

Rules of Using the NOVA Service

Preamble

Please read these Rules, since use of the Service means unconditional acceptance of them and entails legal consequences.

These Rules are a public offer to any persons (including natural persons and legal entities, as well as organizations acting out of jurisdiction of the Russian Federation) intending to use the Service (hereinafter "the Users") and they are mandatory for all participants of the Service.

Definitions

The Service is an information system including Content and different goods and services. The Service is available to the Users on the Internet at info@m1-nova.net. On the one hand, the Service allows rightsholders to receive remuneration for sale of their musical works and, on the other hand, it allows licensees to use musical works legally in their commercial and sociocultural activity.

NOVA is a group of companies, each of which is responsible for a certain aspect of operation of the Service presented by the offerer as the owner, administrator and operator of the Service.

Content means any information, files, photographs, graphic images, musical, visual and audiovisual works or elements thereof, documents, texts of informational and creative nature, as well as any designations used as means of individualization of legal entities, goods, works and services.

General provisions

1. The Service as a whole and its separate elements, including all Content, are provided on an "as is" basis. NOVA does not provide any warranties with respect to using the Service, its safety and interaction of the Service with other software, nor does it guarantee that the Service is suitable for certain purposes of use, including commercial or personal ones. The User acknowledges and accepts that the result of using the Service may not meet the User's expectations. The User uses the Service willfully, at its own risk and on its own responsibility, including pecuniary one.
2. NOVA does not guarantee correct, partial or full operation of the Service in the territory of the whole world. Nor does NOVA guarantee access to the Service from any territory.
3. NOVA does not guarantee that Content is suitable and permissible for use by minors.
4. The Service may contain information on products, services and Content which, at the time of familiarization with such information, may not be provided as such, may not be available or may have restrictions as to the territory of provision thereof or any other restrictions. NOVA does not guarantee that the User will be able to receive any product, service or Content in accordance with information provided on them.
5. The Service may contain references to Internet resources belonging to third parties. NOVA does not guarantee safety of such Internet resources and shall not be liable for their content.
6. In no circumstances shall NOVA be liable for any kind of damages or losses incurred by the User as a result of using the Service, operation or non-operation of the Service, impossibility to use the Service, damage, loss, destruction or change of information and Content, including such provided by the User, or unauthorized access to the profile (personal account) of the User.
7. The User shall have the right to listen to publicly available musical works provided via the Service. This right shall be granted only for informative and personal non-commercial purposes of the User. Any other use of musical works and other Content without a corresponding agreement with NOVA shall be prohibited. In particular, any recording, copying or public performance of musical works, i.e. their playback in places open to the public or in a place where a considerable number of persons not belonging to a common family circle are present (restaurants, shops, stores, etc.), shall not be allowed.

8. The User shall understand and bear the risk that any information transferred by it when using the Service may be obtained, copied, intercepted or otherwise used by third parties regardless of the will of the User and NOVA and regardless of use of security hardware and software or other security means by the User, NOVA or a provider.

9. The User agrees to receive any kind of advertising materials both when using the Service and when they are sent to the contacts indicated by the User.

10. The User is obliged to keep confidentiality of information on the login and password to its personal account on the Service, the electronic signature key, other passwords and similar information used both on the Service and resources related to it. The User is obliged to take all necessary, reasonable and sufficient measures to protect the said information, due to which it shall bear all risks connected with negligent and careless treatment of such information or voluntary provision thereof to third parties contrary to these Rules.

11. Any actions performed from the personal account of the User shall be considered as performed directly by the User itself and according to its will, unless the contrary is proved by the User.

12. The User undertakes not to perform actions able to directly or indirectly damage NOVA or other participants of the Service and not to use malicious and/or unauthorized software or hardware gathering information from the Service or intercepting information coming to or from the Service, in particular not to use sniffers, keyloggers and the like. Any actions aimed to cause damage to participants and owners of the Service, attempts to perform such actions and participation in performance thereof shall be a violation of law and shall entail bringing to civil, administrative or criminal responsibility.

