

# Terms of Use of the SYSTEM «25h8»

## 1. Definition of terms

1.1. The «25h8» SYSTEM is an information and telecommunication system designed to provide an unlimited number of users of electronic information services, including the following:

- publication, transmission and storage of information, in particular: messages, announcements, posts, etc.;
- information search in the SYSTEM «25h8» and access to it;
- creation, processing, sending, transmission, receipt, storage and use of electronic documents;
- announcement, conduction and acceptance of participation in auctions, reductions in electronic form;
- other actions etc.

1.2. **the website of the «25h8» SYSTEM** is a set of data, electronic (digital) information, copyright objects and (or) related rights, etc., which constitute or do not constitute the «25h8» SYSTEM, interconnected and structured within the address on the Internet: <https://25h8.com>, where users have an access to the «25h8» SYSTEM.

1.3. **the operator of the «25h8» SYSTEM** is a limited liability company «25/8.Business», registration code USR 40581854, location: 04071, Kyiv, Vozdvyzhenska street, 56, office 604; a legal entity, registered and acting in accordance with the legislation of Ukraine.

1.4. **content (information)** is all objects posted (published) within the «25h8» SYSTEM and/or displayed on the website of the «25h8» SYSTEM by users and/or other owners, including, but not exclusively, audio- , video materials, text (in the form of posts, announcements, auctions (reductions) announcements, etc.), graphic images, illustrations, computer programs (their code), databases, music, sounds and other objects, also any other information posted (published) in the «25h8» SYSTEM and/or displayed on the website of the «25h8» SYSTEM.

1.5. **identification** is the procedure for user identification and verification of user data by comparing a certain range of parameters (email address, login, password, etc.) requested by the «25h8» SYSTEM, including the user id, for the existence and compliance of the user account stored in the Operator's database and/or in the SSOid.net service provider's database, to authenticate the user in the «25h8» SYSTEM.

1.6. **service ssoid.net** is a service provided by a limited liability company «Identification», the identification code of the USR: 41513455, location: 04071, Kyiv, Vozdvyzhenska street, 56, office 202, a legal entity registered and acting in accordance with the legislation of Ukraine. The operator and LLC «Identification» are in contractual relations aimed to provide the users of the «25h8» SYSTEM with the ability to identify (register) in the «25h8» SYSTEM and other information and telecommunication systems (Internet services) with the Single Sign-On technology, also to increase the protection of personal data of the users.

1.7. **authentication** is the moment of the completion of user identification in the «25h8» SYSTEM with confirmation of his authority and giving him access to the information and functionality of the «25h8» SYSTEM.

1.8. **verification** is the method or tool of checking the User's identity by the Operator, the validity of his personal data according to the one, the User specified when identified (registered) in the «25h8» SYSTEM and/or using the service SSOid.net and their belongings to him.

1.9. **cabinet** is a user's account in the «25h8» SYSTEM, also is a section of the «25h8» SYSTEM in which the User shall provide registration, advertising and other information about himself. With the help of the Cabinet, the User may use the «25h8» system for its functional

purpose. A cabinet (account) can be used by only one User, it is not allowed to transfer the data to access the cabinet (account) to another user (another person).

## 2. General provisions

2.1. Limited Liability Company «25/8.BUSINESS» (EDRPOU code 40581854) (hereinafter referred to as the «Operator») publishes the Terms of Use of the «25h8» SYSTEM on the Operator's Internet website <https://www.25h8.com>.

2.2. The terms of use of the «25h8» SYSTEM (hereinafter referred to as the «Terms of use of the SYSTEM» or «Terms of Use») are the rules of using the «25h8» SYSTEM defined by the Operator, taking into account the requirements of regulatory acts, in order to enable users to realize their social, business, labor and commercial interests, using full functionality of the «25h8» SYSTEM.

In case of acceptance of these Terms of Use by the rules set out below, any capable individual or legal person acting through a properly authorized individual (hereinafter referred to as the «User») undertakes to comply with the provisions of the Terms of Use of the «25h8» SYSTEM.

2.3. If the User does not agree with the Terms of Use fully or partially, the Operator asks him to leave the «25h8» SYSTEM. The use of the services of the «25h8» SYSTEM means that the User is acquainted with these Terms of Use, understands and accepts them.

