

LICENSE AGREEMENT

I. TERMS AND DEFINITIONS

Website means a set of computer software applications and other information contained in the information system accessible through the Internet information and telecommunications network (hereafter, the Internet) at the following domain name: <https://www.russianartarchive.net>.

Licensor (Website Owner) means Private Cultural Institution GARAGE Museum of Contemporary Art (9/32 Krymsky Val, 119049, Moscow, Russia, Taxpayer Identification Number 7706471526, Principal State Registration Number 1147799010083).

Licensee means a user of the Internet.

Website Services (Services) mean Website applications enabling the Licensee to use services provided by the Licensor and third parties.

II. GENERAL PROVISIONS

The Licensor grants the License, free of charge, the right to use the Website and Website Services on the terms specified in this License Agreement (hereafter, the «Agreement»).

The Licensee agrees that after displaying (opening) any Website page in a web browser the Licensee shall be deemed to have accepted the terms of this Agreement in full, without any reservations or exceptions. If the Licensee does not agree with any provision of this Agreement and does not accept the terms of the Agreement in full, the use of the Website shall be terminated.

The Licensor may unilaterally make any amendments to the Agreement, provided that the Licensee is informed about such amendments in a timely manner. The Licensor shall notify the Licensee about the amendments to the provisions of this Agreement by publishing the new version of the Agreement on the Website. In the event of amendment of the terms of this Agreement the Licensee shall unconditionally and fully agree to the new version of this Agreement.

The Licensor may use information about the Licensee's actions at the Website in order to improve its functionality, impose any restrictions on the use of the Website, including restricting access to information published on the Website if such information could cause harm to the health and development of children.

III. TERMS OF WEBSITE USE

All materials and information published on the Website, including elements of design, text, graphic images, illustrations, video, music and other materials, shall be exclusively owned by the Licensor and other right owners.

The Licensor grants to the Licensee a simple non-exclusive license to use the Website by uploading the Website in a web-browser, as well as the right to use the Website Services. The license grants the Licensee the right to use the Website for personal, non-commercial purposes.

The Licensee may use information published on the Website for informational, research, and educational purposes, in accordance with Article 1274 of the Civil Code, provided that the Licensee includes a link to the Website or indicates that the information was received from <https://www.russianartarchive.net>.

When using the Website, the Licensee shall:

- not violate the terms of this Agreement;
- not restrict access to other licensees or prevent other licensees from using the Website;
- not interfere with the normal operation of the Website and its Services;
- submit valid data to the Licensor when using the Website Services;
- not use the Website Services without the essential need to use them;
- not upload or otherwise publish on the Website, send or transfer using the Website Services any advertising content, spam, materials containing viruses and computer codes, files, spy software or any other software developed to disrupt the functionality of the Website;
- not gain any unauthorized access to any technological components of the Website with the intention to perform actions, the performance or attempted performance of which entails criminal liability in the Russian Federation.

The Licensee shall be solely liable to the third parties for his/her actions related to the use of the Website including if such actions infringe the rights and legal interests of the third parties, as well as for statutory compliance while using the Website.

IV. WARRANTIES AND LIABILITY

The provisions of this Agreement shall in no event be interpreted as any warranties granted by the Licensor to the Licensee, including the warranties that:

- the Website Services will meet the specific requirements of the Licensee or will be uninterrupted, timely, secure or error-free;
- any results that may be received with the use of the Services will be accurate or reliable or that they may be used for any purposes or in any manner;
- the quality of any service or information received with the use of the Services will comply with the expectations of the Licensee.

The Licensee shall use the Website Services at his/her own risk. The Website Services are provided «as is». The Licensor disclaims all liability, including for the fitness of the Website Services for Licensee's purposes.

The Licensor shall not be liable for any information and materials published on the websites of the third parties to which the Licensee may gain access through the Website Services, and does not check such information and materials for accuracy, completeness and legitimacy.

The Licensor shall not be liable for any damages resulting from the use of the Website or any of its parts/Services by the Licensee.

V. OTHER TERMS

This Agreement shall come into force when the Licensee agrees with the provisions of this Agreement in the manner provided for in paragraph 2 of Article II hereof. The term of this Agreement shall not be limited.

This Agreement shall be governed by and interpreted in accordance with the laws of the Russian Federation. Any issues not covered by this Agreement shall be resolved in accordance with the laws of the Russian Federation. All possible disputes arising from the relations regulated by this Agreement shall be resolved in the manner provided for by the laws of the Russian Federation. The governing law shall be the law of the Russian Federation.

If one or more of the provisions of this Agreement are held to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of the remaining provisions of this Agreement.