well as directly or indirectly permit third parties to use personal Account data for authorization on HED except persons acting on behalf of and in the interests of the User or who has obtained such personal Account data on the basis of relevant agreements with the User.

3.4. Any action performed from the User's Personal account using personal Account data shall be considered as an action performed by the User or User's representative and establishes the User's obligations and responsibilities in respect of such actions, including the responsibility for violation of the User agreement, legislative requirements in respect of the Goods posted by the User on HED.

3.5. The User is obliged to change personal Account data immediately, in case of reasonable suspicion of being disclosed, used by unauthorized third parties or at HED request.

3.6. HED has the right to use available technical solutions to verify the correctness of the information provided by the User when using HED. HED cannot guarantee that the User is really the person information about whom was provided by the User on HED or the information provided is correct. HED recommends the User to communicate with possible counterparties, Buyers and Sellers, using all the tools available on HED. Caution is suggested while making transaction or choosing a Seller.

3.7. HED has the right to block the User's access to the Personal account and/or not simultaneously terminate Ad posting and displaying. HED has the right to terminate and/or restrict the User's access to the Services at any time, as well as block or delete the User's Personal account on the Website without the possibility of its recovery.

3.8. Viewing Ad and other information posted on HED in the public domain does not require User's registration and/or authorization, but in any case the User is obliged to comply with the terms of the User agreement.

4. Information provided by the User

4.1. While using HED the User is obliged to provide only accurate Data and is responsible for Data provided. The User makes commitments to update the Data promptly by editing it on HED. HED has the right to request, and the User is obliged to provide upon such request, the documents and information necessary to determine the User as a party of the User agreement and/or the party using the relevant Services, as well as documents confirming the accuracy of the Data provided and the legality of the using/offering the Goods and/or the User's connection with the Goods specified in the Ad.

4.2. In the process of using HED Services (including Registration, interaction with other Users through HED interface, Ad posting, viewing HED pages, etc.), the User independently and voluntarily decides to provide HED or posts in public access personal and other information about the User (User's surname, name, patronymic, pseudonym, e-mail address, phone number, as well as any other information provided by the User, including the messages sent to other Users via the feedback form in HED interface, information about User's actions on HED etc.) for the purpose of execution of the User agreement and hereby declares consent to personal and other Data processing by HED and its affiliates, Data transferring (including cross-border transfer to the territory of foreign States, ensuring adequate protection of the rights of subjects of personal Data) for processing by other Users and / or third parties acting on behalf of HED including: providing the User with advisory support concerning Website use, checking Ad for compliance with the User agreement, delivery messages to other Users, obtaining statistical and analytical data to improve HED functioning and/or HED Services, expanding the range of Services provided, getting information and/or advertising messages from HED or third parties, preventing or halting User's or third parties illicit and/or unauthorized actions, ensuring compliance with the requirements of the current legislation of the Russian Federation. HED takes all necessary measures to protect the User's personal Data from unauthorized access by third parties.

4.3. All the information (regardless whether such information is considered or not by legislation of the Russian Federation as personal or other data subjected to protection in accordance with the legislation of the Russian Federation) posted by the User on HED, is posted by the User for the purpose of User's property and/or services and/or other interests realization, therefore, the User posts personal information exclusively in personal interests, including the purpose of facilitating communication with the User. By posting Ads on HED, the User makes the Data specified in the Ad publicly available and understands that the posted information is published on HED in the public domain available to any HED visitor (unlimited number of persons) on the territory of all countries of the world where Internet use and access to the Website is available, therefore the User understands and accepts all the risks associated with such information posting, including, but not limited to:

risk of getting an e-mail address in the mailing lists of spam messages, the risk of getting an e-mail address to various scams, the risk of getting a phone number to SMS spammers and/or SMS scammers and other risks arising from such information posting.

4.4. HED is not obliged to carry out a preliminary check of the Data of any kind posted and/or distributed by the User through HED. HED has the right at own discretion to refuse to post and/or distribute any User's Data or to delete any Data posted by the User on HED. The User realizes and agrees on the necessity of personal assessing of all the risks associated with posting and distribution of any Data, including an assessment of its reliability, completeness or usefulness.