2.4. Starting to use the «25h8» SYSTEM after passing the identification (registration) procedure in the «25h8» SYSTEM, the User confirms its ability to operate and accepts the Terms of Use of the SYSTEM fully, without any reservations or exceptions. In case of User's disagreement with any of the provisions of these Terms of Use, the User is not allowed to use the services of the «25h8» SYSTEM.

2.5. By using the «25h8» SYSTEM, the User is aware that Users interact in the SYSTEM directly with each other. The Operator is not the guarantor of the obligations declared by the Users, is not a participant in the Users' Agreements, but only provides the functional use of the «25h8» SYSTEM.

2.6. These Terms of Use of the «25h8» SYSTEM apply to all types and methods of using of the SYSTEM and its entire contents (information, images), also services and products available in the SYSTEM or obtained through it.

2.7. The user agrees that the relevant instructions, manuals, guides, wizards, are embedded in the «25h8» SYSTEM interface, and are freely available on the website of the System, are an integral part (annexes) of these Terms of Use of the «25h8» SYSTEM, but also regulate the relationships between Users and between Users and the Operator. The indicated instructions, assistants, guidelines, masters are valid from the moment of their publication in the SYSTEM.

2.8. The Operator has the right to change these Terms unilaterally. All changes made to the Terms will be available as a new edition posted on the website of the «25h8» SYSTEM. The user can be notified of such changes through the cabinet.

2.9. All changes to the Terms of Use shall come into force on the date they are posted on the Operator's website. By using the «25h8» SYSTEM, the User accepts new Terms in the version applicable at the time of use of the «25h8» SYSTEM.

2.10. The use of the SYSTEM is carried out with the application to the relations arising from these Terms, as well to the «25h8» SYSTEM in general, and to its individual functions or components, commonly used in the world practice of the principle of «As is», namely: «25h8» SYSTEM (and/or its components) to the functional capabilities of which the Users get an access, is in a state of certain functional and/or technical capacity, the level of which is formed on the date of application by the Users of the SYSTEM, the Users agree to use it without additional

conditions and /or reservations.

2.11. The operator does not guarantee any kind of absence of errors in the «25h8» SYSTEM and/or a permanent or continuous access to the website of the «25h8» SYSTEM.

2.12. The Operator has the right to make updates and other possible modifications of the «25h8» SYSTEM, including its individual components/modules, without User's prior approval.

2.13. The Operator has the right to make any modifications (changes) to the «25h8» SYSTEM and/or its components without changing its direct functional purpose, including to modify, add and/or expand the functionality of the «25h8» SYSTEM, user interface changes and other modifications.

2.14. The Operator has the right, without additional approvals with the Users, to introduce paid services in the «25h8» SYSTEM, to determine the size and procedure of payment by the Users of such services, to offer to Users to conclude the relevant service contract for the «25h8» SYSTEM, including the form of the accession agreement.

### **3. User's personal data**

3.1. When registering, editing a profile and/or personal cabinet, the User transmits his personal data to the «25h8» SYSTEM owned by the Operator and the Operator receives the User's personal data (in the part of the information and/or content fields of the profile/personal cabinet: surname, name, the date of birth, the series, the number, date and place of the passport issuance, the registration number of the tax payer's account, the place of registration (address of residence), contact information (phone number) and guarantees their proper protection.

3.2. Passing the procedure of identification (registration) in the «25h8» SYSTEM each User, acting as the subject of personal data or as his/her representative, fully accepts the data provisions on personal data and gives informed and unambiguous consent to the processing of the specified personal data to the Operator.

3.3. All information about the User, its authorized persons, other personal data received by the Operator and related to the operation of the «25h8» SYSTEM are processed (including stored) in order to ensure the full functioning of the «25h8» SYSTEM (in general, its individual services , modules), providing and meeting the needs and requirements of the User, in full compliance with the requirements of the laws of Ukraine «On Protection of Personal Data», «On the Protection of Information in Information and Telecommunication Systems».

3.4. The personal data of the User and his authorized persons, received by the Operator, shall be included in the Database of personal data «Individuals whose personal data are processed».

