

TERMS OF SERVICE.

The Russian Federation, the City of Moscow.
The Tenth of December, two thousand and twenty.

This user agreement ("the Agreement") under Articles 428, 435, 437 and 1286 of the Civil Code of the Russian Federation is an agreement between any natural or legal person ("the User") who expressed consent with this Agreement conditions by actions aimed at the use of the Service, and the Limited Liability Company "Business Club Stratton" ("the Administration"). The User's performance of actions aimed at using the Service, by virtue of Article 1286 of the Civil Code of the Russian Federation, is considered an unconditional acceptance (acceptance) of this Agreement. This Agreement, along with other additional terms and conditions that relate to the use of the Service and are available on the Service's website at <https://stratton.club/>, contains terms and conditions that apply to each User of the Service. By using the Service, the User agrees to these terms and conditions. If the User does not agree to any of the terms, the User must cease using the Service.

1. TERMS AND DEFINITIONS.

1.1. The parties have agreed that for this Agreement, the below-mentioned terms and definitions have the following meanings:

"Administration" - the Limited Liability Company "Business Club Stratton" (BKS LLC), formation date: 8 April 2020, Delaware State File Number: 7928241, HBS Record ID Number: 421287, Ein 38-4151423, that is the owner and right-holder of exclusive rights to the Service. Registered agent information: HARVARD BUSINESS SERVICES, INC. Address: 16192 Coastal Highway, city: Lewes, county: Sussex, State: Delaware, postal code: 19958, phone: 302-645-7400.

"User" - any legal or natural person, including an individual entrepreneur and a taxpayer of professional income tax, as well as a person registered under the legislation of the European Union who has agreed to the terms set out in this Agreement.

"Service" - under the name of the International Business Club "STRATTON CLUB", software for business owners, entrepreneurs and initiators of start-up projects, public figures, top managers of large companies that is a system of on-line services for communication, experience exchange, making transactions and obtaining resources for business on favourable terms, access to which the Operator temporarily provides the User at <https://stratton.club/>. Designed to work on smartphones, tablets and other User devices, mobile platforms. Includes an on-line communication platform, a mobile application, and a website <https://stratton.club/>, databases, program codes, know-how, algorithms, design elements, fonts, logos, as well as text, graphic and other materials, information, texts, graphic elements, images, photos, audio and video materials and other results of intellectual activity. The exclusive rights to the Service and any of its components belong to the Operator as the right-holder or licensee on the basis of a law, contract or other transaction.

"The purpose of the Service" is to provide rights to use software and databases via the Internet to ensure the ability to meet the current needs of business owners, entrepreneurs and initiators of start-up projects, public figures, top managers of large companies in unification, cooperation, communication; finding worthy partners in project implementation; increasing the customer base; attracting business investments; conducting business transactions on favourable terms; bringing business to the international level and scaling; gaining access to modern tools and technologies for business; access to new markets; sharing the experience with other participants.

"User documentation" - instructions and information materials explaining the Service utilisation by the User.

"Registration" - a procedure in which the User fills out a form on the Service, creates a username and password, transfers to the Administration the selected amount of the entrance membership fee to the International Business Club "STRATTON CLUB". The Registration is considered completed only if the User successfully passes all its stages, including Account activation by clicking on a unique code sent to the email address and/or mobile phone number specified by the User, and receipt of funds to the Administration's current account for the payment of the User's entrance membership fee.

"Account" - a set of records in the Administration database that identifies the User with the credentials (username and password) specified by him during the Registration and allows managing the parameters of the Service and the services available through the Service.

"User registration data" - data voluntarily provided or uploaded by the User during the Registration and further use of the Service. The data are stored in the Administration's database and are subject to use only under this Agreement and current Russian and international legislation.

"Authorisation" - a procedure in which the User enters his/her username and password in specially designated fields in the form of the Service interface or third-party web service in order to identify him/her, transfer the token to the Administration and determine the validity of the authority to access the Account and the full functionality of the Service.

"Token" - a unique set of characters that identifies the User in the accounts of third-party services (for example, Microsoft Authenticator, Google Authorization, social networks, Google Play, Apple AppStore, and others). The token allows making an authorised connection to the Service using authorisation through third-party services.

"Verification" - identification, confirmation of the User's identity and expression of will by confirming that the phone number or email address entered during the Registration belongs to the User, for example, by clicking on a unique link or entering a code received in an SMS message in a special field of the Service.