4.5. HED does not provide advice on matters not related to HED requiring professional evaluation and/or are not within HED competence.

4.6. User's requests to HED on issues related to HED use are considered according to the procedure specified on the Website. The communication between HED and the User within the framework of consideration of the User's request is carried out using the User's e-mail address and/or phone number.

4.7. HED has the right not to consider the User's request: not containing the information and documents necessary for the consideration of the request; containing false information and (or) documents without signs of reliability; in respect of the questions on which HED previously sent a response to the User (repeated requests); containing insults, threats or requests set out in a sharp negative form; sent with violating other conditions and consideration procedures provided by HED.

5. Obligations of the User

5.1. The User is obliged to act strictly in accordance with the current legislation and the User agreement, and to bear full responsibility in conformity with the legislation of the Russian Federation for personal actions and inactions on HED and while using Services.

5.2. Available HED Services are to be used by the User only for the purposes such Services are intended. The user is forbidden to use the Services and information obtained through the Site to the purpose not intended.

HED has the right at any time and under own discretion to control the User's compliance with the User agreement by conducting random checks of Advertisements, Buyer's messages sent to the Sellers through HED communication form and/or terms according to which the Users use the Services, including use of software in automatic mode. In case of violations, as well as receiving information from third parties about such violations or identifying a set

of features indicating violations in HED estimation, HED has the right to suspend or terminate the User's access to certain Services, including rejection or blocking the Ads and/or access to Personal account. According to HED own discretion the blocking of Ads and/or Personal accounts on HED can be temporary or permanent, depending on the volume and number of User's violations of the User agreement and other terms of the Website use established by HED. In case of elimination of violations by the User, HED has the right to restore the previously blocked Advertisement or the User's access to the Personal Account on the Website.

5.3. The User is obliged not to use automatic or other programs to gain access to HED without written permission. Any material or information (including Advertisements, Goods descriptions, photos etc.) can not be used, distributed, copied, and/or extracted from HED manually or automatically (using software) without HED permission.

5.4. The use of computer programs allowing to view or post Ad on HED, by skipping the usual order of Ad posting (for example, the use of programs of Ad auto loading) without HED written permission is strictly prohibited and may result in termination and/or suspension of Ads publication, blocking access to Personal account and/or to HED.

5.5. The user also is obliged:

not to take any action that could cause disproportionately large load on HED infrastructure; not to copy, reproduce, modify, distribute or represent to the public any information contained on HED (except the Data provided by the User) without the prior written permission of HED or any third party; not to interfere with the work of HED, not to interfere with the operation of automatic systems or processes with the aim to block or limit access to HED.

5.6. In order to suppress or prevent the violation of the User agreement and/or causing damage to HED (for example, DDoS attacks or other hacker attacks, unauthorized use of software tools, including Ad loading etc.), HED has the right to limit the access of Users or third parties to HED by blocking access to HED of the relevant IP address or range of IP addresses.

5.7. To get access to certain HED Services the User can provide and use unique identifiers (character set) of the User, of Personal account on the Site, of Ad or Goods etc.

5.8. Getting accessed to HED, the User agrees to receive promotional information posted on the HED by third parties. The User understands and agrees that HED does not specify the contents and shall not be liable for such information, including websites, links to which can be contained in the relevant materials.

5.9. The User is obliged not to use any information provided by other Users, without written permission from the person posted the Data, or without any other confirmation of the right to use such Data. All information received by the User about other Users while using HED, can be used only for making transactions in respect of Goods. Thus, the User is prohibited from using e-mail address, phone number and/or a special form of communication with the Seller on the Website for the purposes of direct ad mailing or other mailing of unwanted e-mail messages, as well as for other illegal actions or actions committed without awareness and/or consent of the other party. In order to facilitate interaction between the Users, the Services imply limited access to certain contact information of other Users. The right to use the Data provided by other Users is limited by the User agreement.