13. NOVA reserves a right to limit in any manner or totally deny the User's access to the Service at any time without giving reasons.

14. NOVA shall not be responsible for actions/omissions of any third parties, as a result of which the rights and lawful interests of the User have been, could or may be violated, regardless of whether such third parties are bound by any contracts/agreements with NOVA or not, whether they had an access to the Service or not, etc.

15. The Service as a whole and its separate elements (in particular all Content), including but not limited to computer programs, including a source code and an object code, graphic and design works, musical works, performances and recordings, audiovisual works, other works of literature and art, as well as designations used as means of individualization of legal entities, goods, works and services shall be protected intellectual property objects of NOVA, licensors and other third parties, regardless of rights protection signs or other means of warning about the existence of exclusive rights to such objects. Any use of such objects not within the scope and not in the manner and form directly stipulated by these Rules and subsequent agreements of the User with NOVA shall be prohibited. Any use of intellectual property objects provided by the Service without a corresponding authorization shall entail bringing to responsibility in accordance with existing legislation of the Russian Federation.

16. The User shall guarantee that it is entitled to reproduce (copy, upload) and bring to public knowledge (make available to all) all Content provided by it, including photographs, graphic and design works, other works and means of individualization of legal entities, goods, works and services which are used by the User for presentation of its own releases, as well as other Content of the User. The User shall also guarantee that it has all relevant rights in cases where it uses its Content in any other manner by means of the Service.

17. The User shall understand that it uses its Content in the territory of the whole world during the whole period of presenting such Content via the Service.

18. NOVA shall provide only a technical capability of using Content by the User, unless otherwise expressly provided by a subsequent agreement between the User and NOVA.

19. The User shall guarantee that its Content and use of such Content does not infringe rights and lawful interests of third parties.

20. In no circumstances shall NOVA be liable for the User's Content.

21. NOVA shall be entitled to remove any Content of the User if it believes that such Content does not meet the requirements of existing legislation, infringes or may entail infringement of rights and lawful interests of third parties.

22. In case of sending to NOVA of any claims, demands or suits by third parties with respect to Content of the User, the latter undertakes to consider such claims, demands or suits and satisfy them in case of their reasonableness at its own expense.

The User undertakes to fully compensate NOVA for any damages incurred

- in connection with satisfaction of claims or suits lodged by third parties with respect to Content of the User;

- in connection with imposition of public sanctions, execution of acts and demands of state authorities and their officials, if such sanctions, acts and demands resulted from, or are directly or indirectly connected with, violation by the User of its warranties;

- in connection with violation by the User of its warranties.

23. In case any provisions of these Rules differ from the provisions of an agreement concluded subsequently between NOVA and the User, the provisions of the said subsequent agreement shall be applicable.

24. Disputes connected directly or indirectly with using the Service shall be settled under a corresponding jurisdiction at the location of NOVA in accordance with rules of substantive and procedural law of the Russian Federation, except connecting factors with renvoi to the User's law.

25. The offerer shall be entitled to amend these Rules unilaterally. Amendments shall come into force upon their publication on the website info@m1-nova.net. The User undertakes to monitor amendments to these Rules at its own discretion.

Personal data

26. The User shall consent to processing of all (any) personal data provided by it. The offerer shall be entitled to perform any actions with respect to the User's personal data stipulated by the Federal Law on Personal Data for the purposes of providing the User with an opportunity to fully use the functionality of the Service, proper rendering of services provided using the Service, fulfillment of agreements of the offerer with third parties, as well as execution of obligations stipulated by existing legislation.

27. The consent to processing of personal data (hereinafter "the Consent") shall be valid for an indefinite period from the time of providing of such personal data by the User.

28. The Consent may be revoked by the User in writing. In that case the Consent shall be revoked upon expiry of 90 calendar days from the date of receipt of a corresponding notification by the offerer.

29. Upon revocation of the Consent the processing of the User's personal data shall be terminated, except those personal data that are attached and inseparably connected with documents (including those in electronic form) which are stored by NOVA for the purpose of execution of existing legislation and local regulatory acts.