"Simple electronic signature" - an electronic signature that, through the use of codes, passwords or other means, confirms the formation of an electronic signature by a certain person under this Agreement.

"Terms of use" - a set of agreements between the User and the Administration, including this Agreement, additional terms and conditions that relate to the use of the Service, as well as other agreements that specify that they are included in the Terms of use of the Service.

"Personal data" - any information relating to an identified or identifiable natural person ("personal data subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, an individual taxpayer identification number, a social security number, bank details, year, month, date and place of birth, address, email address, a telephone number, family, social, property status, education, occupation, income, metadata that are transmitted to the Administration during the Service use applying the software installed on the User's device (including location data, the HTTP headers, an IP address, "cookies", information about the User's browser, the technical specifications of the User's hardware and software, the date and time of access to the Service, the addresses of requested pages of the Service and similar information), one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"GDPR" - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Statistics" - information about the Service use, as well as about the viewing by the Users of the certain Service's elements (web pages, frames, content, etc.), collected using the Counters, cookies, web beacons and other similar technologies.

"Counter" - a part of the Service, a computer program that uses a piece of code that is responsible for collecting statistical and personal data on the Service use. The Administration may use counters of its own design, as well as those provided by third parties under the terms of a limited license (license agreement), for example, Google Analytics, Yandex.Metrica, Google Firebase, Yandex.AppMetrica and other similar counters. Counters collect personal data in an anonymised form.

"IP address" - a number from the numbering resource of the data transmission network built based on the protocol IP (RFC 791), which uniquely determines when providing telematics communication services, including access to the internet, the subscriber's terminal (computer, smartphone, tablet, another device) or means of communication included in the information system and owned by the User.

"HTTP header" - a string in an HTTP message that contains a colon-separated name-value pair. The HTTP header format corresponds to the general ARPA text network message header format described in the RFC 822.

"Cache" - intermediate storage on the User's device of data that are received from the Service and requested more often than others with the highest probability, and can be accessed from the Cache at a much faster rate than fetching source data from a remote source (for example, a remote server or website).

"Cookies" - a small piece of data sent by the web server and stored on the User's device with the Counter installed. Cookies contain small pieces of text and are used to store information about how browsers work. They allow to store and receive identification information and other information on computers, smartphones, phones and other devices. The RFC 2109 and RFC 2965 describe cookie specifications. For the same purposes, other technologies are used, including data stored by browsers or devices, device-related identifiers, and other software. In this Agreement, all such technologies are referred to as "cookies".

"Web beacons" - images in electronic form (single-pixel (1x1) or empty GIF images). Web beacons can help the Administration in recognising certain types of information on the User's device, such as cookies, the time and date of viewing the page, and the description of the page where the web beacon is placed.

"Messenger" - an information system and/or computer program (mobile application, web service, web application, etc.) that is intended and/or used for receiving, transmitting, delivering and/or processing electronic messages of Internet users (for example, Skype, WhatsApp, Viber, etc.).

"Hash sum" - a mathematical value (a sequence of characters) calculated from a set of data by applying a certain algorithm, used within the framework of this Agreement to verify the integrity (authenticity) of electronic files during their transmission or storage. For this Agreement, Hash sums are calculated and verified using the MD5 and SHA256 algorithms.

1.2. All other terms and definitions found in this Agreement the parties shall interpret under the legislation of the Russian Federation, the current recommendations (RFC) of international standardisation bodies on the Internet and the usual rules of interpretation of the relevant terms established on the Internet.

1.3. For this Agreement, the terms and definitions can be used as singular or plural depending on the context, their spelling can be used with both uppercase and lowercase.

1.4. The titles of the headings (articles), as well as the design of the Agreement, are intended solely for the convenience of using the text of the Agreement and have no literal legal meaning.

2. SCOPE OF THE AGREEMENT.

2.1. This Agreement regulates the relations between the User, on the one hand, and the Administration, on the other hand, on granting the User the right to use the Service, and the procedure for using the Service.

2.2. This Agreement in its meaning and content is a mixed contract containing elements of a contract for the provision of a simple (non-exclusive) license to use the Service as software, concluded by virtue of item 5 of Article 1286 of the Civil Code of the Russian Federation in a simplified manner by joining the Agreement, and a contract between electronic interaction participants provided for by the Federal Law of 6 April 2011 No. 63-FZ "On Electronic Signature", concluded also by joining the Agreement under Article 428 of the Civil Code of the Russian Federation.