5.10. If the User has any claims towards another User in connection with the use by the latter of the Services and/or Ads posted by the User, HED User is obliged to refer these claims to the appropriate person (Seller) and to resolve the claims independently and without the participation of HED.

5.11. The User understands and accepts that HED does not always verify the information published on HED by the Users. Some data contained in Ads may appear offensive, dangerous, inappropriate or misleading. HED recommends the Users take precautions and use common sense when using the information on HED. The User must take into account that the counterparty can impersonate any other person, be a minor person, post misinformation etc. The use of the Services implies that the User is aware of and accepts these risks and agrees that HED is not liable for any actions or inactions by other Users.

5.12. The User is obliged to take precautions when choosing a counterparty, make a decision on the transaction under User's personal responsibility, based on the fact of Ad posting on HED, independently making sure that the offer, sale and/or purchase of any Goods in the Ad is valid and legal.

6. Exchange of information when using the Website

6.1. HED messages intended for Users are published for public access on HED and/or sent individually to the e-mail addresses provided by Users while Registration or Ads posting on the Website. At the same time, the User understands, accepts and agrees that the sent messages and/or their separate parts may have an advertising nature, as well as may contain Ads, informational and other messages of HED counterparties. Messages published on HED are considered delivered to the User from the moment they are published. HED can send Users transactional and service messages related to User activity on the Website.

6.2. Users Messages intended for HED are transferred by means suggested by HED, including the feedback form for requests on the Website.

6.3. User messages addressed to Seller can be sent through specially provided by HED Service communication form. The User realizes and agrees that correspondence with other Site Users, carried out through especially provided communication form is not personal. HED has the right to view at any moment messages sent through a specially provided communication form. HED does not guarantee that the message sent to the Seller will be answered by the User or the message will be delivered to the Seller.

6.4. By accessing HED the User agrees that HED can send messages to the User, including e-mail messages, voice and/or text messages (SMS) to the e-mail address or telephone number specified by the User on HED including, but not limited to: User messages in respect to Goods and / or Advertisements, including offers on making transaction from other Users, offers and messages of another information and / or advertising nature from HED or companies - HED partners, as well as to transfer to third parties e-mail addresses and phone numbers for sending these messages.

7. Guarantees and liability

7.1. The User is responsible for the actions performed on the Site in accordance with the current legislation of the Russian Federation, including the responsibility for the content of the information posted by the User and violation of the rights of the third parties in respect of Goods and/or information posted on the Website.

7.2. The User is responsible for the transactions proposed and made in respect of the Goods, the selection of counterparties for the transaction and the consequences arising from the transaction. All transactions in respect of Goods are made directly between the Users. HED is not a member and/or an intermediary of transactions made by Users on the basis of information obtained from HED, does not control and is not liable for such transactions.

7.3. HED is a tool enabling Users to post Advertisements in respect of Goods being sold or purchased permitted by law and the User agreement. At the same time HED does not always check Ads posted by Users. Thus, the quality, safety, legality and conformity of the Goods to their description, as well as the ability of the Seller to sell and/or the Buyer to purchase the Goods, are beyond the control of HED. In this connection HED is not liable for the content of the information provided by Users, including the content of Advertisements, Users` using of trademarks, third-party logos and terms of the Seller's offer.

7.4. HED is not liable for loss of information by the User, as well as for distortion of information or loss of the message received using the communication forms on the Website.

7.5. Taking into account the principles of building and functioning of the Internet, the Services are provided "as they are", this means that HED does not provide any guarantees in respect of the Services, in particular, HED does not guarantee the User that:

- Services, their direct or indirect effect and quality will meet the requirements and goals of the User;
- Services will be provided uninterruptedly, securely or error-free;
- results obtained through the use of the Services will be accurate, reliable and meet User's expectations.

7.6. The User agrees that HED is not liable for any losses caused to the User while taking measures to suppress or prevent violations on HED related to the limitation/blocking of Users' access to the Website, as well as IP-addresses in accordance with paragraph 5.6. of the User agreement.

