

## User Agreement

Moscow

12.04.2017

### 1. Terms and Definitions

- 1.1. Website Visitor — a person who has entered the Website without intending to complete an Order.
- 1.2. User — an individual Website user who accepts the terms and conditions of this Agreement and wants to place Orders on the website.
- 1.3. Buyer — A User who has placed an Order on the website histlit.com.
- 1.4. Seller — "Historical Literature" Publishing House Limited Liability Company (Registered address: 26-1, Volgogradsky prospect, Moscow, 109316; Primary State Registration Number (OGRN): 1147746772304; Taxpayer Identification Number (INN): 7719883319; tel.8-495-118-25-14; e-mail: info@histlit.com).
- 1.5. Online Store — the Seller's Website at the Internet address histlit.com where the Seller offers Goods offered for purchase and the terms and conditions for payment and delivery of the Goods to Buyers are shown.
- 1.6. Website — histlit.com.
- 1.7. Goods — books and other book products offered for sale on the Seller's Website.
- 1.8. Order — the Buyer's duly completed request for purchase and delivery of Goods selected on the Website to the address specified by the Buyer.
- 1.9. Return Rules — Rules for returning goods in the Online Store published in the "Return" section.

### 2. General Provisions

- 2.1. The Seller shall sell Goods through the Online Store at histlit.com.
- 2.2. By ordering Goods through the Online Store, the User accepts this User Agreement and the Return Rules. A User who disagrees with this User Agreement (hereinafter — the Agreement) shall immediately stop using the service and leave the website histlit.com.
- 2.3. This Agreement and information on the Goods offered on the Website are a public offer in accordance with Article 435 and Clause 2, Article 437 of the Civil Code of the Russian Federation.
- 2.4. The Seller may unilaterally amend the Agreement without notifying the User/Buyer. The new version of the Agreement comes into effect at the end of ten (10) calendar days after its publication on the Website, unless otherwise provided by the terms and conditions of this Agreement.
- 2.5. The Agreement comes into effect at the time the Buyer sends a duly completed Order to the Seller on the Online Store Website.
- 2.6. By giving the Seller his e-mail address and telephone number, the User/Buyer consents to the use of these communication facilities by the Seller and by third parties engaged by it in order to fulfill obligations to Users/Buyers, in order to send out advertising and informational mail containing information on discounts being offered, current promotions and the Seller's other events, on transfer of an order for delivery, and other information directly related to fulfillment of obligations by the Buyer under this Public Offer.

### 3. Registration on the Website

- 3.1. Registration on the Website is at histlit.com.

- 3.2. Registration on the Website is not mandatory for completing an Order.
- 3.3. Both registered and non-registered Buyers may complete an Order in the Online Store. When a non-registered Buyer completes an Order in the Online Store, the system automatically registers the new Buyer and sends the information to the email address specified during registration.
- 3.4. The Seller shall not be responsible for the accuracy and correctness of the information provided by the Buyer during registration.
- 3.5. A Buyer who has registered in the Online Store receives personal identification by providing a username and a password. The Buyer's personal identification prevents unauthorized actions of third parties in the Buyer's name. The Buyer is prohibited from sending his username and password to third parties.
- 3.6. The Buyer shall be solely liable for all possible adverse effects of sending his username and password to third parties.
- 3.7. The User shall not share the username and password specified by the User during registration with third parties. If the User has any reason to suspect the security of his username and password or the possibility of their unauthorized use by third parties, the User shall immediately notify the Seller of this by sending the appropriate e-mail to: info@histlit.com.

#### **4. Subject of the Agreement and the Price of the Goods**

- 4.1. The Seller shall deliver, and the Buyer shall accept and pay for the Goods on the terms and conditions of this Agreement.
- 4.2. Ownership of ordered Goods shall pass to the Buyer at the time the Goods are actually delivered to the Buyer and the Buyer has paid the full cost of the Goods. The risk of accidental loss or damage to the Goods shall pass to the Buyer at the time the Goods are actually transferred to the Buyer.
- 4.3. Prices for the Goods shall be unilaterally and incontestably determined by the Seller and shown on the pages of the Online Store.

#### **5. Time of Concluding the Agreement**

- 5.1. The text of this Agreement is a public offer (in accordance with Article 435 and Part 2, Article 437 of the Civil Code of the Russian Federation).
- 5.2. Completion of an order by the Buyer for Goods under the terms and conditions of this offer is acceptance of this offer (Agreement).
- 5.3. The Buyer shall complete an order for Goods by performing the actions specified in the "Store" section.
- 5.4. An Agreement concluded on the basis of the Buyer's acceptance of this offer is a contract of accession to which the Buyer accedes without any exceptions and/or reservations.
- 5.5. The Buyer's completion of an Order is unconditional evidence of the Buyer's acceptance of the terms and conditions of this Agreement. A Buyer who has purchased goods in the Online Store (by completing an Order for Goods) shall be considered as a person associated with the Seller under the terms and conditions of this Agreement.