2.3. Under this Agreement, the Administration grants the rights to use the Service in accordance with its purpose and functionality described in the User documentation, including for the organisation of communication, exchange of experience, making transactions and getting resources for business on favourable terms.

2.4. In order to fulfil its obligations under the Agreement, the Administration has the right to involve third parties in the Agreement's execution without the consent of the User.

3. INTELLECTUAL RIGHTS TO THE SERVICE.

3.1. The Service, its content, components and individual components (including, but not limited to: software, mobile application, website, databases, program codes, know-how, algorithms, design elements, fonts, logos, as well as text, graphics and other materials) are intellectual property objects protected under the Russian and international legislation, any use of which is allowed only based on the permission of the Administration.

3.2. The Administration hereby grants the User for the entire term of the Agreement a simple (non-exclusive) license to use the Service, which is not subject to transfer or assignment by the User to third parties. Such a simple (non-exclusive) license should provide the User with the opportunity to use the Service under its purpose, considering the restrictions provided for in the Agreement.

- 3.3.** The license is valid in the territories of the Russian Federation, the European Union, and the rest of the world.
- 3.4.** Revocation of the license granted in accordance with this Agreement is carried out under the procedure established by law for refusal to perform the license agreement.
- 3.5.** The right to use the Service includes the right to reproduce the Service or individual sections of its code on the User's end device (computer, smartphone, tablet, etc.) in view to cache, and to launch using the tools of the target operating system to use the Service under its purpose.
- 3.6.** The right to use the Service does not include the right to make a copy of it.
- 3.7.** The use of the Service in accordance with the Agreement may also have other limitations in functionality specified in the User documentation of the Service.
- 3.8.** Granted the User a right of the Service use implies the right to use the Service updates within one version (minor upgrade of the current release, not a new version) or new versions (major upgrades – new releases, a new version), when available.
- 3.9.** The User agrees that he/she does not have the right (including the right to allow anyone) to modify, create derivative works, disassemble the Service into its component codes, reverse engineer, decompile or otherwise attempt to get the source program code of the Service or any part of it, except where there is a written permission of the Administration to perform such actions. Otherwise, the User is fully liable for such actions provided for in this Agreement, as well as international and Russian legislation.
- 3.10.** This Agreement does not provide for transferring intellectual property rights (or part thereof) by the Administration, except for a limited license that is granted based on the Agreement. No provisions of the Agreement constitute an assignment of the Administration's intellectual property rights or a waiver of these rights under the law.
- 3.11.** The Service contains or may contain computer programs that are licensed (or sub-licensed) to the User under the GNU General Public License or other similar open-source licenses, which, among other rights, allow the User to copy, modify, redistribute certain computer programs or parts thereof and access the source code. If such a license envisages for the provision of source code to users to whom the computer program is provided in the format of executable binary code (object code), the source code is made available upon request to the Administration's email address. If any license for open-source computer programs requires the Administration to grant rights to use, copy or modify open-source computer programs that go beyond the rights granted by the Agreement, such rights shall prevail over the rights and restrictions specified in the Agreement.

4. GENERAL RIGHTS AND OBLIGATIONS OF THE ADMINISTRATION, GUARANTEES.

- 4.1.** The Administration guarantees that it has all legal grounds for granting the User the right to use the Service under the Agreement. All rights to the Service and its components belong to the Administration, or other right-holders who have granted the Administration a non-exclusive license with the possibility of sub-licensing, including under the terms of an open license (LGPL, BSD, MIT, etc.).
- 4.2.** The Administration undertakes to make all reasonable efforts to ensure the stable operation of the Service, its gradual improvement, correction of errors in the work, however, it is provided to the User on an "as is" basis. This means that the Administration:
- does not guarantee the absence of errors in the operation of the Service;
 - is not responsible for the uninterrupted operation of the Service and its compatibility with the software and technical means of the User and other persons;
 - is not liable for causing any losses that have arisen or may arise in connection with or during the use of the Service;
 - is not liable for non-enforcement or improper enforcement of its obligations due to failures in telecommunications and energy networks, malicious programs, as well as unfair actions of third parties aimed at unauthorised access and(or) disabling the software and(or) hardware complex of the Administration.
- 4.3.** The Administration is not affiliated in any way or otherwise associated with the Users, works independently of them, does not aim to weaken their positions or otherwise affect their position, and does not attempt to derive income from their business reputation.