3.5. Processing of personal data of the User is carried out by the Operator automatically, in exceptional cases, by its authorized employees, in electronic and paper form, in card files, systematized documents (protocols, accounts, acts), and other separate documents (contracts, accounts, acts, etc.).

3.6. The purpose of processing the User's personal data by the Operator is to provide Users with the services provided by the function of the «25h8» SYSTEM, as well as providing access to the data to third parties at the discretion of the Users.

3.7. Personal data of the User (in part of the information and/or content fields of the profile: surname, name, patronymic, date of birth, series, number, date and place of the passport issue, registration number of the taxpayer's account, place of registration (residence address), the contact data (phone number) used in the registration, authorization, profile editing and/or personal cabinet of the User in the «25h8» SYSTEM are processed and stored on the Operator's equipment (server).

3.8. By registering in the «25h8» SYSTEM, the User gives consent to the processing of personal data and confirms the familiarization with the processing of personal data specified in

this consent and the rights granted to the subject of personal data in accordance with Art. 8 of the Law of Ukraine «On Protection of Personal Data».

3.9. The User confirms that he is familiar with his/her rights as a subject of personal data in accordance with Art. 8 of the Law of Ukraine «On Protection of Personal Data», namely:

- to know about the sources of collection, the location of their personal data, the purpose of processing them, the location or place of residence (staying) of the owner or manager of personal data, or to give a corresponding order to obtain this information for authorized persons, except the cases established by law;
- to receive information on the conditions for granting access to personal data, in particular information about third parties to which his/her personal data are transferred;
- to have the access to his/her personal data;
- to receive no later than thirty calendar days from the date of the request receipt, except the cases established by law, the answer as to whether processing of his personal data, as well as the receipt of the contents of such personal data;
- to make a motivated request to the owner of personal data with a protest against the processing of his/her personal data;
- to make a motivated request for the modification or destruction of his personal data by any owner and manager of personal data if this data is processed illegally or are unreliable;
- to protect his personal data from unlawful processing and accidental loss, destruction, damage due to intentional concealment, failure to provide or untimely provision thereof, as well as protection against providing information that is unreliable or defamatory of honor, dignity and business reputation of an individual;
- to make complaints about the processing of his personal data to the Commissioner or to the court;
- to apply remedies in case of violations of the legislation on personal data protection;
- to make reservations as to the limitation of the right to process their personal data when consent is given;
- to cancel consent for the processing of personal data;
- to know the mechanism of automatic processing of personal data;
- to protect from an automated solution that has legal implications for it.

3.10. The User's personal data used in the identification, authentication, editing of the Cabinet, profile and/or User's account in the «25h8» SYSTEM is processed and stored by the Limited Liability Company "Identification", which provides the services of the SSOid.net service to the Operator.

3.11. Users agree that the personal data may be transferred by the Operator to third parties: solely to persons who are in agreement with the Operator in contractual partnerships aimed at the development of the functionality of the «25h8» SYSTEM, the organization of document circulation (exchange) between third parties and users, including in the form of electronic documents, registration of users in other information and telecommunication systems of the Operator and/or the Operator's partners (creation of personal cabinets and/or user's profiles), expanding the range of possible counterparties of the users, simplifying processes and/or enhance the protection of users and their personal data.

3.12. Users agree that their personal data may be transferred to the above-mentioned third parties and exempt the Operator from the obligation to separately notify the transfer of personal data in the case described above.

3.13. The User agrees to the Operator to receive informational messages to the email address indicated at the identification (registration) and on his/her mobile phone.

#### **4. Placing Content in the SYSTEM**

4.1. With and after the identification (registration) in the «25h8» SYSTEM and the establishment of the Cabinet in the «25h8» SYSTEM, the User is fully responsible for all actions taken with the use of his Cabinet (account) in the «25h8» SYSTEM, including the entire Content, which is placed by the User in the «25h8» SYSTEM.

4.2. The Operator is not responsible for any actions (or inactions) from users, including loss of any kind (including lost profits) caused by such actions (or inactivity).

4.3. If the User publishes his/her own Content, comments on the Content placed in the «25h8» SYSTEM by other Users or in any other way (or allows third parties to provide) access to the Content through the «25h8» SYSTEM, then such User shall be solely responsible for such actions and Content and any damage caused by them. This responsibility does not depend on the form in which the Content is presented, including, without limitation, text, photo, video, audio or software code. By giving access to the Content, the User ensures that this Content does not violate the rights and interests of other persons, the current Terms of Use.

