SBER TECH

**User Agreement for the Use of the
GitVerse Service**

Version 4.01.

This agreement governs the terms of use of the GitVerse Service and establishes the civil rights and obligations between the owner of the Service - the Joint Stock Company.
"Sberbank – Technologies" (JSC "SberTech"), TIN 7736632467, OGRN 1117746533926, address: 117105, Moscow, Novodanilovskaya Naberezhnaya, 10 (hereinafter referred to as "**SberTech"**) and the User (hereinafter referred to as the "Agreement"). By using the Service, the User thereby accepts and agrees to comply with all the terms of this Agreement, without exception. If the User does not agree with the terms of the Agreement in whole or in part, they are obliged to cease any use of the Service.

1.   Terms and definitions

1.1.   GigaCode Agent is an additional feature that can be enabled upon request by the Repository Owner in the Account. When this function is enabled, Content processing is carried out automatically when a pull request (hereinafter referred to as Request) is created or when a command is invoked by the User. Supported commands (scripts): request description (describe), request review (review), code improvement suggestions (improve), and questions to the GigaCode agent (ask);

1.2.   API (Eng. Application Programming Interface is a set of methods and rules by which different programs communicate with each other and exchange data.

1.3.   **Cloud ID** is a service provided by Cloud.ru for the authorization of an individual, providing Authorization of Users to access the Service;

1.4.   GigaCode is an AI assistant (artificial intelligence) for developers that accelerates software creation.

1.5.   **Push notification** is a clickable pop-up message in the browser, sent to the User via the Internet while using the Service.

1.6.   **User Account (Account**) — a personal user page created after Authorization in the Service, allowing the User to manage their data (account) by filling in sections with the required information and other data, including the ability to set the privacy of the personal page (hiding certain information about the User from other authorized Users).

1.7.   Authorization is the procedure of registration (entering credentials) and authentication of the User in the personal account of the Service. In the personal account, authorization is carried out using the User's Sber ID or Cloud ID.

1.8.   **Repository owner** is a User who created the Repository in their Account or a User who was granted rights to the Repository;

1.9.   Content is all objects placed on the Service, including design elements, text, graphic images, illustrations, videos, scripts, software, source codes, and other objects;

1.10.   User is an adult, fully capable individual who has reached the age of 18 (eighteen) years and has entered into this Agreement with SberTech;

1.11.   **The product** is the server part of the "GigaIDE Cloud" program, access to the functional capabilities of which is provided to the User upon their request, through User Authentication on the Site.

1.12.   **Repository** is a remote storage on the Service where files and data added by the User through the Service interface or locally via the console (terminal) are stored. It can be either private or public;

1.13. **Sber** ID is a user authentication service for those who have completed the authorization process with Sberbank PJSC by entering into a banking service agreement and/or an agreement for the issuance and servicing of a Sberbank PJSC bank card and/or registered a profile on the website sberbank.ru;

1.14. **Site** is a website located at the address gitverse.ru and its subdomain addresses;

1.15. **Service** is the GitVerse service hosted on the Site.

2.   Service Usage Rules

2.1.   The agreement regulates the relationship between SberTech and the User arising in connection with the use of the Site and the Service and its functionality, and also defines the rights and obligations of SberTech and the User.

2.2.   The use of the Site and Service under conditions other than those described in the Agreement is not permitted. The current version of the Agreement is available on the Website and in the Service.

2.3. Before each use of the Site and Service, the User agrees to familiarize themselves with the text of this Agreement. If the User does not agree with any specific provision or with the Agreement as a whole, they must cease any use of the Site and the Service (its functionality and features). By expressing their agreement with the terms of the Agreement or with the amendments made to the text of the Agreement, the user thereby unconditionally and fully agrees with all the terms of this Agreement.

2.4. By starting to use the Site and Service, the User thereby performs conclusive actions expressing the User's full and unconditional consent to enter into this Agreement under the terms set forth herein (without any limitations, exceptions, and/or omissions of the Agreement's terms), which, by virtue of Articles 435 and 438 of the Civil Code of the Russian Federation, constitutes the User's acceptance of SberTech's offer. With each use of the Site and Service, the User expresses consent with the terms of the Agreement in the version that was in effect at the time of the actual use of the Site and Service by the User. If the User does not agree with the provisions hereof as a whole and/or with any specific provision, they must cease any use of the Site and Service.

Any actions taken by the User (performed by the User) on the Website and within the Service (including those related to the use of the Website and the Service) are and shall be deemed the actions of the User themself (performed directly by the User).

2.5. The agreement may be amended unilaterally by SberTech. Before starting to use the Site and Service, the User is obliged to familiarize themselves with the version of the Agreement in effect at the time the Service is first used. Any conclusive actions taken by the User after SberTech makes changes to the terms of this Agreement and publishes the new/modified version of the Agreement on the Site and in the Service shall constitute the User's consent to amend the terms of this Agreement in accordance with the new/modified version published by SberTech on the Site and in the Service (without any limitations, exceptions, and/or omissions of the Agreement's conditions). The relevant changes come into effect from the date of their publication on the Website and in the Service, unless otherwise specified in the respective publication.

2.6. If the User does not agree with the changes being made and/or with the new version of the Agreement (including any specific provision or the new version of the Agreement as a whole), they must cease any use of the Site and the Service.

.

2.7.   SberTech makes efforts to ensure the continuous operation of the Website and the Service around the clock; however, it does not guarantee the absence of interruptions due to technical malfunctions or scheduled maintenance. SberTech does not guarantee that the Site and Service or any of its elements will function at any specific time in the future, or that it will not cease operation.

3. User Account

3.1.   To use the Service for the purpose of posting and managing Content, the User creates an Account.

3.2.   The risk of fraudulent and other unlawful actions with the User's Account is borne by the User.

3.3.   The User agrees to the display of their account and other data, as well as any additional information, in their Account within the framework of the Service's functionality, and also agrees that such data may be accessible to other authorized users of the Service and to other Internet users, depending on the access mode selected by the User.

3.4.   The user agrees that the username specified by them during registration in the Service is available to other authorized users of the Service and other Internet users, taking into account the existing functionality of the Service, which may be modified by SberTech.

3.5.   After creating an Account, the User is entitled to populate the Account and other elements of the Service with Content, add materials in accordance with the functionality provided, join communities, create and import Repositories, search through public Repositories, public users, and articles, publish content, and use other features made available by SberTech in the course of using the Service, subject to compliance with this Agreement." In the event that the User acts on behalf of a legal entity, the User guarantees the existence of consent to perform actions in the Service on behalf of such legal entity.

3.6.   If authorization cannot be completed, the User's Account is blocked, or for other reasons, the User can seek assistance from SberTech technical support at the following email address: support@gitverse.ru.

3.7.   After deleting the Account, the User loses access to the use of the Service. The deletion of a User's personal page does not automatically mean the deletion of all the information posted on it; only the User's personal data, filled in by them in the Account to the extent determined by the Service's functionality, is destroyed.

4.   Connecting and Using the GigaCode Agent

4.1.   The GigaCode agent is connected by the User, the Repository Owner in the Service, through the Account independently at one of the following stages:

4.1.1.   When enabled in the User's repository settings. In this case, the GigaCode agent is automatically added as a participant in the Repository, in new and existing Requests, and performs code review in the Request (automatically or upon User request);

4.1.2.   When creating a Request. In this case, the GigaCode agent is added to new and existing User Requests, to the Repository participants, and is automatically enabled in the Repository settings.

4.1.3.   When included in the existing Request. In this case, the GigaCode agent is automatically added to new and existing User Requests, to the Repository participants, and is automatically enabled in the Repository settings.

4.2.   The repository owner can independently disable the GigaCode agent in their Account at any time.

4.3.   SerTech does not use Content uploaded by Users to train the GigaCode agent. Other Users, who are not the Owner of the repository, cannot independently connect/disconnect the GigaCode agent.

5.   Rights and Responsibilities of SberTech

5.1.   <u>SberTech is entitled to:</u>

.

5.1.1. determine the structure, appearance, and content of the Site and Service, the information and materials contained on the Site and in the Service;

5.1.2. without any notification and/or explanation of reasons—to restrict or prohibit (temporarily or permanently) the availability of the Service to any User and/or all Users, including in the event of a User's violation of the terms of the Agreement and/or applicable law of the Russian Federation;

5.1.3. set limits and restrictions on the use of the Site and the Service, as well as individual features, at its own discretion without prior notice and consent of the User;

5.1.4. to conduct scheduled and unscheduled maintenance work on the Site and Service, for which temporarily suspend the operation of the Site and Service. SberTech may, at its discretion, notify the User about the time of these works and/or their duration and/or their nature by sending additional notifications to Users via email and/or push notifications.

5.1.5. temporarily block Content posted on the Site and in the Service without any reason and without notifying the User in case of violation of the terms of the Agreement and/or applicable law of the Russian Federation;

5.1.6. at any time unilaterally restrict, expand, supplement, modify, and otherwise change the functionalities of the Site and Service and any elements and parts of the Site and Service, as well as amend documents related to the use of the Site and Service;

5.1.7. send the User a warning (notification) about the User's violation of the provisions of this Agreement and/or the current legislation of the Russian Federation. Failure to send such a warning (notification) does not deprive SberTech of the right to restrict or prohibit the User's access to the Service.

5.1.8. modify or delete the following User data objects, including but not limited to: names of organizations/Repositories, descriptions of organizations/Repositories, publications, license plate numbers, photographs/avatars that violate the provisions of the current Agreement and/or the applicable laws of the Russian Federation.

5.1.9. suspend, restrict, or terminate the User's access to all or any sections of the Service and/or elements of the Service, including the Account, communities, Service Repositories, blogs, and Service features (including activated and non-activated data and commands); to delete communities, Repositories, and comments created by the User at any time without explanation, with or without prior notice, unless otherwise expressly required by applicable law.

5.1.10. delete the User Account at its discretion, including in the event that the User commits actions that violate the legislation of the Russian Federation (applicable law) or the provisions of this Agreement. In case the User disagrees with the actions of Sbertech described in paragraph 5.1.8 and this paragraph, the User has the right to seek clarification at the following email address: support@gitverse.ru.