- 4.4.** The Administration guarantees the User the functionality of the Service, provided that the User utilises the latest versions of operating systems to access it: Google Android (version 4.4.2 and above) and Apple iOS (version 9 and above).
- 4.5.** The administration has the right to provide the User access to the Service and to maintain it in working condition, and to suspend the provision of access for the time needed to conduct planned preventive and remedial work on equipment without prior notice. Also, the Administration may suspend the User's access to the Service if there is any evidence that the User when registering or using the Service provided inaccurate personal information or used profanity in the username.
- 4.6.** The User agrees that the Administration has the right to use the User data provided during the Registration to conduct marketing activities related to the Service and to send to the User-provided e-mail address and(or) by SMS messages on User-supplied mobile number, and to place in the Account of advertising and informational messages at its discretion. The Parties have agreed to consider this clause as a preliminary consent of the User to receive advertising under Article 18 of the Federal Law of 13 March 2006 No. 38-FZ "On Advertising".
- 4.7.** The Administration reserves the right to contact the User by calling, sending SMS messages and e-mail messages in order to check the quality of the Service and to report information that is critical for the User.
- 4.8.** The Administration reserves the right to request the electronic copies of documents to identify the User. The Administration is also obliged to provide reliable contact information about the User at the request of registration institutions or law enforcement agencies in accordance with the law.
- 4.9.** To avoid cases of infringement of intellectual property rights of third parties, fraud and other illegal acts, the Administration reserves the right to request supporting documents to verify the registration data and the information submitted by the User, that the User must provide the Administration within 24 (twenty-four) hours upon the request. During such verification, the Administration has the right to restrict the User's access to the Service.
- 4.10.** The Administration reserves the right in case of violation of the terms of the Agreement by the User to terminate the User's access to the Service (including by blocking access to the Service through the IP address from which this User was registered or the largest number of visits to the Service was made by this User) and delete his Account with all his registration data unilaterally, without notification and indication of reasons, as well as with no compensation and refunds.
- 4.11.** The Administration reserves the right if the User does not use the Service for 12 (twelve) consecutive calendar months, to terminate this Agreement unilaterally out of court and delete the Account and all user registration data with no notice, as well as with no compensation and refunds.
- 4.12.** The Administration reserves the right to set any rules, limits and restrictions (technical, legal, organisational or other) on the use of the Service and may change them at its discretion, without prior notice to the User. In cases where this is not prohibited by law, the specified rules, limits and restrictions may be different for different categories of Users.
- 4.13.** The Administration undertakes to ensure the confidentiality and security of all data received from the User, except when such disclosure occurred through no fault of the Administration, and except as required by applicable international and Russian law or provided in the transaction, agreement, contract with the User.
- 4.14.** The Administration undertakes to provide technical support to the User in the form of written advice provided within 10 (ten) business days on issues related to the operation and use of the Service. Technical support is provided only at the official request of the User, made in the ways provided for in the Agreement for the exchange of notifications, messages and documents. The Administration's technical support service specialist can only be consulted on issues related to the operation and use of the Service. The specialist does not advise on issues that are not related to the operation of the Service.
- 4.15.** The User sends the request to the email address support@stratton.club, and it must contain a detailed description of the problem, screenshots of the User's receiving device that display the problem, and information about the operating system, hardware, and software versions that the User uses to access the Service. The Administration considers the User's request within 10 (ten) business days and sends him / her recommendations on how to fix the problem by e-mail. If the User does not comply with these recommendations, the Administration is not responsible for the correct functioning of the Service.
- 4.16.** The User is notified that sometimes the solution of a technical problem may take over 10 (ten) business days. In such cases, within ten days the Administration sends the User a corresponding notification to the email address specified during the Registration and suspends access to the Service for the period of fixing the problem.

5. GENERAL RIGHTS AND OBLIGATIONS OF THE USER, GUARANTEES.

5.1. The User guarantees that:

5.1.1. He/she is fully capable and has the legal capacity to enter this legally binding Agreement on his/her own behalf, or on behalf of the natural or legal person in whose interests he/she enters this Agreement.

5.1.2. Understands that the Administration does not provide legal advice and recommendations regarding the legislation or requirements that apply to the User, as well as regarding the User's compliance with current legislation and requirements.