4.4. By placing in the «25h8» SYSTEM the Content (in terms of its publicity), the User grants to the Operator a royalty-free and non-exclusive license (permission, consent) for the reproduction, adaptation and publication of such Content within the «25h8» SYSTEM solely for the purpose of displaying, disseminating and promoting such Content. Such permission grants the Operator the right to provide access to the published Content to third parties, in particular: to other Users of the «25h8» SYSTEM, as well as to other persons selected by the Operator (such as those with the Operator in contractual relations) for the purpose of analysis and distribution of such Content.

4.5. At the same time, the User grants the Operator the right to use a part of the User's Contents for other purposes limited exclusively to the function of the «25h8» SYSTEM. In particular, the User's sales card (SKU), an application for sale or purchase may be analyzed, distributed by the Operator and/or by automatic system «25h8» for the purpose of comparing with other SKUs (SKUs) of other Users, their disseminating in the search tools of the «25h8» SYSTEM, offering to other Users according to their preferences and requests.

4.6. Also, a part of the Content, in particular: public contacts, blogs, posts, public negotiations, may also be used by the Operator and/or automatically by the «25h8» SYSTEM in order to ensure the proper functioning of the capabilities of the «25h8» SYSTEM. So, this section of the Content can be a subject to rating, voting, preferences, tags, search tools and suggestions to the other Users, according to their preferences and queries.

4.7. The User also grants the Operator the right to grant the User's access, inform (notify) the User about the part of the Contents of other Users, according to his/her preferences, requests, as well as the results of using the User's functionality of the «25h8» SYSTEM (for example, search tools).

4.8. Content or part of the Content, including: contacts, user registration data, private chat or negotiation, private document circulation, that is, the content or functionality of the «25h8» SYSTEM, which gives the User the ability to identify them as «private», «non-public», «anonymous», «accessible by invitation», are not disclosed by the Operator (not accessible to other Users) and are not published in the «25h8» SYSTEM. Access to such Content is restricted for those Users who have been granted permission by the User posted the corresponding Content.

4.9. At the same time, the User understands the risk of transmitting information via the Internet and takes the risk of occurrence of all possible negative consequences of loss, unlawful seizure, technical interception of information, etc.

## **5. Restrictions on the use of the SYSTEM "25h8"**

5.1. The User is responsible for all actions using his/her account in the «25h8» SYSTEM. The User has the right to use the services of the «25h8» SYSTEM only with the help of his/her own account. In case of transfer of the data to access the account to another user (another person), such account may be blocked at the discretion of the Operator.

5.2. The User undertakes the responsibility to keep the password and / or other data necessary for access to his/her account and not disclose / transmit it to third parties.

5.3. The User is obliged to immediately change the data for entering the «25h8» SYSTEM if he/she has reasons to suspect that his/her data used for entering the «25h8» SYSTEM have been disclosed or may be used by third parties.

5.4. The User who uses the services of the «25h8» SYSTEM undertakes the responsibility to place information about them in accordance with the Terms of Use and instructions that are presented / will be presented at the «25h8» SYSTEM services and conditions on their sale. By placing information in the «25h8» SYSTEM, the User confirms that he/she has this right in accordance with the requirements of the legislation.

5.5. The User guarantees that the goods / services offered by him/her comply with the quality standards established by law and are free of claims of third parties.

5.6. The User guarantees that the proposed / advertised goods / services, if their sale / provision requires special permission, will be provided in accordance with the requirements of the legislation.

5.7. The user is prohibited from placing in the SYSTEM sales promotion information on:

- alcoholic beverages;
- cigarettes and tobacco products;
- narcotics and precursors;
- pornographic materials or items;
- pharmacological products, medicines;
- stolen goods or obtained by illegal means;
- items that pose a danger to life and health;
- non-existent goods;
- human organs and organs of animals;
- special technical means for secret access to information;
- state awards;
- personal documents and forms of these documents;
- databases;
- firearms, cold weapons, traumatic weapons, explosives and explosive devices, as well as ammunition and components therefor;
- special means of active defence used by law enforcement agencies;
- walrus' fangs, elephants' and mammoths' tusks outside the product, as well as precious metals and stones outside the product;

- rare and prohibited for sale animals, including animals listed in the international convention of CITES (on trade in rare and endangered species of flora and fauna);
- any other goods and services prohibited by applicable law.