In the event that a request is submitted for clarification and/or a dispute arises regarding the User's Account and/or their actions within the Service, any inquiries submitted to SberTech will be accepted and considered provided that it is possible to establish the fact that the Account belongs to a specific individual. Taking into account the possible existence of Accounts with similar credentials, SberTech reserves the right to request additional data and information, including relating to the User's Account, in order to determine which Account the request pertains to or to establish ownership of the Account by the individual who submitted the request.

5.2. SberTech undertakes:

5.2.1. if possible, take the necessary organizational and technical measures to maintain the functionality of the Site and the Service.

5.3. The user utilizes the Site and the Service under the terms and in accordance with this Agreement.

6. Rights and Responsibilities of the User

.

6.1. The user undertakes and guarantees:

6.1.1. comply with the provisions of the current legislation of the Russian Federation and this Agreement;
6.1.2. provide accurate, complete, and up-to-date information during registration in accordance with the legislation of the Russian Federation, and ensure its updating;
6.1.3. inform SberTech about unauthorized access to the personal page and/or unauthorized access and/or use of the User's Account;
6.1.4. not to grant other Users access to their personal page or to any specific information contained on it, if such access may result in a violation of the laws of the Russian Federation and/or this Agreement.
6.1.5. before posting information, objects, Content (including, but not limited to, images of other people, texts of various content, software, source codes, etc.), to preliminarily assess the legality of their placement;
6.1.6. be responsible for the published Content and actions that occur after its Authorization;
6.1.7. bear personal responsibility for any information posted in the Service, communicated to other Users, as well as for any interactions with other Users, carried out at their own risk;
6.1.8. The user guarantees that they have all the necessary authority to perform actions in the Service and the legal capacity to enter into this Agreement;
6.1.9. The User guarantees that when publishing and/or distributing Content on the Service, if such content belongs to a legal entity, the User is endowed with the appropriate authority to perform actions for the publication and/or distribution of Content on behalf of such legal entity.

6.2. The user is prohibited from:

6.2.1. mislead Users regarding one's identity by using the Account of another registered User;
6.2.2. misrepresent information about oneself, one's age, or one's relationships with other individuals or organizations, in accordance with the requirements of applicable legislation of the Russian Federation;
6.2.3. upload, store, publish, distribute, provide access to, or otherwise use any information that:
- contains threats, calls for violence, including hidden ones, approval and encouragement of violent actions, discredits, insults, defames the honor and dignity or business reputation, or violates the privacy of other Users or third parties;
- violates the rights of minors;
- is vulgar or obscene, contains pornographic images and texts, or scenes of a sexual nature with or without the participation of minors;
- contains scenes of inhumane treatment of animals;
- contains a description of means and methods of suicide, any incitement to commit it;
- promotes and/or incites racial, religious, ethnic hatred or hostility based on gender, orientation, and other individual characteristics and traits of a person (including issues of their health);
- contains extremist materials;
- promotes criminal activity or contains advice, instructions, or guidelines for committing criminal acts;
- contains information of limited access, including, but not limited to state and commercial secrets, information about the private life of third parties;
- contains advertising or describes the appeal of using narcotic substances, including "digital drugs" (sound files that affect the human brain

.

through binaural beats), information on drug distribution, recipes for their production, and advice on their use;

- may potentially lead to unlawful actions by misleading Users or abusing their trust;
- violates other rights and interests of citizens and legal entities or the requirements of the legislation of the Russian Federation;
- illegally download, store, publish, distribute, and provide access to or otherwise use the intellectual property of Users and third parties;
- send mass messages to other Users of the Service without their prior consent and/or any other similar unsolicited messages (spam), including by using certain functional features of the Service;
- use software and perform actions aimed at disrupting the normal functioning of the Service;
- upload, store, publish, distribute, and provide access to or otherwise use viruses, trojans, and other malicious software;
- use automated scripts (programs, bots, crawlers) to collect information from the Service and/or interact with the Service and its functionality without special permission[1] to do so;
- by any means, including but not limited to deception, abuse of trust, hacking, attempt to gain access to another User's Account;
- engage in the illegal collection and processing of personal data of others;
- to use the Service in any way other than through the interface provided by SberTech;
- place commercial, political, and other advertisements/announcements;
- perform authorization using "bots" or other automated methods;
- engage in commercial activity within the Service, to sell or resell any parts of the Service, including unique names, organization names, organization descriptions, nicknames, license plate numbers, etc., or access to such elements, except in cases where the User has received such permission from SberTech, or where such activity is expressly provided for by the terms of a specific Product Agreement.

7. Exclusive rights to the Content posted on the Service.

7.1. All content posted on the Site and in the Service is the object of exclusive rights of SberTech and/or the Service Users and/or other rights holders; all rights to these objects are protected.

7.2. Content posted on the Service may not be copied (reproduced), modified, distributed, published, downloaded, transferred, sold, or otherwise used in whole or in part by Users (third parties) without prior permission from the copyright holder/User, except in cases where the copyright holder/User has expressly given consent for free use of the Content by any person (indicating the license terms under which such Content is distributed and may be used, by uploading the relevant licensing terms directly to the Service), as well as in other cases established by this Agreement and the current legislation of the Russian Federation. Reproduction, copying, collection, systematization, storage, and transmission of Content for the purpose of creating a database for commercial and/or non-commercial purposes and/or the use of Content in whole or in any part, regardless of the method of use, without the consent of SberTech and/or the copyright holder and/or the User is not permitted, bookmark1 unless otherwise specified by the terms of the relevant license provided by the copyright holder/User.

---

[1]. "Special permission" refers to the appearance of new available functionality in the System, including the API.
Each piece of content posted on the Service has a copyright holder (SberTech, the User, or another third party), and using the Content without the consent of the person to whom it belongs violates the requirements of the legislation of the Russian Federation.

.

7.3.   By posting Content in the Service that legally belongs to them, the User grants other Users a non-exclusive right to use it through viewing, reproduction (including copying), and other rights solely for personal non-commercial use within the functionality provided by the Service, unless otherwise specified by the terms of the respective license posted by the User.

7.4.   Use of Content by the User, access to which has been granted exclusively for personal, non-commercial purposes, is permitted provided that all copyright notices or other authorship notices are retained, the author's name is preserved unchanged, and the work remains unaltered, unless otherwise stipulated by the license terms provided by the copyright holder/User.

7.5.   The user grants SberTech a non-exclusive right to use, free of charge, the Content placed in the Service and legally owned by them for the purpose of ensuring the operation of the Service by SberTech to the extent determined by the functionality and architecture of the Service. The specified non-exclusive right is granted for the duration of the Content's placement in the Service and applies throughout the territory of all countries worldwide.

7.6.   If the User deletes their Content from the Service, the non-exclusive right mentioned in clause 6.5 of this Agreement will be automatically revoked. However, SberTech reserves the right, if necessary due to the technical features of the Service's operation, to retain archival copies of the user's Content for the required period.

7.7.   Apart from their own Content, the User is not entitled to upload or otherwise make publicly available (publish on the Service) Content from other websites, databases, and other results of intellectual activity without the explicit consent of the copyright holder for such actions.

7.8.   Any use of the Service or Content, except as permitted in this Agreement or in the case of explicit consent from the copyright holder for such use, without prior written permission from the copyright holder, is strictly prohibited.

7.9.   Unless otherwise explicitly provided by this Agreement, nothing in this Agreement shall be construed as a transfer of exclusive rights to the Content.

8.   Liability for Violation of Exclusive Rights.

8.1. The user bears personal responsibility for any Content or other information that they upload or otherwise make publicly available (publish) on the Service or through it. The user does not have the right to upload, transmit, or publish Content on the Service if they do not possess the appropriate rights to perform such actions, acquired or transferred to them in accordance with the legislation of the Russian Federation.

9.   Personal data

9.1.   The processing of the User's personal data in the volume determined by the GitVerse Privacy Policy is necessary for providing the User with the Site and Service and their individual functionalities.

9.2.   The entity organizing and carrying out the processing of the User's personal data when using the Site and Service, as well as determining the composition of personal data to be processed, the purposes of their processing, and the actions (operations) performed with personal data, is SberTech.

9.3.   SberTech processes the User's personal data in accordance with the Policy on the Processing and Protection of Personal Data and the GitVerse Privacy Policy.

9.4.   The processing of personal data for the purpose of providing the Service and ensuring the possibility of using its functionality is carried out by SberTech based on this User Agreement for the duration of its validity.

9.5.   In cases where the processing of personal data is only possible based on the User's consent as the subject of personal data, SberTech obtains specific, explicit, informed, deliberate, and unambiguous consent from the User prior to initiating such processing of personal data.

.

9.6.   Information about the purposes of processing personal data, the composition of personal data processed by SberTech, and the actions taken for their processing is provided in the GitVerse Privacy Policy.

9.7.   When providing the Service, SberTech does not process special categories of personal data and biometric personal data.

9.8.   When providing the Service and its individual functionalities, SberTech has the right to entrust the processing of Users' personal data to third parties based on a contract concluded with them (operator's assignment).

9.9.   The user is not entitled to distribute or otherwise disclose, when using the Site and Service, including when filling out the Account, as well as to transfer to SberTech and/or third parties, information related to special categories of personal data (concerning racial or ethnic origin, political opinions, religious or philosophical beliefs, health status, or intimate life) and information characterizing the physiological and biological features of a person, on the basis of which their identity can be established (biometric personal data).

9.10.   When using the Site and/or Service, SberTech collects and subsequently processes automatically received data necessary for the correct and safe operation of web technologies, as well as other data in accordance with the Cookies Usage Policy.

10. Other conditions

10.1.   SberTech does not conduct preliminary moderation or censorship of User information, and takes actions to protect the rights and interests of individuals and ensure compliance with the requirements of the legislation of the Russian Federation only after a request from an interested party.

10.2.   SberTech ensures the functioning and operability of the Service and undertakes to promptly restore its operability in the event of technical failures and interruptions. SberTech is not responsible for temporary malfunctions and interruptions in the Service and the resulting loss of information. SberTech is not responsible for any damage to the User's computer or that of another person, mobile devices, or any other equipment or software caused by or related to downloading materials from the Service or via links posted in the Service.

10.3.   The user gives their consent to SberTech to receive messages with news and promotional information materials, including in the form of push notifications. The dispatch of the specified materials by SberTech is carried out only with the User's consent, expressed in the form of subscribing by performing the following actions:

•   In the Account, the User independently indicates their consent to receive messages with news and promotional information materials, including in the form of Push notifications, by checking the appropriate section.