#### **6. Rights and Obligations of the Parties**

- 6.1. The Seller shall:

- 6.1.1. Secure all obligations to the Buyer in full at the time this Agreement is concluded under the terms and conditions of this Agreement and current laws. The Seller reserves the right to default from obligations under the Agreement on the occurrence of the force majeure circumstances specified in Clause 12 of this Agreement.
- 6.1.2. Process and protect the confidentiality of the Buyer's personal data in the manner prescribed by current laws.
- 6.2. The Seller shall have the right to:
  - 6.2.1. Unilaterally amend this Agreement and alter the Prices for the Goods and methods and deadlines for payment and delivery of the Goods by posting them on the pages of the Online Store at the following Internet address: histlit.com. All amendments and alterations come into effect immediately after publication and are deemed to have been reported to the Buyer at the time of publication.
  - 6.2.2. Record telephone conversations with the Buyer. In accordance with Clause 4, Article 16 of the Federal Law "On Information, Information Technologies and Information Protection", the Seller shall: prevent hacking of information and/or transfer of this information to persons who are not directly involved in filling Orders; promptly detect and stop these actions.
  - 6.2.3. Assign its rights and responsibilities to perform this Agreement to third parties without the Buyer's consent.
  - 6.2.4. The Buyer may require a 100% prepayment from the Buyer for goods ordered by the Buyer before delivery of these goods. The Buyer may refuse to deliver the goods to the Buyer without this prepayment.
  - 6.2.5. The Seller may choose not to deliver the Goods to the Buyer by courier to the address specified when the Buyer completed the order and send the Goods to the company's self-pickup point agreed with the Buyer.
  - 6.2.6. Use cookies. Cookies shall not contain confidential information and shall not be transferred to third parties.
  - 6.2.7. Obtain information on a Website visitor's IP address. This information is not used to identify a visitor and is not subject to transfer to third parties.
  - 6.2.8. The Seller may send the Buyer promotional messages by e-mail and SMS with information on discounts, promotions, new arrivals, etc. The Seller shall determine the frequency of these mailings unilaterally.
- 6.3. The Buyer shall:
  - 6.3.1. Review the content and terms and conditions of the Agreement and prices for the Goods offered by the Seller in the Online Store before conclusion of the Agreement.
  - 6.3.2. In pursuance of the Seller's obligations to the Buyer, the latter shall send all data necessary to clearly identify him as the Buyer and sufficient to deliver to the Buyer the Goods he has paid for.
  - 6.3.3. Pay for the ordered Goods and delivery thereof under the terms and conditions of this Agreement.
  - 6.3.4. Comply with the Return Rules
- 6.4. The Buyer shall have the right to:

- 6.4.1. The Buyer may decline to receive e-mail and SMS messages by clicking on the link "You can unsubscribe to messages from your User Account" in the mail or go to the "My Mail" page in your User Account.