5.8. The User undertakes the responsibility not to post information in the SYSTEM about the following goods, works and services:

- goods forbidden for sale and / or withdrawn from civilian traffic;
- items which the User is not entitled to sell / advertise. Prohibited sale / promotion of goods and services by the official request from the copyright holder of TM (trademark) or patent holder was sent to the Operator's address;
- any weapon (accessories), except antique. If a knife, bow, crossbow and other types of flint weapons are not cold weapons, the User must affix the certificate or the conclusion of the Ministry of Internal Affairs that this product is not a cold weapon. Also, indicate the GOST, TU and the purpose of the knife, bow, crossbow or other type of flint weapon in the same way as indicated on the certificate. According to the Law on Licensing of Economic Activities, all proposals for the production and repair of non-military weapons and ammunition for firearms, cold weapons, etc. should have a license in the description of the notice or to be provided as a photo;
- combat vehicles;
- special technical means for removing information from communication channels, other means of secretly receiving information (microwaves, key chains, glasses with built-in camera, watch camera and similar devices); items related to the activity of law enforcement agencies (radio electronic and special technical means);
- anti-radar, curtain frame, anti-fouling, anti-jug, preventive measures, bug detectors and similar technical devices;
- means of active and passive protection (shock-resistant devices, gas cartridges, gas pistols, weapons with rubber bullets, light effects, signalling devices, rubber batons, handcuffs), special means containing teasing and irritating preparations that are related to special active defence means, used by law enforcement agencies;
- customs seizure;
- medical supplies, medicines, veterinary drugs, some biologically active additives (TM Lida, Dali, Miasomi, Basha, Tongkat), steroids, anabolics, Viagra. If you sell supplements, be sure to include in the ad text the fact that the drug is a biologically active additive;
- human organs, donor services (donate / purchase blood / sperm, and other);
- surrogate motherhood services, breast milk;
- explosive, pyrotechnic substances and materials;
- narcotic drugs, psychotropic substances, poisons, poisonous substances and their substitutes, as well as plants and ingredients used for their preparation. Hallucinogenic plants, mushrooms and derivatives thereof;
- animals and plants included in the Red Book;
- software, app clones;
- pirate optical media with illegal copies of films, music, games;
- smuggled goods and stolen property;
- vehicles in search; without documents;
- state awards, honors about the perpetuation of the Victory in the Great Patriotic War;

- foreign currency and / or other currency values (with the exception of sales for numismatic purposes);
  - fake banknotes and counterfeit postage stamps;
  - shares and other securities owned by third parties;
  - valid (including expired) or valid state certificates and documents from any country in the world (passports, id cards, driver's license, student tickets, graduation books, diplomas, travel tickets, permits, certificates, licenses, etc.), as well as the forms of these documents;
  - manufacturing and sales of license plates (standard, nominal, elite and similar). Rolling / wrapping car mileage service, as well as devices;
  - official forms and forms of strict accountability;
  - Reading diploma, course, master's thesis, lecture notes;
  - spam binaries, goods and services that may contribute to unauthorized distribution.
- Parsing: offering services and software;
- databases containing personal data (questionnaires);
  - materials containing state, bank or commercial secrets;
  - materials that violate privacy or encroach on honor, dignity and business reputation of citizens and legal entities;
  - alcoholic beverages; tobacco; moonshine devices; products containing ethyl alcohol;
  - food with expired shelf life;
  - skin, horns, limbs and scarecrows of rare species of animals and animals at risk of extinction;
  - information on questionable financial services (for example, "Loan per hour: no collateral and guarantors", "Sale / exchange of confirmed tax credit", "Payment assistance systems", etc.);
  - fraud, extortion, request or offer of material assistance and support in any form, including the announcement of "becoming a sponsor", "seeking a sponsor", "providing financial support", "seeking financial support", "commerce", and other;
  - universal keys (for entrance doors, for various locks);
  - items depicting Nazi, communist symbols, other than antiques;
  - proposals, goods / items related to occult subjects (spells, spells, divination, Satanism, rituals, witchcraft, witches, magic, healing, psychics, etc.), as well as personal manuscripts on this subject;
  - materials that can be used as defamation for a person or a group of people. Calls for strike, protest, offers to take part in any auctions, lotteries, rallies, etc.;
  - program activators, CD keys, registration numbers, original software offerings;
  - poaching tools and equipment (electric wires, grids, traps and similar implements), as well as services for their manufacture;
  - services related to the offer of assistance in gambling-related systems;
  - sexual services, prostitution, any intimate services, massages: erotic, body, lingam. Also, any products of intimate (sexual) purpose;
  - doubtful job offers, including on the Internet, without specifying the physical address and direct contact of the employer (work for everyone, processing of e-mails at home, work without investments, passive income and the like);