The user also has the right to unsubscribe from such mailings at any time and without providing a reason by performing the following actions:

•   In all informational letters that will be sent to the email specified by the user in the form, click on the "Unsubscribe" link and/or send a corresponding letter to support@gitverse.ru, requesting to be removed from such mailing, except for Push notifications, which are disabled in the settings of the browser used by the User.

11.   SberTech Disclaimer

11.1.   The service and its functionality, including all scripts, applications, content, and design of the service, are provided "As is". SberTech makes no guarantees regarding whether the functionality of the Service may or may not be suitable for specific purposes of its use.

11.2.   By using the Service, the User agrees that the use of the Content (including uploading, downloading, and performing other actions) is at their own risk, and the User assumes personal responsibility for the possible consequences of using the Content.

.

including for damage that this may cause to the User's terminal equipment or third parties, including data loss or other harm.

11.3.   Under no circumstances shall SberTech be liable to the User or any third parties for any indirect, incidental, or unintentional damages, including lost profits or lost data, harm to honor, dignity, or business reputation, arising in connection with the use of the Service, its content, or other materials accessed by the User or other persons through the Service, even if SberTech had indicated the possibility of such harm.

11.4.   In any case, SberTech's liability is limited to an amount of 1,000 (one thousand) rubles, provided fault is established.

12.   Miscellaneous

12.1.   This Agreement is governed by and construed in accordance with the laws of the Russian Federation. Issues not regulated by the Agreement shall be resolved in accordance with the legislation of the Russian Federation.

12.2.   In the event of any disputes or disagreements related to the fulfillment of this Agreement, the User and SberTech will make every effort to resolve them through negotiations between them. In the event that disputes are not resolved through negotiations, they shall be resolved in accordance with the procedure established by the current legislation of the Russian Federation.

12.3.   This Agreement comes into effect for the User from the moment they join it and remains in force for an indefinite period.

12.4.   If for any reason one or more provisions of this Agreement are deemed invalid or unenforceable, this does not affect the validity or enforceability of the remaining provisions.

12.5.   The Privacy Policy is an integral part of this Agreement.
GitVerse.

12.6.   The Terms of Use of the Product are an integral part of this Agreement.

.

User Agreement
on the use of the GigaIDE Cloud product

Version 1.02.

These terms govern the use of Giga IDE Cloud and establish the civil rights and obligations between the Joint Stock Company "Sberbank - Technologies" (JSC).
"SberTech"), TIN 7736632467, OGRN 1117746533926, address: 117105, Moscow, Novodanilovskaya Naverezhnaya, 10 (hereinafter referred to as **"SberTech"**) and the User (hereinafter referred to as the "Terms"). By using Giga IDE Cloud, the User thereby accepts and agrees to comply with all the terms of these Terms without exception. If the User does not agree with the terms of the Agreement in whole or in part, they are obliged to cease any use of Giga IDE Cloud.

1. Terms and definitions

1.1.   **Cloud ID** is a service provided by Cloud.ru for the authorization of an individual, providing Authorization of Users to access the Service;
1.2.   **Sber** ID is a service for the authentication of an individual who has completed the authorization process at Sberbank PJSC by entering into a banking service agreement and/or an agreement for the issuance and servicing of a Sberbank PJSC bank card and/or registered a profile on the website sberbank.ru;
1.3.   Authorization is the procedure of registration (entering credentials) and authentication of the User in the personal account of the GitVerse service. In the GitVerse service personal account, authorization is carried out using the User's Sber ID or Cloud ID.
1.4.   **Prohibited actions** - has the meaning defined in clause 4.2.1 of the Agreement.
1.5.   **User** - an adult, fully capable individual who has reached the age of 18 (eighteen) years and has entered into this Agreement with SberTech.
1.6.   **Site** – a website located at the address gitverse.ru and its subdomain addresses.
1.7.   **The product** is the server part of the "GigaIDE Cloud" program, access to the functional capabilities of which is provided to the User upon their request, through User Authentication on the Site.

2.   Terms and Conditions of Product Use

2.1.   The agreement regulates the relationship between SberTech and the User arising in connection with the use of the Product and its functionality, and also defines the rights and obligations of SberTech and the User. The use of the Product under conditions different from those described in the Agreement is not permitted. The current version of the Agreement is available on the Website.
2.2.   Before starting to use the Product, the User is obliged to familiarize themselves with the text of this Agreement. If the User does not agree with any specific provision or with the Agreement as a whole, they must cease any use of the Product. By expressing their agreement with the terms of the Agreement or with the amendments made to the text of the Agreement, the user thereby unconditionally and fully agrees with all the terms of this Agreement.
2.3.   The agreement may be amended unilaterally by SberTech. Before each use of the Product, the User is obliged to familiarize themselves with the version of the Agreement in effect at the time of using the Product. Any conclusive actions taken by the User after SberTech has amended the terms of this Agreement and published the new/modified version on the Website shall constitute the User's consent to the amendment of the terms of this Agreement in accordance with the new/modified version published by SberTech on the Website (without any restrictions, exceptions, and/or exclusions to the terms of the Agreement). The relevant changes come into effect from the date of their publication on the Website, unless otherwise specified in the respective publication.

.

2.4.   If the User does not agree with the changes being made and/or with the new version of the Agreement (including any specific provision or the new version of the Agreement as a whole), they must cease any use of the Product.

2.5.   The product is available to Authorized Users in the GitVerse service.

3.   Rights and Responsibilities of SberTech

3.1.   <u>SberTech is entitled to:</u>

3.1.1.   determine the structure, appearance, content, information, and materials contained in the Product and provided to the User;

3.1.2.   without any notification and/or explanation of reasons, access to the Product may be restricted or prohibited (temporarily or permanently) for any User and/or all Users, including in cases where the User violates the terms of the Agreement and/or the laws of the Russian Federation;

3.1.3.   set limits and restrictions on the use of the Product and individual features at its own discretion without prior notice and consent of the User;

3.1.4.   conduct scheduled and unscheduled maintenance work on the Product, during which the operation of the Product may be temporarily suspended. SberTech may, at its discretion, notify the User about the time of these works and/or their duration and/or their nature by sending additional notifications to Users via email and/or push notifications.

3.1.5.   at any time unilaterally restrict, expand, supplement, modify, and otherwise change the functionality of the Product, any elements and parts of the Product, as well as amend documents related to the use of the Product;

3.1.6.   suspend or revoke the User's Authorization and terminate the User's ability to use the Product at its discretion, including in cases where the User engages in actions that violate the laws of the Russian Federation (applicable law) or the provisions of this Agreement.

3.2.   <u>SberTech undertakes:</u>

3.2.1.   if possible, take the necessary organizational and technical measures to maintain the functionality of the Product.

4.   Rights and Responsibilities of the User

4.1.   <u>The user is obliged to:</u>

4.1.1.   use the Product only in accordance with the functionality of the Product and within the capabilities provided to the User by the Product;

4.1.2.   comply with the provisions of the current legislation of the Russian Federation and this Agreement;

4.1.3.   immediately inform SberTech of any known instances of unlawful use of the Product, including any cases involving content or intellectual property uploaded or published by the User and/or third parties, as well as any other violations of the laws of the Russian Federation, if such information constitutes Prohibited Actions.

4.1.4.   bear personal responsibility for any information sent to the Product;

4.1.5.   The user guarantees that they possess all necessary authority to perform actions with the Product and the legal capacity to enter into this Agreement.

4.2.   <u>The User is prohibited from:</u>

4.2.1.   using any functionality of the Product other than that specified in the User Agreement, as well as from attempting to gain access to the source and/or object code of the Product. In case of violation by the User of these

.

conditions, its operation will be qualified as unauthorized access to SberTech's computer information with the application of corresponding legal consequences.

4.2.2. uploading, creating, distributing, or engaging in other actions within the Product that constitute "Prohibited Actions":

- perform reverse engineering, decompile, disassemble, or otherwise attempt to discover the source code of the Product and/or the underlying ideas or algorithms;
- modifying, translating, or creating derivative works based on the Product and/or the intellectual property contained within the Product.
- in any form to transfer or provide access to the Product or otherwise make the Product available, in whole or in part, to persons who are not Users, whether for a fee or free of charge;
- making publicly available to third parties, creating any links to Service resources or connection instructions, embedding or duplicating any materials and information contained in or accessible through the Product;
- taking any actions that result in a breach of the security of the Product or other Product accounts;
- gaining access to Product data not intended for the respective User;
- accessing a server or a Product account to which a specific User does not have access rights;
- attempting to probe, scan, or test the vulnerability of the Product or circumvent security or authorization measures;
- intentionally rendering any part of the Product unusable, as well as not using equipment and software-hardware tools that may disrupt the operation of the Product;
- use the Product to commit any crime, offense, violation of third-party rights, or any other unlawful purpose, including using the Product to post and/or distribute information that:
  - is illegal, defamatory, harmful to minors, obscene, or constitutes pornography;
  - violates copyrights, patents, trademark rights, and other means of individualization or other rights to the results of intellectual activity of third parties, as well as constitutes a commercial or other legally protected secret of third parties;
  - the placement, transmission, or distribution of which may otherwise lead to civil liability or may constitute or encourage actions that may be determined as a criminal offense under any applicable laws and regulations;
  - contains malicious software, including computer viruses or other components equivalent to them;
  - are spam messages intended for an indefinite circle of persons, delivered to recipients without their prior consent, and not allowing the sender of these messages to be identified, including those containing a non-existent or falsified sender name. (Note: the criteria for the presence (definition) of spam correspond to the criteria for unfair advertising contained in the Federal Laws "On Advertising," "On Information, Information Technologies and Information Protection").
  - illegally upload, including to the Service, store, publish, distribute, and provide access to or otherwise use the intellectual property of third parties;
  - upload, store, publish, distribute, and provide access or otherwise

in this way use viruses, trojans, and other malicious programs and not upload them to the Service in any other way;
  - by any means, including but not limited to deception, abuse of trust, hacking, attempt to gain access to another User's Account;

.

- engage in the illegal collection and processing of personal data of others;
- to use the Product in any way other than through the standard functionalities provided by the Product;
- place commercial, political, and other advertisements; conduct commercial activities at the expense of the Product or in any other way;
- to perform authorization using "bots" or other automated methods.