## 7. **Delivery of the Order**

- 7.1. After completing an Order on the Website, the Buyer has the option of choosing the delivery method. Delivery times depend on the Buyer's chosen method.
- 7.2. The delivery cost for each Order is calculated separately based on the weight of the Goods, the delivery region and method, and (if necessary) the form of payment, and is indicated on the Website.
- 7.3. The delivery area of the Goods offered on the Website is limited to the Russian Federation.
- 7.4. Delays in delivery are possible due to unforeseen circumstances that occurred through no fault of the Seller.
- 7.5. On delivery, the Order shall be handed over to the Buyer or the third party designated as the recipient in the Order (the Buyer and the third party are hereinafter referred to as the "Recipient"). If an Order paid for by a non-cash transaction cannot be received by the persons specified above, the Order may be handed over to a person who can provide information on the Order (delivery number and/or the Recipient's full name).
- 7.6. To prevent fraud, and to fulfill the assumed obligations, as specified in Clause 7.5 hereof, when a prepaid Order is handed over, the person delivering the Order shall have the right to require a document confirming the Recipient's identity and to indicate the type and number of the document provided by the Recipient on the receipt for the Order. The Seller shall guarantee confidentiality and protection of the Recipient's personal data.
- 7.7. The risk of accidental loss or damage to the Goods shall pass to the Buyer at the time the Goods are actually transferred to him, and the Recipient of the Order has signed the documents confirming delivery of the Order. If the Order is not delivered, the Seller shall refund the full cost of the Buyer's prepaid Order and delivery to the Buyer after receiving confirmation of loss of the Order from the Courier Service.
- 7.8. The Seller shall be deemed to have discharged its obligation to transfer the Goods to the Buyer when the courier hands over the Goods to the Recipient or when the Recipient picks up the Goods at the post office.
- 7.9. On accepting the Order from the courier, the Recipient shall inspect the delivered Goods, verify that they match the ordered quantity, product range and completeness of the Goods, and check the integrity of the packaging. If there are no complaints about the delivered Goods, the Recipient shall sign the "Order Delivery Form". A signature in the delivery documents shows that the Recipient has no complaints about the Goods, and the Seller has fully and properly discharged its obligation to transfer the Goods.
- 7.10. The User understands and agrees that:
- Delivery is a separate service that is not an integral part of the Goods the Buyer has purchased and that ends when the Recipient receives and pays for the Goods. Complaints about the quality of the purchased Goods arising after the Goods have been received and paid for shall be considered in accordance with the Law of the RF "On Consumer Rights Protection" and the Seller's warranty obligations. As a result, purchasing Goods with delivery does not entitle the Buyer to request delivery of purchased Goods for warranty maintenance or replacement, does not allow for warranty maintenance or replacement of the Goods on a call-out basis, and does not imply the possibility of a refund of the delivery cost of the Goods when the Buyer is entitled to a refund of the money for the Goods alone in accordance with the Law of the RF "On Consumer Rights Protection".

- 7.11. Goods shall be delivered to the Buyer in the times agreed by the Parties when the Order is confirmed by an employee of the Seller and on the terms and conditions of the Seller's delivery partner.
- 7.12. When Goods are delivered by courier, the Buyer shall sign the Delivery Register next to the item numbers of the Goods the Buyer purchased. This signature is confirmation that the Buyer has no complaints about the completeness of the order or the quantity and appearance of the Goods.
- 7.13. Complaints about the quantity, completeness and appearance of the Goods will not be accepted after the Order is received.

## **8. Payment for the Goods**

- 8.1. The price of the Goods is shown on the Website in Russian rubles. The Seller shall inform the Buyer if the price of the Goods purchased by the Buyer is shown incorrectly in order to confirm the Order at the corrected price or cancel the Order. This Order shall be deemed to be canceled if the Buyer cannot be contacted. If the Order has been paid for, the Seller shall refund the amount paid for the Order to the Seller by same method used to pay for it.
- 8.2. The Seller may unilaterally alter the price of the Goods on the Website. The price for Goods already ordered by the Buyer is not subject to alteration.
- 8.3. Goods shall be prepaid by the methods specified in the "Payment Methods" section on the Website.
- 8.4. Using bank cards to pay for Goods:
  - 8.4.1. In accordance with the regulation of the Central Bank of the Russian Federation (CB RF) No. 266-P of December 24, 2004 "On the Issue of Bank Cards and Transactions Made with Payment Cards", transactions with bank cards shall be made by the card holder or a person authorized by him.
  - 8.4.2. The bank shall give authorization for bank card transactions. If the bank has reason to believe that a transaction is fraudulent, the bank shall have the right to deny the transaction. Fraudulent transactions with bank cards are within the scope of Article 159 of the Criminal Code of the Russian Federation.
  - 8.4.3. To prevent various kinds of unlawful use of bank cards, the Seller shall verify all Orders completed on the Website and prepaid with a bank card. According to the Regulations of international payment systems, in order to verify the card holder's identity and authority to use the card, at the Seller's request, a Buyer who has completed such an order shall provide a copy of two pages of the bank card holder's passport — the facing page with photograph — and a copy of both sides of the bank card (all but the last four digits of the card number must be hidden). The Seller reserves the right to cancel an Order without explanation, which includes the Buyer's failure to provide the specified documents (scanned copies sent by e-mail) within fourteen (14) calendar days of completing the Order, or if there are any doubts about their authenticity. The Cost of the Order shall be refunded to the holder's card.
- 8.5. The Seller may provide discounts on Goods and set up a bonus program. The types of discounts and bonuses and the method and conditions for calculating them are shown on the Website and may be unilaterally altered by the Seller.

## **9. Return of Goods and Refunds**

- 9.1. Goods shall be returned in accordance with the Return Rules posted on the Website at [histlit.com](http://histlit.com).