- job offers in night clubs abroad; web-models; offers of services of swingers clubs; escort services; translators in marriage agencies; picking up pens at home and more;
- information with the offer of agency activities (the PrivatBank agent), a sales office or any other activity that requires the recruitment of other members, subagents, sub-distributors, offering of earnings in stock markets, the activities of the trader (Forex trading, MMCIS, etc.);
- offering employment services, according to the Law "On Employment of the Population". Only vacancies for job applicants for employment in Ukraine are allowed. All proposals from intermediaries regarding employment abroad should be licensed or ordered by the Ministry of Social Policy of Ukraine. License number or series or date and order number must be indicated;
- any ads of a light relationship, as well as the administrative panels of dating sites
- used linen (bras, panties, body, stockings, tights, corsets);
- cribs (clock-cribs, knobs, cribs, etc.);
- proposals to replenish your mobile phone number by transferring funds, calculating bonuses;
- offer manual and program placement services, posting ads on any resources, as well as vacancies for this post;
- goods / services that encroach on the territorial integrity and inviolability of Ukraine;
- sales of political parties, public organizations and funds;
- individual armored protection: body armor (various types and classes of protection), protective helmets (various types and classes of protection), bulletproof shields, rigid protective elements (armored plates), covers for body armor, etc.;
- boxes from tablets, mobile phones, laptops without the offer of sale of the device itself;
- any other goods, works and services prohibited by applicable law.

5.9. The User is obliged not to post information (messages, ads, ads, etc.) in the SYSTEM "25h8" with the following content:

- about any items and services that do not comply with the principles of law and order and morals;
- propaganda and / or calls for violence, racial hatred, wrongful acts, interethnic conflicts;
- Discrimination on national, racial, religious, sexual and other grounds.

## **6. Rights and obligations of the Operator**

6.1. The operator has the right to move, restrict access to and/or delete information that has been posted by the User for technical reasons that are under the control or out of the control of the Operator, and if such information is posted in violation of the Terms of Use or current legislation.

6.2. The operator has the right to remove notices on demand of the right holder or competent state authorities. The operator also reserves the right to delete any information that, in his opinion, does not comply with the principles of public morality. The decision on removing is final and can not be appealed.

6.3. The Operator has the right to change or delete any Content that he/she considers unacceptable, unlawful or which may cause the Operator to engage in any liability.

6.4. The operator has the unlimited right (but not the obligation) exclusively at his/her own discretion:

- 1) refuse to post (publish) any Content or part of it in the «25h8» SYSTEM, or remove any Content that the Operator reasonably considers harmful and which violates any policy or Conditions, or is unacceptable; or
- 2) terminate or deny access to the «25h8» SYSTEM and use the «25h8» SYSTEM by any User exclusively at his/her discretion.

## **7. Limitation of liability**

7.1. By using the «25h8» SYSTEM, the User confirms his consent to the fact that he/she uses the SYSTEM and its services at his/her own risk, evaluates and carries all the risks associated with using the information located in the «25h8» SYSTEM, and the Operator, including its management, employees and agents are not liable for the content of the information contained in the «25h8» SYSTEM, for any losses resulting from the use of such information.