5.1.3. Received all necessary consents and permissions provided for by regulatory legal acts for the placement, transfer and publication of personal data and(or) images of natural or legal persons that are specified by the User as part of his/her personal registration data. The User undertakes to comply with all relevant requirements and restrictions of regulatory legal acts in relation to them.

5.1.4. All information, documents, and materials provided by the User to the Administration are reliable, fully comply with regulatory legal acts, and the User legally has all rights to use them, including by posting them on the Service for use by other Users. The User did not hide the circumstances that could if discovered negatively affect the Administration's decision regarding the validity of this Agreement and its execution.

5.1.5. The acceptance of this Agreement does not violate the legal rights and obligations of the User to third parties.

5.1.6. Is not involved and is not associated in any way with any transaction or other obligation for which he is in a situation of non-compliance or must fulfil his/her obligations prematurely or participation in which may adversely affect the ability of the User to comply with his/her obligations under this Agreement, about which the User did not inform the Administration.

5.1.7. He/she has got all necessary consents and permissions provided for by regulatory legal acts for the processing of personal data and/or images of natural persons that will be processed in this Agreement execution. The User undertakes to comply with all relevant requirements and restrictions of regulatory legal acts in relation to them.

5.2. The rights of the User:

5.2.1. The User has the right to use the Service in the ways that are not prohibited by this Agreement and current international and Russian legislation under its purpose and within its functionality.

5.2.2. With the technical problems, and also if the User receives messages from mailboxes in the domain @stratton.club, which are the unauthorised advertising newsletters or contain any prohibited by this Agreement materials, including the threat or a file with a suspected virus, and also if the User discovers facts giving a reason to believe that someone unauthorised has used the User's access to the Service, the User has the right to appeal to the Administration to clarify the situation and to take necessary measures.

5.2.3. The User has the right to contact technical support on the issues related to the Service specified in this Agreement.

5.2.4. The User has the right to ensure the safety of his/her personal data, as far as it depends on the Administration under current international and Russian legislation.

5.2.5. The User has the right to refuse calls, SMS messages, e-mail messages and other informational advertising newsletters at any time by notifying the Administration or disabling the corresponding newsletter in the Account.

5.3. The obligations of the User:

5.3.1. When using the Service, the User undertakes not to violate the intellectual rights of the Administration, other Users, or third parties.

5.3.2. The User undertakes not to use the Service for unauthorised obtaining of competitive advantages in economic activity, committed in violation of the norms of antitrust and other legislation.

5.3.3. The User is responsible for storing the login and password from the Account, used for authorisation, out of the access of third parties and timely changing them in case of loss or other need.

5.3.4. When using the Service, the User undertakes to have all the necessary permissions and powers from the owners of data that he/she uses when working with the Service under its purpose, in particular, to have all the necessary consents and permissions provided for by current legislation for the processing of personal data of natural persons that may need to be processed during the Service use. The User undertakes to comply with all relevant legal requirements and restrictions in relation to them.

5.3.5. The User is responsible before the Administration for providing accurate and up-to-date contact and registration information about himself/herself when using the Service. In the event of a change in the specified data, the User is obliged to inform the Administration about this by independently modifying his/her data.

5.3.6. The User agrees never and under no circumstances to use the Service to perform actions prohibited or restricted by international and Russian legislation.

5.3.7. The User is obliged not to cause damage to the Service, its components and modules in the course of its use, as well as technical and software tools, node machines of the Administration or other persons providing the Service operation, including by sending numerous requests to their IP addresses that cause a DDoS attack and a "denial of service" error.

5.3.8. The User agrees that he/she will compensate the Administration for any losses incurred by the Administration in connection with the User's Service use in violation of this Agreement and the rights of other Users, third parties (including intellectual, informational, etc.).

5.3.9. The User acknowledges and accepts that the IP address of the User device is fixed by technical means of the Administration, and with committing illegal acts, including acts that violate the rights of other Users, third parties, the owner of the device defined by the technical means of Administration by IP addresses ownership will be recognised liable for these illegal actions.

6. THE PROCEDURE FOR USING THE SERVICE.

6.1. This Agreement governs relations solely on the use of the Service under its purpose.

6.2. Using the Service under its purpose and functionality must be carried out by the Users in strict accordance with the regulatory legal acts of the Russian Federation and the User's country of residence.