5. SberTech Disclaimer

5.1.   SberTech does not bear any obligations regarding the availability and/or quality of the Product's performance. Any warranty, technical, service, user, advisory, or other support for Users in connection with the use of the Product is not provided by SberTech.

5.2.   Under no circumstances shall SberTech be held liable for the distribution of any data posted within the Product or its transfer to third parties, including cases resulting from unauthorized access by such parties to the equipment of the User and/or SberTech, or actions of viral or malicious software on the equipment of the User and/or SberTech, as well as due to the actions (or inaction) of Users.

5.3.   SberTech does not conduct preliminary moderation or censorship and is not responsible for the content of data provided by Users.

5.4.   SberTech makes efforts to ensure the Product operates around the clock but does not guarantee the absence of interruptions related to technical malfunctions or maintenance work. SberTech does not guarantee that the Product or any of its elements will function at any specific time in the future or that it will not cease operation.

5.5.   SberTech is not responsible for temporary malfunctions and interruptions in the operation of the Product and the resulting loss of information. SberTech is not liable for any damage to the User caused by or related to the use of the Product.

5.6.   The product and its functionality, including all scripts, applications, and design of the Product, are provided "As is." SberTech makes no guarantees regarding whether the functionality of the Product may or may not be suitable for specific purposes of its use.

5.7.   By using the Product, the User agrees that such use is carried out at the User's own risk.

5.8.   Under no circumstances shall SberTech be liable to the User or any third parties for any indirect, incidental, or unintentional damages, including loss of profits or data, or harm to honor, dignity, or business reputation, arising from the use of the Product.

5.9.   In any case, SberTech's liability is limited to an amount of 1,000 (one thousand) rubles, provided fault is established.

6. Miscellaneous

6.1.   This Agreement is governed by and construed in accordance with the laws of the Russian Federation. Issues not regulated by the Agreement shall be resolved in accordance with the legislation of the Russian Federation.

6.2.   In the event of any disputes or disagreements related to the fulfillment of this Agreement, the User and SberTech will make every effort to resolve them through negotiations between them. In the event that disputes are not resolved through negotiations, they shall be resolved in accordance with the procedure established by the current legislation of the Russian Federation, in the court at the address of SberTech (contractual jurisdiction).

6.3.   This Agreement comes into effect for the User from the moment they join it and remains in force for the entire period of the User's use of the Product.

6.4.   If for any reason one or more provisions of this Agreement are deemed invalid or unenforceable, this does not affect the validity or enforceability of the remaining provisions.

.

<div align="center">

User Agreement for the Use of
GigaCode

</div>

<div align="right">

Version 1.02.

</div>

This agreement regulates the terms of use of GigaCode and establishes the civil rights and obligations between the Joint Stock Company "Sberbank - Technologies" (
"SberTech" JSC), TIN 7736632467, OGRN 1117746533926, address: 117105, Moscow, Novodanilovskaya Naberezhnaya, 10 (hereinafter referred to as **"SberTech"**) and the User (hereinafter referred to as the "Agreement"). By using GigaCode, the User thereby accepts and agrees to comply with all the terms of this Agreement without exception. If the User does not agree with the terms of the Agreement in whole or in part, they are obliged to cease any use of GigaCode.

1.   Terms and definitions

1.1.   Authorization is the procedure of registration and authentication of the User and the User's device in GigaCode.

1.2.   **Prohibited Content** – has the meaning defined in clause 5.2.1 of the Agreement.

1.3.   **Source Code** is the program code created by the User in the User's development environment, which is read by the Plugin directly in the User's development environment for the purpose of sending it to the Service and creating the Generated Code.

1.4.   **Policy** - The Acceptable Use Policy for AI Services of Sberbank PJSC, which is an appendix to this agreement. The provisions of the Policy regulate the relations of the parties under the Agreement.

1.5.   **User** - an adult, fully capable individual who has reached the age of 18 (eighteen) years and has entered into this Agreement with SberTech.

1.6.   **Plugin** – the user component of the computer program "GigaCode / JARVIS," designed for installation in the User's development environment to utilize the Service and facilitate the transfer of Source Code to the Service for the creation (generation) of Generated Code and the delivery of Generated Code to the User.

1.7.   **Site** – a website located at the address gitverse.ru and its subdomain addresses.

1.8.   **Generated Code** is the program code and other information generated by the Service based on the results of reading and automated analysis of the Source Code and sent by the Service via the Plugin to the User's development environment.

1.9.   **The service** is the server part of the computer program "GigaCode / JARVIS," access to the functional capabilities of which is provided to the User via a Plugin, downloaded by the User from the Site and used by the User in the User's development environment.

1.10.   **GigaCode** means both the Service and the Plugin.

2.   Terms and Conditions of Use for GigaCode

2.1.   The agreement regulates the relationship between SberTech and the User arising from the use of GigaCode and its functionality and also defines the rights and obligations of SberTech and the User. The use of GigaCode under conditions different from those described in the Agreement is not permitted. The current version of the Agreement is available on the Website.

2.2.   The user is granted the right to use the Plugin and the Service under the Agreement on the terms of a simple (non-exclusive) license within the territory of the Russian Federation in the ways described in the Agreement, until December 31, 2025 ("test period").

.

During the trial period, the right to use GigaCode is granted to the User free of charge.

SberTech reserves the right to change the trial period at any time (including shortening or extending it), as well as to introduce a paid usage model for the Plugin and/or Service by setting prices, tariffs, and payment procedures at SberTech's discretion — with notification to the User by any means available to SberTech, and, at SberTech's decision, to terminate access to GigaCode for Users who have not completed payment.

From the moment the trial period ends and/or SberTech introduces the paid use of GigaCode, unless otherwise specified in a notice sent by SberTech to the User, the User loses the right to use the Plugin and the Service under a free license.

2.3.   Before starting to use GigaCode, the User is obliged to familiarize themselves with the text of this Agreement. If the User does not agree with any specific provision or with the Agreement as a whole, they must cease any use of GigaCode (including removing the Plugin from the User's development environment). By expressing their agreement with the terms of the Agreement or with the amendments made to the text of the Agreement, the user thereby unconditionally and fully agrees with all the terms of this Agreement.

2.4.   By downloading and installing the Plugin into the User's development environment, the User performs conclusive actions indicating the User's full and unconditional agreement to enter into this Agreement under the terms set forth herein (without any restrictions, exceptions, or limitations), which, pursuant to Articles 435 and 438 of the Civil Code of the Russian Federation, constitutes the User's acceptance of SberTech's offer. Each use of GigaCode by the User signifies their agreement with the terms of the Agreement as it was in effect at the time of the actual use of the Site and GigaCode by the User. If the User does not agree with the provisions of this Agreement as a whole and/or with any specific provision, they must cease any use of the Site and the Service.

2.5.   Any actions related to the use of the Plugin in the User's development environment are and are recognized as actions of the User himself (performed directly by the User).

2.6.   The agreement may be amended unilaterally by SberTech. Before each use of GigaCode, the user is obliged to familiarize themselves with the version of the Agreement in effect at the time of using GigaCode. Any conclusive actions taken by the User after SberTech has amended the terms of this Agreement and published the new/modified version on the Website shall constitute the User's consent to the amendment of the terms of this Agreement in accordance with the new/modified version published by SberTech on the Website (without any restrictions, exceptions, and/or exclusions to the terms of the Agreement). The relevant changes come into effect from the date of their publication on the Website, unless otherwise specified in the respective publication.

2.7.   If the User does not agree with the changes being made and/or with the new version of the Agreement (including any specific provision or the new version of the Agreement as a whole), they must cease any use of GigaCode.

3.   Authorization and use of GigaCode.

3.1.   To start using GigaCode, the User downloads the Plugin and installs it in the User's development environment. After downloading and installing the Plugin into the User's development environment, the User clicks the "account" button in the Plugin, after which the User is redirected to their personal account page on the Website.

.

At this moment, the User's device is linked to GigaCode (Authorization), and from this point on, the Plugin is ready to work and operates in the User's development environment until it is disabled. The user can independently disable the operation of the Plugin in the user's development environment at any time.

3.2.   When the User writes Source Code in the User's development environment, the Plugin reads the Source Code and, through interaction with the Service, generates Generated Code, which is offered to the User in their development environment.

4.   Rights and Responsibilities of SberTech

4.1.   <u>SberTech is entitled to:</u>

4.1.1. determine the structure, appearance, and content of the Plugin, the information and materials contained in the Service and provided to the User;

4.1.2. without any notification and/or explanation of reasons—to restrict or prohibit (temporarily or permanently) the availability of GigaCode to any User and/or all Users, including in the case of a User violating the terms of the Agreement and/or the laws of the Russian Federation;

4.1.3. set limits and restrictions on the use of GigaCode, and individual functions at its own discretion without prior notice and consent of the User;

4.1.4. to conduct scheduled and unscheduled maintenance work in the Service, for which temporarily suspend the operation of the Service. SberTech may, at its discretion, notify the User about the timing of these works and/or their duration and/or their nature by sending additional notifications to Users via email and/or through push notifications and/or through the Plugin.

4.1.5. at any time unilaterally restrict, expand, supplement, modify, and otherwise change the functionalities of GigaCode, any elements and parts of GigaCode, as well as amend documents related to the use of GigaCode;

4.1.6. suspend or revoke the User's Authorization and terminate the User's ability to use the Plugin and/or Service at its discretion, including in the event of actions by the User that violate the legislation of the Russian Federation (applicable law) or the provisions of this Agreement.

4.2.   <u>SberTech undertakes:</u>

4.2.1. if possible, take the necessary organizational and technical measures to maintain the operability of GigaCode.

5.   Rights and Responsibilities of the User

5.1.   <u>The user is obliged to:</u>

5.1.1. comply with the provisions of the current legislation of the Russian Federation and this Agreement;

5.1.2. comply with the Policy;

5.1.3. immediately inform SberTech and Sberbank PJSC of all known cases of unlawful use of GigaCode, including all instances of any information and results of intellectual activity being included (uploaded) by the User and/or third parties as part of the Source Code, as well as information and other objects presented as part of the Generated Code and/or human-readable information in any format, which may be

.

extracted by running/executing the Source Code and/or Generated Code, if such information is Prohibited Content.