7.2. The Operator is not an organizer/initiator/party of an agreement between Users or third parties.

7.3. The Operator does not check and can not check all Content placed in the «25h8» SYSTEM, and as a consequence, can not be responsible for such Content, use or results of the use of such Content. By operating the «25h8» SYSTEM, the Operator does not guarantee the prior or subsequent approval of the Content hosted by Users, does not guarantee that such Content is reliable, useful or safe.

7.4. The User should be careful when using the content of other Users. The Operator is not liable for any damage or losses of the User or third parties as a result of misunderstanding of these Terms, instructions on the use of the «25h8» SYSTEM regarding the order of the Content (information) placement and its interpretation.

7.5. The Operator is not responsible for any unauthorized access or use of the Operator's servers and/or any information about the users that are stored on them, as well as for any errors, viruses, "trojans", etc., which can be transferred to the «25h8» SYSTEM or through the «25h8» SYSTEM by third parties.

7.6. The quality, safety, legality and conformity of the goods or services, their description, as well as the ability of the User to sell or purchase the goods/services are out of control of the Operator.

7.7. The User can not conclude that the offer, sale and purchase of any product or service are valid and legal, based on the fact of the placement, sale and purchase of the goods or services in the «25h8» SYSTEM. The operator is not responsible for executing User's transactions concluded in the «25h8» SYSTEM. The user accepts full responsibility for their actions.

7.8. If the User has claims to another User as a result of the use of the last services of the «25h8» SYSTEM, the User agrees to bring these claims independently and without the involvement of the Operator, and also dismisses the Operator (along with its subsidiaries, affiliated persons, employees, authorized directors and employees) of all claims, obligations, damages, expenses, including lawyers' fees, known and unknown, arising as a result, or due to such requirements.

7.9. The absence of immediate Operator's actions in case of violation by the User or other users of the Terms of Use does not deprive the Operator's right to take an appropriate action to protect his interests later, nor does it mean the Operator's refusal of his rights, in case of such violations in the future.

7.10. The User has the right to inform the Operator about the fact of violation of his rights by another User by using the link \_\_\_\_\_. In case of justified complaints of the User, the Operator, at its own discretion, either restricts access of the other Users to this information or removes information that violates the rights of the User.

7.11. The Operator is not responsible for the non-fulfillment or obstruction of the obligations on granting access to the «25h8» SYSTEM due to circumstances consequences of which can not be avoided or overcome (such as a government decision, labor disputes, accidents, gaps in the general system of communications, etc.).

7.12. The Operator is not responsible for any problems in the «25h8» SYSTEM caused by technical interruptions in the server hardware and software.

7.13. Under no circumstances, the Operator, his management, employees or agents are not responsible for direct, indirect damages and paid penalties of any kind (even if the Operator was warned about the possibility of such damages) as a result of the use of the «25h8» SYSTEM and its services, including cases in which the loss/damage resulted from the use or incorrect use of the «25h8» SYSTEM and its services without limitation.

7.14. If you really read this text, then you have earned our deep respect.

7.15. Nothing in the Terms of Use may be understood as the establishment of the agency relations, the relations of a simple partnership, relationships in joint activities, labor relations or some other relationship between the User and the Operator, not provided by these Terms of Use.

## **8. Cookies and mobile identifiers**

8.1. When operating at the «25h8» SYSTEM, the operator can collect certain information using such technologies as cookies, pixels and local storage (in the browser).

8.2. Using cookies, the web server can store, for example, preferences and settings on the user's computer, on its mobile phone or other device (s), which is then automatically restored at the next visit. In other words, cookies are designed to make the use of the «25h8» SYSTEM more convenient, for example, so that the user does not repeat the login process during the next visit. The Operator uses both permanent and session cookies. Permanent cookies remain on the user's computer for a long period of time, and session cookies will automatically be removed when the browser window closes.

8.3. An operator may allow third parties, such as providers of advertising and / or analytical services, to collect information using these types of technologies directly in the «25h8» SYSTEM. The data that they collect is subject to protection in accordance with the current privacy policy of these third parties.

8.4. Most of the main desktop and mobile web browsers (such as Safari, Firefox, Internet Explorer, Chrome, Opera) provide controls that allow the User to restrict or block the installation of cookies on your systems. Please note that disabling cookies with respect to domains of the first category (visited sites) and other domains (sites related to the visiting ones) may in some cases lead to limited functionality of these websites.