- 9.2. Goods of proper quality are not returned according to the List of non-food goods of proper quality that may not be returned or exchanged for similar goods of other sizes, shapes, dimensions, styles, colors or configurations approved by Order No. 55 of the Government of the Russian Federation of January 19, 1998.
- 9.3. Return of substandard Goods:
- 9.3.1. Substandard goods shall be understood to mean goods that are defective and cannot guarantee their functional qualities. Goods received shall match the description on the Website. A difference in design details or style from the description given on the Website is not a sign of substandard quality.
- 9.3.2. The Recipient shall inspect the appearance (cover, missing pages and mirror pages, unreadable pages) and the completeness of the Goods, as well as completeness of the entire Order, when the Goods are delivered.
- 9.3.3. When the Goods are delivered, the Buyer shall sign the delivery receipt in the column: "I have accepted the order, complete set, I have no complaints about the quantity and appearance of the goods." Complaints about visible defects in the Goods and the quantity, completeness and market condition of the Goods will not be accepted after the Order is received.
- 9.3.4. If substandard Goods have been sent to the Buyer, and unless otherwise previously agreed with the Seller, the Buyer shall have the right to make use of the provisions of Art. 18 "Rights of the Consumer on Discovering Defective Goods" of the Law "On Consumer Rights Protection".
- 9.3.5. Demands for a refund of the money paid for the Goods shall be met within 10 days of submitting the respective demand (Art. 22 of the Law of the RF "On Consumer Rights Protection").
- 9.3.6. The money shall be refunded by crediting the costs of the paid Goods to a bank card or by money order. The method shall be specified in the appropriate field of the claim for a return of the Goods.

## **10. Liability**

- 10.1. The Parties shall be liable for failure to fulfill or improper fulfillment of the terms and conditions of this Agreement in accordance with laws of the Russian Federation.
- 10.2. All text-based information and graphics posted in the Online Store belong to the Seller; unauthorized use of said information and graphics shall be prosecuted in accordance with current laws of the Russian Federation.
- 10.3. The Seller shall not be liable for damage caused to the Buyer due to improper use of Goods purchased in the Online Store.
- 10.4. The Seller shall not be responsible for the content and performance of public websites.

## **11. Confidentiality and Protection of Information**

- 11.1. The personal data of a User/Buyer shall be processed in accordance with Federal Law No. 152-FZ "On Personal Data" and the Seller's Privacy Policy
- 11.2. By accepting this offer the Buyer consents and permits ""Historical Literature" Publishing House" Limited Liability Company (Registered address: 26-1, Volgogradskiy pr., Moscow, 109316; Primary State Registration Number (OGRN): 1147746772304; Taxpayer Identification Number (INN): 7719883319) (hereinafter – the Operator) to process his personal data, including first, last and middle names, date of birth, gender, name of employer and position, mailing address, home, work and cell telephone numbers, e-mail address,

which includes gathering, classifying, accumulating, storing, revising (updating, changing), using, distributing (including transfer in the Russian Federation), anonymizing, blocking and deleting personal data; transferring it to the Operator's contractors for further processing (which includes gathering, classifying, accumulating, storing, revising (updating, changing), using, distributing (including transfer in the Russian Federation), anonymizing, blocking and deleting personal data) for carrying out research aimed at improving the quality of services, carrying out marketing programs and statistical studies, and to promote services on the market by contacting the Buyer directly using various communication facilities, including, but not limited to: postal mailing e-mail, telephone, fax and Internet. The Buyer consents and permits the Operator and the Operator's contractors to process the Buyer's personal data using automated database management systems and other software customized on the Operator's instructions. Operations with these systems shall be performed according to the algorithm prescribed by the operator (collecting, classifying, accumulating, storing, revising, using, blocking and deleting). The methods using for processing include, but are not limited to: automatic comparison of postal codes with the code base, automatic check of the spelling of street/community names, automatic verification of the validity of VIN and license plates, revising data by contacting the Buyer by telephone, mail or through the Internet, and segmenting the base according to the given criteria. The Buyer agrees that if required to achieve the goals set out in this offer, his personal data obtained by the Operator may be transferred to third parties whom the Operator has instructed to process the Buyer's personal data under an Agreement concluded with these parties, subject to compliance with the requirements of laws of the Russian Federation for such third parties to maintain confidentiality and security of personal data when processing it. On transferring a Buyer's personal data, the Operator shall warn the parties receiving the Buyer's personal data that this data is confidential and may be used only for the purposes for which it was communicated, and shall require these parties to comply with these rules. The Buyer shall have the right to ask the Operator for full information about his personal data, and processing and use thereof, and to request deletion or correction/updating of incorrect or incomplete personal data by sending the appropriate written request to the Operator's mailing address. This consent by the Buyer to processing his personal data is for an indefinite period and the Buyer may withdraw it by sending a written application to the Operator's mailing address.