5.1.4. bear personal responsibility for any information sent to the Service, including through the Plugin;

5.1.5. The user guarantees that they have all the necessary authority to perform actions in the Plugin and Service and the legal capacity to enter into this Agreement.

5.2.   The User is prohibited from:

5.2.1. to upload and/or create (generate) using GigaCode Source Code and Generated Code that contains the information specified below, as well as to distribute or otherwise use such Source Code and Generated Code with information that ("Prohibited Content"):

•   violates the Policy and/or generally accepted norms of morality and ethics;

•   contains threats, calls for violence, including hidden ones, approval and encouragement of violent actions, discredits, insults, defames honor and dignity or business reputation, or violates the privacy of third parties;

•   violates the rights of minors;

•   is vulgar or obscene, contains pornographic images and texts, or scenes of a sexual nature with or without the participation of minors;

•   contains scenes of inhumane treatment of animals;

•   contains a description of means and methods of suicide, any incitement to commit it;

•   promotes and/or incites racial, religious, ethnic hatred or hostility based on gender, orientation, and other individual characteristics and traits of a person (including issues of their health);

•   contains extremist materials;

•   promotes criminal activity or contains advice, instructions, or guidelines for committing criminal acts;

•   contains restricted access information, including but not limited to state and commercial secrets, information about the private life of third parties;

•   contains advertising or describes the appeal of using narcotic substances, including "digital drugs" (sound files that affect the human brain through binaural beats), information on drug distribution, recipes for their production, and advice on their use;

•   potentially may lead to the commission of illegal actions by misleading third parties or abusing their trust;

•   violates other rights and interests of third parties and/or the requirements of the legislation of the Russian Federation;

5.2.2. illegally upload, including to the Service via the Plugin, store, publish, distribute, and provide access to or otherwise use the intellectual property of third parties;

5.2.3. send mass messages to other Users without their prior consent and/or any other similar unsolicited messages (spam);

5.2.4. use software and perform actions aimed at disrupting the normal functioning of GigaCode;

.

5.2.5. upload, store, publish, distribute, and provide access to or otherwise use viruses, trojans, and other malicious programs, including not incorporating them in any way into the Source Code and not uploading them in any other way to the Service, including through the use of the Plugin;

5.2.6. by any means, including but not limited to deception, abuse of trust, hacking, attempt to gain access to another User's Account;

5.2.7. engage in the illegal collection and processing of personal data of others;

5.2.8. to use GigaCode in any way other than through the standard functionalities provided by GigaCode;

5.2.9. place commercial, political, and other advertisements;

5.2.10. to perform authorization using "bots" or other automated methods.

6.   Rights to the Results of Intellectual Activity.

6.1.   By uploading and submitting Source Code to the Service, the User represents and warrants that the exclusive rights to such Source Code belong to the User. The User grants SberTech and Sberbank PJSC the right to use the Source Code under a simple (non-exclusive), royalty-free, irrevocable license valid throughout the entire term of the exclusive rights to the Source Code, applicable worldwide, by any means not prohibited by applicable law, including but not limited to those specified in paragraph 2 of Article 1270 of the Civil Code of the Russian Federation. Furthermore, if the User's Source Code constitutes a database, in addition to the conditions and methods of use stated above, within the same scope and term of the exclusive rights held by the database creator, the User also grants the right to use such database and to extract and subsequently use materials from it in any form and by any methods not prohibited by applicable law, including but not limited to those specified in paragraph 2 of Article 1270 of the Civil Code of the Russian Federation.

6.2.   The user must distribute the Generated Code with an indication of the use of GigaCode in the creation of such Generated Code.

6.3.   The user uploading (transmitting) a Request to the Service is the holder of the exclusive right to the Generated Content created based on such a Request. The User grants SberTech and Sberbank PJSC the right to use the Generated Code under the terms of a simple (non-exclusive) royalty-free, irrevocable license, valid for the entire duration of the exclusive right to the Generated Code worldwide by any means not contrary to applicable law, including those specified in paragraph 2 of Article 1270 of the Civil Code of the Russian Federation, but not limited to them. Additionally, if the User's Generated Code constitutes a database, in addition to the aforementioned conditions and methods of use, within the same limits and for the duration of the exclusive right to the Generated Code, the User grants SberTech and PJSC the right to use such a database and the right to extract materials from such a database and carry out their subsequent use in any form and by any means not contrary to applicable law, including those specified in paragraph 2 of Article 1270 of the Civil Code of the Russian Federation, but not limited to them.

7.   Personal data

7.1.   The entity organizing and carrying out the processing of the User's personal data when using GigaCode, as well as determining the composition of the data to be processed

.

SberTech is the entity responsible for personal data, the purposes of their processing, and the actions (operations) performed with personal data.

SberTech processes the User's personal data in accordance with the Policy on the Processing and Protection of Personal Data and the GitVerse Privacy Policy.

7.2. For the purpose of providing GigaCode and ensuring the ability to use its functionality, SberTech, based on this User Agreement, processes the following personal data of the User during the term of its validity: User's name, device identifier, other assigned identifiers, information about the acknowledgment and date of acceptance of the terms of the User Agreement for the use of GigaCode.

When providing GigaCode, SberTech does not process special categories of personal data and biometric personal data.

7.3. In cases where the processing of personal data is possible only based on the User's consent as the subject of personal data, SberTech obtains specific, informed, conscious, and unambiguous consent from the User for the processing of the relevant personal data before such processing begins.

7.4. When providing GigaCode, SberTech has the right to entrust the processing of Users' personal data to the following third parties based on a contract concluded with them (operator's assignment):

Description	TIN:	Address
Sberbank PJSC	7707083893	117312, Moscow, Vavilova St., 19
"Cloud Technologies" LLC	7736279160	117312, Moscow, Vavilova St. 23, bldg. 1, office. n1.207

7.5. The User is not permitted to disclose or otherwise share, during use of GigaCode, nor transmit to SberTech and/or third parties, any information that falls under special categories of personal data (including data related to racial or ethnic origin, political opinions, religious or philosophical beliefs, health status, or sex life), as well as information characterizing physiological and biological traits of an individual that may be used to identify them (biometric personal data).

8. Responsibility

8.1. The user bears personal responsibility for any Source Code or other information that they upload to the Service. The user does not have the right to upload, transmit, or publish the Source Code to the Service if they do not possess the appropriate rights to perform such actions, acquired or transferred to them in accordance with the legislation of the Russian Federation.

8.2. A user who has violated the terms of the Agreement, including the Policy, is obliged to compensate for all resulting damages.

8.3. In case the User disagrees with the actions of SberTech, the User has the right to seek clarification at the following email address: support@gitverse.ru, specifying the User's account on the Site. The consideration of such requests is carried out in accordance with the procedure provided by the Site Usage Agreement.

9. SberTech Disclaimer

9.1. SberTech does not conduct preliminary moderation or censorship of the Generated Code and is not responsible for the content of the Generated Code. The User acknowledges that the Generated Code is created using artificial intelligence technology and the created Generated Code may not be original and may fully (or partially) coincide with the Generated Code.

.

created (generated) by a third party using GigaCode. By using the Generated Code, the User assumes all risks, including those related to the infringement of third-party exclusive rights.

9.2. SberTech is making efforts to ensure the round-the-clock operation of GigaCode, but does not guarantee the absence of interruptions related to technical malfunctions or maintenance work. SberTech does not guarantee that GigaCode or any of its elements will function at any specific time in the future or that it will not cease operation.

9.3. SberTech is not responsible for temporary malfunctions and interruptions in the operation of GigaCode and the resulting loss of information. SberTech is not responsible for any damage to equipment, Source Code, the User's or any other person's development environment, mobile devices, any other equipment or software caused by or related to the use of GigaCode.

9.4. GigaCode and its functionality, including all scripts, applications, the Plugin, Generated Code, and the design of GigaCode, are provided "As is". SberTech makes no guarantees regarding whether the functionality of GigaCode may or may not be suitable for specific purposes of its use.

9.5. By using GigaCode, the User agrees that the use of the Plugin and the Generated Code is carried out at the User's own risk, and the User assumes personal responsibility for the possible consequences of using the Plugin and the Generated Code, including damage that it may cause to the User's end equipment and/or software or to third parties, including data loss or other harm.

9.6. Under no circumstances shall SberTech be liable to the User or any third parties for any indirect, incidental, or unintentional damages, including lost profits or lost data, harm to honor, dignity, or business reputation, caused in connection with the use of GigaCode, the content of GigaCode, Generated Code, or other materials accessed by the User or other persons through GigaCode, even if SberTech has indicated the possibility of such harm.

9.7. In any case, SberTech's liability is limited to an amount of 1,000 (one thousand) rubles, provided fault is established.

10. Miscellaneous

10.1.   This Agreement is governed by and construed in accordance with the laws of the Russian Federation. Issues not regulated by the Agreement shall be resolved in accordance with the legislation of the Russian Federation.

10.2. In the event of any disputes or disagreements related to the fulfillment of this Agreement, the User and SberTech will make every effort to resolve them through negotiations between them. In the event that disputes are not resolved through negotiations, they shall be resolved in accordance with the procedure established by the current legislation of the Russian Federation, in the court at the address of SberTech (contractual jurisdiction).

10.3. This Agreement comes into effect for the User from the moment they join it and remains in force throughout the entire period of the User's use of GigaCode, Source Code, and Generated Code, as well as the duration of the exclusive rights to them.

10.4.   If for any reason one or more provisions of this Agreement are deemed invalid or unenforceable, this does not affect the validity or enforceability of the remaining provisions.

10.5. The Policy is an integral part of this Agreement.

.

Acceptable Use Policy for AI Services of Sberbank PJSC

This document (hereinafter referred to as the "**Policy**") defines the general terms and conditions for the permissible use of services with artificial intelligence technology (hereinafter referred to as "**AI** services") of Sberbank PJSC (hereinafter referred to as the "**Bank**"), as well as the Generated Content created using such AI services.

1.   Terms and definitions

1.1.   **Prohibited Content** – Content that violates the requirements of the legislation of the Russian Federation, the rights of third parties, generally accepted norms of morality and ethics, as well as Content that may lead to a violation of these requirements, rights, and norms. The Bank and SberTech have the right, at their own discretion, to independently determine the list of Prohibited Content.

1.2.   **Content** is any information and results of intellectual activity posted (uploaded) and displayed by the User through the use of the AI service.