30. In cases where an agreement is concluded between NOVA and the User, proper performance of which is impossible without using the Service, the Consent may be revoked only after termination of such an agreement.

Rules of Simple Electronic Signature

31. These Rules are regulations for using the Service as an information system, which respect to which the offerer is an operator. These Rules regulate the procedure of using simple electronic signature by all participants of the information system (the Service).

32. Simple electronic signature shall be applied to all electronic documents created and/or sent using the Service.

33. Simple electronic signature shall be an analogue of true signature of participants of electronic document flow (hereinafter "the Parties"). Documents signed by simple electronic signature shall be equivalent to documents in hard copy (they shall be acknowledged by the Parties as analogues of such hard copies).

34. An action of the Party related to entering a key of electronic signature in the corresponding field of an electronic document using the interface of the Service and clicking the button "Accept" shall be simple electronic signature.

35. Placing of documents in electronic form on the personal account of the User or otherwise on the website info@m1-nova.net shall also be simple electronic signature on the part of NOVA.

36. Comparison of electronic signature with the Party of document flow (authentication) shall be ensured by assigning a unique key of electronic signature to each Party. Authentication of NOVA shall also be ensured by NOVA's ownership of the Service, since administration of the Service is effected using codes and passwords and is available only to authorized officials of NOVA. Besides, authentication of the Parties shall be ensured by different technical means used in the operation of the Service, in particular by keeping an electronic event log (log file).

37. Unique keys of electronic signature shall be generated by the Service during registration of the User in the Service and shall be reserved for each of the Parties. Each Party shall be provided with one unique key of electronic signature.

38. The Parties are obliged to keep confidentiality of the electronic signature keys.

39. The unique key of the User's electronic signature shall be provided to the User after its registration in the Service by forwarding the electronic signature key to the User's personal account or to the electronic mail address indicated by the User during the registration or in a different manner making it possible to ensure authentication of the User and keep confidentiality of the electronic signature key.

40. Use of simple electronic signature shall result in creation of a document, which is an automatic action of the Service creating, at the time of use of simple electronic signature, a copy of the signed document with attached simple electronic signature of the User containing information on the User. Such a document shall be created automatically in electronic form.

41. Delivery of a copy of the document signed by simple electronic signature to the User may be effected at the discretion of NOVA depending on technical capabilities in the following manner:

- by sending the document containing the User's simple electronic signature in electronic form to the electronic mail address indicated by the User on the personal account;
- by placing a copy of the document containing the User's simple electronic signature on the User's personal account.

42. Each of the Parties shall be entitled to demand from the other Party to provide a duplicate of the document signed by true signature on hard copy.

Acceptance of the Offer

43. The entity sending this offer (the offerer) is NOVA ENTERPRISE Limited Liability Company registered under Primary State Registration Number 1027700067328. Address for correspondence: NEVSKY Prospect, 51 office 32, Saint Petersburg, 191025, Russian Federation. E-mail: info@m1-nova.net.

44. The User and NOVA consider these Rules as a contract of adhesion pursuant to Article 428 of the Civil Code of the Russian Federation.

45. Due to the above said and accepting the provisions set forth in these Rules, the User accepts the public offer pursuant to Article 438 of the Civil Code of the Russian Federation and confirms that these Rules do not contain any provisions which deprive the User of rights generally granted under contracts of such kind, exclude or limit liability of the other party for breach of obligations or contain other conditions which are explicitly burdensome for the adhering User and which it would not accept on the basis of its reasonably understood interests if it had an opportunity to participate in defining the provisions of the contract. In case the User is a natural person, he/she also confirms that the use of the Service and, accordingly, the acceptance of these Rules is not a vital necessity for him/her, is not due to combination of adverse circumstances and cannot otherwise negatively affect his/her life, health and wellbeing.

46. The beginning of use of the Service (in any manner, including by means of registration, use of interfaces and functionality of the Service, etc.) shall mean acceptance of these Rules by performing implicative actions, whereby these Rules shall be deemed accepted in their entirety and a corresponding agreement shall be deemed concluded.