- 11.3. By completing an Order, the Buyer also agrees that registration on the Website and/or completion of an Order in the Online Store, subject to a preliminary review of the text of the offer, is sufficient consent to processing of the Buyer's personal data, in accordance with Clause 1, Article 9 of the Law "On Personal Data". This consent makes it possible to confirm receipt of the Buyer's consent, and written form or other proof for additional confirmation of the Buyer's free act and deed to the Seller is not required. By completing an Order, the buyer confirms his consent is specific, informed and responsible.
- 11.4. By completing an Order, the buyer also consents to receive advertising and information from "Historical Literature" Publishing House Limited Liability Company through telecommunication networks, including the Internet, in accordance with Article 18 of the Federal Law "On Advertising" of March 13, 2006. A User/Buyer may refuse the delivery of advertising and other information without explanation. Service messages informing the User/Buyer about an order and stages of processing it are sent automatically and may not be rejected by the User/Buyer.
- 11.5. The Seller shall have the right to use cookies. Cookies shall not contain confidential information and shall not be transferred to third parties.
- 11.6. The Seller obtains information on a Website visitor's IP address. This information shall not be used to identify the visitor.

- 11.7. The Seller shall not be responsible for shared information the User/Buyer provides on the Website.
- 11.8. The Seller shall have the right to record telephone conversations with the User/Buyer. However, the Seller shall: prevent hacking of information obtained during telephone conversation and/or transfer of this information to third parties who are not directly involved in filling Orders in accordance with Clause 4, Article 16 of the Federal Law "On Information, Information Technologies and Information Protection".

## **12. Force Majeure**

- 12.1. Any of the Parties shall be released from liability for full or partial failure to fulfill its obligations under this Agreement if this failure was caused by force majeure circumstances occurring after acceptance of this Agreement. "Force Majeure Circumstances" mean extreme events or circumstances that this Party could not have foreseen or prevented with the means available to it. These extreme events or circumstances include, in particular: Strikes, floods, fires, earthquakes and other natural disasters; wars, military operations, and the actions of Russian or foreign government agencies; and any other circumstances beyond the reasonable control of any of the Parties.
- 12.2. Amendments to current laws or regulations that directly or indirectly affect any of the Parties are not considered to be Force Majeure Circumstances; however, if amendments are made that prevent any of the Parties from fulfilling their obligations hereunder, the Parties shall immediately decide on a procedure for solving this problem to enable the Parties to continue performing this Agreement.

## **13. Term of the Agreement, Procedure for its Amending and Canceling**

- 13.1. The Agreement shall be deemed to have been concluded from the time an order is completed and is valid until the Parties have fulfilled all of their obligations hereunder.
- 13.2. The Seller may unilaterally amend the Agreement, the Return Rules and other regulations describing the terms and conditions for purchasing goods by publishing the amendments on the web server of the Online Store at histlit.com.
- 13.3. The Seller may withdraw the offer (Agreement) at any time, but this shall not be grounds for the Seller to refuse to fulfill obligations for Goods already ordered. The Seller shall post a notice of withdrawal of the offer in its Online Store, giving the exact time (4th time zone (Moscow)) at least 12 hours before withdrawal (suspension) of the Offer occurs.
- 13.4. The amendments specified in Clause 13.3 come into effect no earlier than ten (10) calendar days from the publication date.

## **14. Dispute Settlement**

- 14.1. Any disputes and disagreements arising between the Parties will be settled by negotiations.
- 14.2. If the Buyer has any complaints about the Seller, the Buyer shall send the Seller a written complaint.
- 14.3. If matters of dispute cannot be settled by negotiations, all disputes arising from the Agreement, including conclusion, amendment, cancellation, performance, breach, repudiation or invalidity thereof, shall be subject to settlement in a court of general jurisdiction at the Seller's location.

## **15. Additional Conditions**

- 15.1. The Seller shall have the right to assign or otherwise transfer its rights and responsibilities resulting from its relations with the Buyer to third parties.

- 15.2. The Online Store and the services it provides may be temporarily partially or completely unavailable due to preventive maintenance or other work, or for any other technical reasons. The Seller's technical service may periodically perform the necessary preventive maintenance or other work with or without prior notification of Buyers.
- 15.3. The provisions of Russian laws shall apply to relations between the User/Buyer and the Seller.
- 15.4. Any provision of this Agreement found invalid by a court shall not render the remaining provisions invalid.