1.3.   **The user** is an adult, a fully capable individual, as well as a legal entity or individual entrepreneur, acting through their authorized representatives who have gained access to the use of AI services.

1.4.   **Generated Content** —elements, information, and objects presented in textual, graphic, or audiovisual (video) formats, generated (created) by the User using an AI service, which are results of intellectual activity or means of individualization or not.

1.5.   **AI service** is a computer program, the rights to which are held by the Bank, capable of generating (creating) Generated Content in text, graphic, and audiovisual (video) formats in response to Content transmitted/uploaded by the User.

Any terms and definitions used in the Policy and not mentioned in this section will be interpreted in accordance with the Agreement, in relation to other terms, as well as in accordance with the meaning derived from the text of the Policy. If the content of a term in the Agreement and the Policy differs, for the purposes of applying the Policy, the content of the term provided in the Policy is used. In the event that the meaning of a term cannot be determined from the text of the Policy and Agreement, the definition of the corresponding term is determined in accordance with the current legislation of the Russian Federation or based on established judicial practice.

2.   General Provisions

2.1.   The policy applies to any action and/or interaction of the User with the AI service and/or any of its functionalities, including but not limited to sending requests, commands, activating the functionality of the AI service, using Generated Content obtained through the AI service, including the use of AI services included in or integrated with other services or software products of the Bank, as well as the use of Generated Content.

2.2.   Additional terms and restrictions on the use of Generated Content may be established by separate agreements for the use of specific AI services, concluded between Users and the Bank/SberTech.

2.3.   The user agrees to use the AI service responsibly and safely.

2.4.   The user is solely responsible for non-compliance with the requirements established by the Policy and the current legislation of the Russian Federation.

2.5.   The Bank and SberTech are not responsible for the violation of third-party rights resulting from the actions of the User performed using AI services.

3.   Restrictions on the Use of AI Services

3.1. The use of the AI service is prohibited for the following purposes:

3.1.1. creation of Prohibited Content;

3.1.2. engaging in illegal activities;

.

3.1.3. creation of malicious software;

3.1.4. Fraud and other actions that may mislead other Users or third parties;

3.1.5. the conduct of gambling and the implementation of other activities that may cause economic harm to third parties;

3.1.6. provision of financial, legal, medical, and other professional consultations, as well as the conduct of other activities requiring special permits, licenses, qualifications, provided that the use of the AI service is carried out without the supervision of an authorized qualified specialist capable of verifying the accuracy of the information generated by the AI service;

3.1.7. political agitation;

3.1.8. Imitation of human activity in areas where it is assumed that results are created directly by a person or require personal involvement of a person.

3.2. In the event that the Bank or SberTech identifies violations of the specified restrictions by the User or violations of the rights of third parties or the legislation of the Russian Federation, the Bank or SberTech has the right to prohibit the User from using the AI service.

4. Prohibited Content

4.1. The user agrees not to post, upload, and/or create (not generate) Prohibited Content using the AI service.

4.2. The user is prohibited from using the AI service to create:

4.2.1. materials that actually or potentially infringe upon the personal non-property rights of third parties, including but not limited to: calls for, justifications of, and/or promotions of violence; or materials that incite hatred against any individuals or social groups based on racial, ethnic, or national origin, skin color, religion, sex, age, disability, social status, sexual orientation, gender identity, marital status, medical or genetic conditions, and other characteristics that may serve as grounds for discrimination;

4.2.2. materials of a discrediting nature, damaging the honor, dignity, and/or business reputation of third parties, or containing offensive information;

4.2.3. materials that violate the privacy of third parties;

4.2.4. materials containing threats, bullying, and harassment;

4.2.5. terrorist and extremist materials, including materials containing:

1) calls for, justification of, and/or propaganda of extremist activities; incitement of hatred or enmity; organization of an extremist community or extremist organization;

2) calls for, justification and/or propaganda of terrorism or terrorist activities, organization of terrorist acts;

3) instructions for the manufacture of explosives, explosive devices, firearms (or their parts), ammunition, or the restoration of the combat properties of decommissioned firearms and/or their sale, information on the manufacture of ammunition;

4) information containing propaganda or Nazi attributes, symbols, as well as attributes or symbols of extremist organizations, or other attributes, symbols, propaganda, or public demonstrations that are prohibited under the legislation of the Russian Federation; information that rehabilitates Nazism.

5) false reports of acts of terrorism, deliberately false information about circumstances that pose a threat to the life and safety of citizens, and other unreliable socially significant information disseminated under the guise of reliable information, including that which has led to established negative consequences;

6) calls for actions violating the territorial integrity of the Russian Federation;

7) calls for activities aimed against the security of the Russian Federation;

8) calls for mass riots;

9) calls to participate in mass events conducted in violation of the established order.

4.2.6. materials that may harm health, including materials containing:

.

1)   calls for, justification, promotion, or incitement to the use of alcoholic products, narcotic drugs, psychotropic substances, their precursors or analogs, instructions for their manufacture, use, and/or distribution;

2)   advertising, demonstration, calls, justification of the consumption or use of goods and services that may harm health (alcoholic and tobacco products, tobacco heating systems, electronic nicotine and non-nicotine vaporizers, as well as any goods and actions related to the consumption of alcohol and tobacco products);

3)   information about methods and places of cultivating drug-containing plants, promotion of nitrous oxide;

4)   information containing propaganda about new potentially dangerous psychoactive substances and information on the ways, methods of development, manufacture and use, and places of acquisition of new potentially dangerous psychoactive substances.

4.2.7.   immoral materials and materials that may harm children, including materials containing:

1)   speculation on tragic events (cases of cruelty, natural disasters, conflicts, harm to health, injuries, death, etc.) or materials containing expressions of disregard for them;

2)   content of a sexual nature;

3)   pornographic images of minors and/or advertisements for recruiting minors as performers to participate in pornographic entertainment events;

4)   information about a minor who has suffered as a result of unlawful actions (inaction), the dissemination of which is prohibited by federal laws;

5)   information aimed at inducing or otherwise involving minors in committing unlawful acts that pose a threat to their life and/or health or to the life and/or health of others;

6)   propaganda of non-traditional sexual relationships among minors;

7)   zoophilia, necrophilia, rape, brutal violence;

8)   incitement to commit suicide through persuasion, suggestions, bribery, deception, demonstration, promises, or by other means, leading to suicide;

9)   cruelty to animals, causing them pain and/or suffering, regardless of whether such treatment resulted in injury or death;

10)   calls for, justification, promotion, or incitement to cruelty to animals;

11)   obscene language or profanity, as well as statements (in any form) of an offensive nature;

12)   calls for, justification, promotion, or encouragement of the slave trade;

13)   elements that violate the legislation on the protection of children from information harmful to their health and development.

4.2.8.   materials that show clear disrespect for society, the state, official state symbols of the Russian Federation, the Constitution of the Russian Federation, or bodies exercising state power in the Russian Federation; information that expresses clear disrespect for society and is disseminated with the aim of insulting the religious feelings of believers; materials that desecrate the State Emblem of the Russian Federation or the State Flag of the Russian Federation; materials against the authorities of the Russian Federation;

4.2.9.   materials expressing clear disrespect for information about the days of military glory and memorable dates of Russia related to the defense of the Fatherland; information desecrating the symbols of Russia's military glory; insults to the memory of the defenders of the Fatherland; humiliation of the honor and dignity of a veteran of the Great Patriotic War; materials denying the facts established by the verdict of the International Military Tribunal for the trial and punishment of the main war criminals of the European Axis countries, or approving the crimes established by the said verdict; false information about the activities of the USSR during the Second World War and about veterans of the Great Patriotic War;

4.2.10. materials against the Armed Forces of the Russian Federation, volunteer formations, organizations, or individuals assisting in the fulfillment of the tasks of the Armed Forces of the Russian Federation;

4.2.11. materials containing calls for the imposition of political, economic, and/or other sanctions against the Russian Federation, its citizens, or Russian legal entities;

.

4.2.12. offers to acquire a fake document that grants rights or exempts from obligations;

4.2.13. information disseminated in violation of the requirements of the legislation on elections and referendums;

4.2.14. campaign materials produced and/or distributed in violation of the requirements of the legislation on elections and referendums;

4.2.15. information against the authorities and subjects of the Russian Federation, including:

1) false information disseminated under the guise of reliable reports, containing data on the execution of their powers by the state bodies of the Russian Federation outside the territory of the Russian Federation for the purpose of protecting the interests of Russia and its citizens and maintaining international peace and security;

2) information aimed at discrediting the performance of the Russian Federation's state bodies in exercising their powers outside the territory of the Russian Federation for the purpose of protecting the interests of Russia and its citizens and maintaining international peace and security;

3) information containing data about individuals for whom confidentiality is ensured in accordance with the Federal Law "On State Protection of Judges, Officials of Law Enforcement and Supervisory Bodies" and the Federal Law "On State Protection of Victims, Witnesses, and Other Participants in Criminal Proceedings";

4) Calls for activities aimed against the security of the Russian Federation or for obstructing the execution by government bodies and their officials of their powers to ensure the security of the Russian Federation.

4.2.16. proposals for the retail sale of medicinal products, the retail sale of which is restricted or prohibited; proposals for the retail sale of medicinal products by persons who do not have a license and permission to carry out such activities; proposals for the remote retail sale of products, the retail sale of which is restricted or prohibited by law;

4.2.17. information about the possibility of obtaining banking services, insurance services, services in the securities market, as well as services related to the attraction and/or placement of funds of legal entities and individuals, disseminated in violation of the legislation of the Russian Federation, and containing information about the receipt of these services from persons not authorized to provide them;

4.2.18. information that encourages participation in activities involving the solicitation of funds and/or other assets from individuals and/or legal entities, where the payment of income and/or provision of other benefits to persons whose funds and/or other assets were previously solicited is carried out at the expense of funds and/or other assets solicited from other individuals and/or legal entities, in the absence of investment and/or other legitimate entrepreneurial or other activities related to the use of solicited funds and/or other assets, for which criminal or administrative liability is provided; information constituting a credit history (in the case of illegal dissemination);

4.2.19. information deemed illegal by a court decision;

4.2.20. other materials that infringe on the rights or lawful interests of third parties and/or violate the legislation of the Russian Federation.