7.7. The User accepts and agrees that provided by HED option to send a message to the User via the communication form on the Website can be used by any third parties for purposes except making a transaction with the User without any influence and control by HED. In this regard, HED is not liable for the use of HED form by other Users and/or automated systems (robots) for sending messages to Users, as well as for the use of telephone numbers posted by the User on HED pages.

7.8. In case the Buyers use a form of communication with the Seller on the Website HED can not guarantee the delivery of such Buyers' messages and the correctness of the electronic address specified by the Seller.

7.9. HED shall not be liable for any failure or inability to perform obligations due to the force majeure, the consequences of which cannot be avoided or overcome.

7.10. HED has no connection with any information provided by the User, including the content of Advertisements provided and/or posted by Users on HED, and is not obliged to verify the content, authenticity and safety of such information or its components, as well as its compliance with the requirements of current legislation and the availability of the necessary amount of Users' rights to its distribution and/or use.

7.11. The Data posted by Users can contain links to websites on the Internet (third party websites). The third parties and the content of their websites, as well as any information of third parties are not checked by HED for compliance with certain requirements (reliability, completeness, legality, etc.). HED is not liable for any materials and information posted on third party websites to which the User accesses while using HED, as well as for the availability of such websites or information and the consequences of their use by the User.

8. Intellectual rights

8.1. HED is the owner of the exclusive rights for HED, including but not limited to the domain name, the logo posted on the Website, the trademark HED, databases, all technical developments allowing the use of the Website. The User or any other person has no right to use HED or Services in any manner not provided by the User agreement without HED written permission, including extracting Data in any form not provided by the User agreement. Exclusive rights for the results of intellectual activity, included into the Data provided by Users, belong to the relevant Users and rights holders.

8.2. In order to fulfill the User agreement, contests, promotions, announcing and informing Users and other similar events, exercising the legitimate rights and interests of HED and ensuring the functioning of HED, the User provides HED acting everywhere perpetual right to use the Data (including photos, Goods describing texts, trademarks, logos, etc.) by any means on all known or unknown data carriers for whole period of the duration of the exclusive right, as well as to transfer such a right to third parties. The User authorizes the use of materials as part of the Data without specifying author's name, and also guarantees that the information provided does not violate any rights of third parties, including exclusive rights.

9. Term of validity of the User agreement

9.1. The User agreement shall come into force from the moment the User begins HED Services using, regardless of the fact of the User's Registration or Ads posting on HED, and shall be valid indefinitely.

9.2. The User has the right to terminate access to his Personal account without the possibility of its restoring. In this case, the User shall not be entitled to re-Register, including using the e-mail address and/or telephone number previously specified by the User as part of the Account data on HED.

HED reserves the right under own discretion to terminate the access to the Services in whole or in part to the User violating the User agreement, as well as the terms of any of the Services, other rules governing the HED functioning, including to terminate or temporarily suspend the User's access to the Personal account. The User whose access to the Services has been terminated, or whose Data has ceased to be valid, shall not be entitled to create a new account on the Website again (including using the email address and/or telephone number previously specified by the User on HED) without the HED special permission. The User doesn't have the right to use another User's Account data to access HED.

10. Transfer of rights

10.1. HED has the right, and the User hereby consents, to transfer the rights and/or obligations under the User agreement, both in whole and in part, to a third party.

10.2. In the event of a transfer of rights and/or obligations, in whole or in part, under this User agreement to a third party, the third party has the right to provide equivalent or similar Services on another site.

11. Disputes and applicable law

11.1. All disputes arising from the User agreement are subject for resolution within the framework of current legislation of Russian Federation.

11.2. Since the use of the Services provided to the User under the User agreement is gratuitous, the provisions of the consumer protection law shall not apply to relations between the User and HED.

11.3. All disputes arising from the User agreement shall be settled in the court of HED location (Yoshkar-Ola).

11.4. Recognition of certain parts of the User agreement as invalid does not repeal the validity of the other terms of the User agreement.