5.   Rules for the Use of Generated Content

5.1. Unless otherwise provided by the agreement for the use of a specific software product and service when distributing Generated Content, the User must explicitly convey information that the Generated Content was created using an AI service. The Bank and SberTech have the right to establish rules and instructions mandatory for the User regarding the labeling and/or attribution of Generated Content separately for each AI service and to post such rules and instructions on the information resources of the Bank or SberTech.

5.2. The user is not entitled to remove any marks or signatures from the Generated Content that are generated by the AI service automatically and indicate that the Generated Content was created using the AI service.

5.3. The user is obliged, when distributing Generated Content containing information or Content that requires labeling in accordance with the current legislation of the Russian Federation, to independently carry out such labeling.

.

6. Additional Rules for the Use of AI Services

6.1. In the case of the User utilizing the AI service to create their own online services and provide services to consumers, the User is obliged to:

6.2.16. clearly inform consumers about the use of AI services in the process of providing such services and delivering services, as well as the possible limitations and consequences associated with such use;

6.2.17. clearly inform consumers about the use of AI services in the operation of any automated systems and products of the User, including, but not limited to, chatbots, voice and virtual assistants, etc.

6.2. The use of the AI service for commercial purposes, including providing services to third parties, in advertising and promotion of goods, works, services, etc., is possible provided that a corresponding agreement is concluded with the Bank or the Bank's partner or SberTech, allowing the use of the AI service for such purposes.

6.3. The use and distribution of the results of intellectual activity created by the User with the use of the AI service (hereinafter referred to as the Work) is permitted only upon the User's compliance with the following requirements:

6.2.16. accompany the published Work of the User with their name or the User's trade name;

6.2.17. explicitly indicate the role and contribution of the AI service in the creation of the Work;

6.2.18. verify that the Work does not contain Prohibited Content.

7. Miscellaneous

7.1. The policy may be changed unilaterally by the Bank and SberTech. Before starting to use the AI service, the user is required to familiarize themselves with the version of the Policy in effect at the time of commencing use of the AI service.

.

User Agreement for GitVerse AI Cup Participant

This agreement regulates the relationship of using the GitVerse AI Cup by the participant and establishes civil rights and obligations between the owner of the GitVerse AI Cup - Joint Stock Company "Sberbank - Technologies" ("SberTech" JSC), INN 7736632467, OGRN 1117746533926, address: 117105, Moscow, Novodanilovskaya Naberezhnaya, 10 (hereinafter referred to as **"SberTech" or "Organizer"**) and the Participant (hereinafter referred to as the "Agreement"). By using the GitVerse AI Cup, the Participant thereby accepts and agrees to comply with all the terms of this Agreement without exception. In the event that the Participant does not agree with the terms of the Agreement in whole or in part, they are obliged to cease any use of the GitVerse AI Cup.

1. Terms and definitions

1.1. **Cloud ID** is a Cloud.ru service for the authentication of an individual, providing Participant Authorization for access to the GitVerse AI Cup.

1.2. **Reward** – a prize intended for the Winner/Winners. May include a cash prize, a job offer and/or collaboration, participation in an additional selection, etc. The exact description of the Reward, its type, its characteristics, and the timing and place of provision are determined in the Customer's Competition Rules.

1.3. **Task** – an assignment in the field of artificial intelligence, machine learning, and data science, posted on the GitVerse AI Cup;

1.4. **The Customer** is an individual who has entered into an Agreement with the GitVerse AI Cup Owner to organize a competition, offering a specific Task to be solved by providing the necessary data, and also guaranteeing a Reward to the Winner/Winners, with whom a contract is concluded based on the results of the Competition, under the terms outlined in the Agreement.

1.5. **Organizer** – the owner of the GitVerse AI Cup "SberTech" JSC based on the relevant concluded agreement with the copyright holder;

1.6. The GitVerse AI Cup is a multifunctional web GitVerse AI Cup available at the address: dsworks.ru, containing a set of interactive services that allow Participants to demonstrate their professional qualities in solving tasks in the fields of artificial intelligence, machine learning, and data science.

1.7. **Winner –** a Participant or a team of Participants in the Competition who have provided/successfully submitted a solution that meets all the required characteristics and has proven to be the best according to the criterion set within the framework of the Competition;

1.8. **The Competition** Rules is a document containing information about the conditions for holding a specific Competition, the availability and conditions for receiving a Reward, and defining the further relationship between the Participants and the Organizer within the framework of receiving such a Reward.

1.9. **RIA** refers to the results of intellectual activity, which include works of science, literature, and art; software for electronic computing machines (ECM); inventions; utility models; industrial designs; databases; and so on.

1.10. **Competitions** are an event held among Participants for the purpose of finding and proposing the optimal solution to the tasks set by the Customer.

1.11. **Participant** – a legally capable individual who has reached the age of 18 (eighteen), who has agreed to the terms of the Agreement, the Rules of the Customer's Competition, and, when necessary, has provided consent for the processing of personal data;

1.12. **Site** – a website located at the address dsworks.ru and its subdomain addresses.

2. GitVerse AI Cup Usage Rules

2.1. The agreement regulates the relationship between SberTech and the Participant arising from the use of the GitVerse AI Cup and its functionality and also defines the rights and obligations of SberTech and the Participant.

.

2.2.   The use of the GitVerse AI Cup under conditions other than those described in the Agreement is not permitted. The current version of the Agreement is available on the Website.

2.3. Before each use of the GitVerse AI Cup, the Participant agrees to familiarize themselves with the text of this Agreement. If the Participant does not agree with any specific provision or with the Agreement as a whole, they must cease any use of the GitVerse AI Cup (its functions and features). By expressing their agreement with the terms of the Agreement or with the amendments made to the text of the Agreement, the Participant thereby unconditionally and fully agrees with all the terms of this Agreement.

2.4. By starting to use the GitVerse AI Cup, the Participant thereby performs conclusive actions expressing the Participant's full and unconditional agreement to enter into this Agreement on the terms set forth in this Agreement (without any limitations, exceptions, and/or omissions of the Agreement's terms), which, by virtue of Articles 435 and 438 of the Civil Code of the Russian Federation, constitutes the Participant's acceptance of SberTech's offer. Each use of the GitVerse AI Cup by the Participant signifies agreement with the terms of the Agreement as it was in effect at the time of the Participant's actual use of the GitVerse AI Cup. If the Participant does not agree with the provisions of this Agreement as a whole and/or with any specific provision, they must cease any use of the GitVerse AI Cup.

Any actions of the Participant (performed by the Participant) on the GitVerse AI Cup (including those related to the use of the GitVerse AI Cup) shall be deemed and recognized as actions of the Participant personally (performed directly by the Participant).

2.5. The agreement may be amended unilaterally by SberTech. Before starting to use the GitVerse AI Cup, the Participant is obliged to familiarize themselves with the version of the Agreement in effect at the time of beginning to use the GitVerse AI Cup. Any conclusive actions taken by the Participant after SberTech makes changes to the terms of this Agreement and publishes the new/modified version of the Agreement on the GitVerse AI Cup shall constitute the Participant's consent to amend the terms of this Agreement in accordance with the new/modified version published by SberTech on the Site. The relevant changes come into effect from the date of their publication on the Website, unless otherwise specified in the respective publication.

2.6. If the Participant does not agree with the changes being made and/or with the new version of the Agreement (including any specific provision or the new version of the Agreement as a whole), they must cease any use of the GitVerse AI Cup.

2.7.   SberTech makes efforts to ensure the GitVerse AI Cup operates around the clock but does not guarantee the absence of interruptions related to technical malfunctions or maintenance work. SberTech does not guarantee that the GitVerse AI Cup or any of its elements will function at any specific time in the future or that it will not cease operation.

3. Participant Registration

3.1.   After the Participant logs in through Cloud ID, the Participant gains access to the Site using the email and password provided during registration to participate in competitions and enters additional information on the Site.

3.2.   After providing additional information on the Site, the Participant is granted access to Tasks, to the extended features of the GitVerse AI Cup, as well as to information about Competitions started and completed by the Participant.

3.3.   A participant has the right to withdraw from the Competition and/or stop using the GitVerse AI Cup at any time by sending a request to the Organizer at the following email address: support@gitverse.ru

3.4.   After the Participant withdraws from the Competition and/or ceases using the GitVerse AI Cup, the Participant loses access to the Competitions and/or the GitVerse AI Cup. If you wish to re-register for the Competitions/ GitVerse AI Cup, you need to go through the process described in section 3.1 again.

.

4. General Terms and Conditions for Competitions

4.1.   The terms, procedure for conducting the Competition, requirements for Participants, methods for determining the Winner/Winners, and the procedure for receiving the Reward are established in the Customer's Competition Rules. The specified document is mandatory for review and acceptance by all Participants before the start of the respective Competition.

4.2.   The rules for conducting the Customer's Competition are located on the webpage describing the respective Competition, posted on the GitVerse AI Cup.

4.3.   By clicking the "Participate" button, the Participant confirms that they have read and understood the conditions of this Competition as outlined in the Customer's Competition Rules, agree to them, and undertake to comply with all the requirements specified therein, including checking for updates on a daily basis.

4.4.   Affiliated persons of the Organizer and other individuals directly or indirectly involved in organizing the Competition, including employees of the Customer and its affiliated persons, are not allowed to participate in the Competition. Employees of the Customer may be allowed to participate in the Competition on a non-competitive basis (without the aim and possibility of receiving a Reward). The specified employees cannot be part of the Participants' teams or interact with the Competition Participants in any other way.

5. Rights and Responsibilities of the Participant

5.1. The participant undertakes and guarantees:

5.1.1. comply with the provisions of the current legislation of the Russian Federation and this Agreement;

5.1.2.   provide accurate, complete, and up-to-date information during registration, in accordance with the legislation of the Russian Federation, ensure its updating, and create only one account;

5.1.3.   inform SberTech about unauthorized access to the Participant's personal page;

5.1.4.   do not provide access to other Participants to your own personal page or to specific information contained on it if this may lead to a violation of the legislation of the Russian Federation and/or this Agreement;

5.1.5.   The participant guarantees that they possess all necessary authority to perform actions on the GitVerse AI Cup and the legal capacity to enter into this Agreement;

5.1.6.   Independently review the Competition Rules, including checking for updates on a daily basis, and in case of disagreement with them, refrain from participating in the respective Competition or withdraw from participation in accordance with clause 5.1.17.

5.1.7.   Use software that is safe for the operation of the GitVerse AI Cup and other Participants, and does not allow for the possibility of altering the results of the Competitions.

5.1.8.   Upon request of the Organizer, promptly provide all data and materials used in the development of the solution, including training code, data processing and preparation methods, freely accessible public data collected to improve the solution, as well as mechanisms for their collection, processing, and modification

5.1.9.   Use licenses for solving Tasks that allow their free commercial use. In case of any doubts regarding the license, the Participant may seek its approval from the Organizer via the email specified in section 3.3. Agreements.

5.1.10. Grant the Organizer a simple (non-exclusive) license for the Participant's Intellectual Property if its use is necessary for participation in the Competition, for the duration of the exclusive right or until the Participant sends a notification of termination of the license period by sending it to the postal or electronic address specified in clause 3.3. Agreements.

5.1.11. Do not engage in private exchange of data and/or code, parts of code, source text with other Competition Participants and third parties.

5.1.12. Behave politely and correctly when communicating with representatives of the Organizer, the Customer, and other Participants.

.

5.1.13. Do not use methods such as deception, bribery, abuse, or other unfair practices to gain advantages over other Competition Participants.

5.1.14. Comply with the legislation of the Russian Federation and the provisions of the Agreement in full.

5.1.15. In the process of participation, observe the interests and rights of the Organizer, the Customer, other Participants, and third parties.

5.1.16. Independently review the GitVerse Privacy Policy and its amendments.

5.1.17. A participant may withdraw from the Competition, leaving the team participating in the Competition prior to the determination of the Winner in case of disagreement:

- with the Agreement;
- with the Rules of Conducting the Customer's Competition;
- with the terms of personal data processing specified in the GitVerse Privacy Policy, the Customer's Competition Rules, and/or other documents posted on the webpage describing the respective Competition;
- with changes made to the aforementioned documents by the Organizer or the Customer.

5.2. Participant is prohibited from:

5.2.1. mislead Participants about one's identity by using the account of another registered Participant;

5.2.2. misrepresent information about oneself, one's age, or one's relationships with other individuals or organizations, in accordance with the requirements of applicable legislation of the Russian Federation;

5.2.3. upload, store, publish, distribute, provide access to, or otherwise use any information that:

- contains threats, calls for violence, including hidden ones, approval and encouragement of violent actions, discredits, insults, defames the honor and dignity or business reputation, or violates the privacy of other Participants or third parties;
- violates the rights of minors;
- is vulgar or obscene, contains pornographic images and texts, or scenes of a sexual nature with or without the participation of minors;
- contains scenes of inhumane treatment of animals;
- contains a description of means and methods of suicide, any incitement to commit it;
- promotes and/or incites racial, religious, ethnic hatred or hostility based on gender, orientation, and other individual characteristics and traits of a person (including issues of their health);
- contains extremist materials;
- promotes criminal activity or contains advice, instructions, or guidelines for committing criminal acts;
- contains restricted access information, including but not limited to state and commercial secrets, information about the private life of third parties;
- contains advertising or describes the appeal of using narcotic substances, including "digital drugs" (sound files that affect the human brain through binaural beats), information on drug distribution, recipes for their production, and advice on their use;
- potentially may lead to the commission of unlawful acts by misleading the Participants or abusing their trust;
- violates other rights and interests of citizens and legal entities or the requirements of the legislation of the Russian Federation;
- illegally download, store, publish, distribute, and provide access to or otherwise use the intellectual property of Participants and third parties;

.

- send mass messages to other GitVerse AI Cup Participants without their prior consent and/or any other similar unsolicited mailings (spam), including using certain functional capabilities of the GitVerse AI Cup;
- use software and perform actions aimed at disrupting the normal functioning of the GitVerse AI Cup;
- upload, store, publish, distribute, and provide access to or otherwise use viruses, trojans, and other malicious software;
- use automated scripts (programs, bots, crawlers) for collecting information on the GitVerse AI Cup and/or interacting with the GitVerse AI Cup and its functionality without special permissio[3] to do so;
- by any means, including but not limited to deception, abuse of trust, hacking, attempt to gain access to another Participant's account;
- engage in the illegal collection and processing of personal data of others;
- to use the GitVerse AI Cup in any way other than through the interface provided by SberTech;
- place commercial, political, and other advertisements/announcements;
- perform authorization using "bots" or other automated methods;
- conduct commercial activities on the GitVerse AI Cup.

6.   Liability for Violation of Exclusive Rights.

6.1.   Violation by the Participant of any provision of clauses 5.1, 5.2. The agreements on the selection of the Organizer entail:
6.1.1.   Disqualification, with a ban on further participation in the Competitions and/or receiving a Reward.
6.1.2.   Restriction of access, blocking, or deletion of data related to participation in the Competitions.
6.1.3.   Prohibition, termination, or restriction of access to the Competition, as well as to the functions of the GitVerse AI Cup.
6.2.   In the event that, as a result of the Participant's unlawful actions, claims are made against the Organizer by third parties, or grounds arise for the application of administrative or other liability measures against the Organizer, the Organizer has the right to terminate the Participant's access to the Competitions and demand compensation for incurred expenses.
6.3.   By participating in the Competition, the Participant relies solely on their own knowledge, skills, and experience. Working on the GitVerse AI Cup does not provide him with additional advantages and does not guarantee the achievement of any results.
6.4.   By using the GitVerse AI Cup, the Participant agrees that the Organizer does not guarantee the preservation of information, uninterrupted operation of the GitVerse AI Cup, and round-the-clock access to the Competitions. Software and hardware errors, both on the side of the Organizer and the Participant, which result in the Participant's inability to access the GitVerse AI Cup, are considered force majeure circumstances and grounds for exemption from liability for the Organizer's non-fulfillment of obligations under the Agreement.

7.   Personal data

7.1.   The processing of the Participant's personal data within the framework of providing the GitVerse AI Cup and its individual functionalities is carried out to the extent determined by the GitVerse Privacy Policy.
7.2.   The entity organizing and carrying out the processing of the Participant's personal data when using the GitVerse AI Cup, as well as determining the composition of the data to be processed

---

[3]. "Special permission" refers to the appearance of new available functionality in the System, including the API.

.

SberTech is the entity responsible for personal data, the purposes of their processing, and the actions (operations) performed with personal data.

7.3.   SberTech processes the Participant's personal data in accordance with the Policy on the Processing and Protection of Personal Data and the GitVerse Privacy Policy.

7.4.   The processing of personal data for the purpose of providing the GitVerse AI Cup and ensuring the possibility of using its functionality is carried out by SberTech based on this Agreement for the duration of its validity.

7.5.   In cases where the processing of personal data is possible only based on the Participant's consent as the subject of personal data, SberTech obtains the Participant's specific, informed, conscious, and unambiguous consent for the processing of personal data before commencing such processing.

7.6.   Information about the purposes of processing personal data, the composition of personal data processed by SberTech, and the actions taken for their processing is provided in the GitVerse Privacy Policy.

7.7.   When providing the GitVerse AI Cup, SberTech does not process special categories of personal data and biometric personal data.

7.8.   When providing the GitVerse AI Cup and its individual functionalities, SberTech has the right to entrust the processing of Participants' personal data to third parties based on a contract concluded with them (operator's assignment).

7.9.   The participant is not entitled to distribute or otherwise disclose, when using the GitVerse AI Cup, including when filling out the account, as well as to transfer to SberTech and/or third parties, information related to special categories of personal data (concerning racial or ethnic origin, political opinions, religious or philosophical beliefs, health status, or intimate life) and information characterizing the physiological and biological features of a person, on the basis of which their identity can be established (biometric personal data).

7.10.   When using the GitVerse AI Cup, SberTech collects and subsequently processes automatically received data necessary for the correct and safe operation of web technologies, as well as other data in accordance with the Cookie Usage Policy.

7.11.   When conducting Competitions on the GitVerse AI Cup organized by the Customer, the processing of Participants' personal data, including the determination of the purposes and actions (operations) performed with the Participants' personal data, as well as the composition of the personal data to be processed, may be carried out directly by the Customer acting as an operator, or by other persons on its behalf in accordance with the conditions specified in the Customer's Competition Rules and/or other documents posted on the webpage describing the respective Competition or the Customer's resources.

8.   Other conditions

8.1.   SberTech ensures the functioning and operability of the GitVerse AI Cup and undertakes to promptly restore its operability in the event of technical failures and interruptions. SberTech is not responsible for temporary malfunctions and interruptions in the operation of the GitVerse AI Cup and the resulting loss of information. SberTech is not responsible for any damage to the Participant's or any other person's computer, mobile devices, any other equipment, or software caused by or related to downloading materials from the GitVerse AI Cup or via links posted on the GitVerse AI Cup.

9.   SberTech Disclaimer

9.1.   The GitVerse AI Cup and its functionality are provided "As is". SberTech makes no guarantees regarding whether the functionality of the GitVerse AI Cup may or may not be suitable for specific purposes of its use.

9.2.   Under no circumstances shall SberTech be liable to the Participant or any third parties for any indirect, incidental, or unintentional damages, including

.

lost profits or lost data, harm to honor, dignity, or business reputation caused in connection with the use of the GitVerse AI Cup, the content of the GitVerse AI Cup, or other materials accessed by the Participant or other persons through the GitVerse AI Cup, even if SberTech indicated the possibility of such harm.

9.3.   In any case, SberTech's liability is limited to an amount of 1,000 (one thousand) rubles, provided fault is established.

10.   Miscellaneous

10.1.   This Agreement is governed by and construed in accordance with the laws of the Russian Federation. Issues not regulated by the Agreement shall be resolved in accordance with the legislation of the Russian Federation.

10.2.   In the event of any disputes or disagreements arising from the execution of this Agreement, the Participant and SberTech will make every effort to resolve them through negotiations between them. In the event that disputes are not resolved through negotiations, they shall be resolved in accordance with the procedure established by the current legislation of the Russian Federation.

10.3.   This Agreement comes into effect for the Participant from the moment they join it and remains in force for an indefinite period.

10.4.   If for any reason one or more provisions of this Agreement are deemed invalid or unenforceable, this does not affect the validity or enforceability of the remaining provisions.

10.5.   An integral part of this Agreement is the Privacy Policy.

GitVerse.

.