6.3. The functionality of the Service and guidelines for its use are provided in the User documentation of the Service.

6.4. The User has the right to use the Service in full only after the Registration.

6.5. To Register, the User must provide reliable information about himself (last name, first name, email address, phone number) according to the form approved by the Administration, create a username and password, transfer to the Administration the selected amount of the entrance membership fee to the International Business Club "STRATTON CLUB". The Administration has the right to set password requirements (length, allowed characters, etc.).

6.6. The Registration is considered completed only if the User successfully passes all its stages.

6.7. Upon the Registration completion, the full functionality of the Service is available to the User under its purpose.

7. CONFIDENTIALITY.

7.1. The parties undertake to keep confidential all information passed to each other both in protected and unprotected channels, regardless of the presence or absence of markings indicating the status of the information as confidential, unless such disclosure occurred for reasons beyond the Parties, the reasons, and except for cases stipulated by the current legislation, or transaction, agreement, User agreement.

7.2. Disclosure of confidential information under this Agreement means an action or omission of one of the parties to the Agreement, as a result of which confidential information becomes known to third parties in the absence of the consent of its owner. The form of disclosure of confidential information to third parties (oral, written, using technical means, etc.) does not matter.

7.3. It is not a violation of confidentiality to provide confidential information at the legal request of law enforcement and other authorised state bodies and officials in cases and under the procedure provided for by applicable law, as well as to publicly, orally or in writing, indicate the fact that one Party is a counterparty to the other Party.

7.4. In the event of disclosure of confidential information to the specified authorities and/or persons, the Party that disclosed it shall notify the owner of the confidential information in writing of the fact of its provision, its content and the body to which it is provided, no later than 2 (two) business days from the date of disclosure.

7.5. Obligations relating to compliance with the terms of confidentiality are valid for an unlimited period.

7.6. If one Party discloses confidential information received from the other Party, the guilty Party undertakes to compensate all losses caused by this, including the missed profit, within 5 (five) business days after receiving a corresponding written request from the other Party.

8. THE PROCESSING OF PERSONAL DATA.

8.1. Acceptance of this Agreement and the use of the Service under it requires the provision, collection and/or use of a number of personal data. In particular, when providing access to the Service and using it, the Administration gets access to and uses a number of data related to the User-a natural person or his/her representatives-natural persons. The Administration's Privacy Policy regarding the Service is available at <https://stratton.club/en/documents/privacy-policy.pdf>.

8.2. The User, by Registering, putting the appropriate mark in the check-box, pop-up window, etc. in compliance with the Federal Law "On Personal Data" and the GDPR, provides the Administration with his/her consent to the processing of his/her following personal data:

8.2.1. last name, first name, patronymic (if any);

8.2.2. the address of the personal data subject, the number of his principal identification document and information as to the date of issue of that document and the body which issued it;

8.2.3. year, month, the date of birth;

8.2.4. location;

8.2.5. workplace, the type of economic activity carried out;

8.2.6. education;

8.2.7. photo;

8.2.8. video image;

8.2.9. the audio recording of the voice;

8.2.10. e-mail address;

8.2.11. mobile phone number;

8.2.12. the password to log in to the Service;

8.2.13. the data of social networks through which the User enters the Service;

8.2.14. token;

8.2.15. the HTTP headers;

8.2.16. the IP address of device;

8.2.17. cookies;

8.2.18. data collected by the Counters;

8.2.19. data got using the Web beacons;

8.2.20. information about the browser;

8.2.21. the technical specifications of the device and software;

8.2.22. technical data about the Service operation, including the dates and time of use and access to it;

8.2.23. the addresses of the requested Service pages;

8.2.24. geolocation data,

for the duration of this Agreement or for the period specified in the check-box, pop-up window, etc., for the following purposes:

- use of personal data of the Users who are natural persons utilising the Service on their own behalf to conclude and execute the Agreement;
- use of personal data of the Users who are natural persons utilising the Service on behalf of a natural or legal person represented by them to conclude and execute the Agreement;
- conducting statistical and other studies of the Service use based on anonymized data;
- compliance with the mandatory requirements of the legislation of the Russian Federation.

- 8.3.** Within the framework of the provided consent, the Administration is granted the right to perform any actions with the User's personal data, including, but not limited to: the collection, arrangement, accumulation, storage, specification (updating, changing), use, distribution, anonymizing, blocking, destruction, cross-border transfer of personal data to the Administration's partners, in particular the website hosting provider and the operator of the electronic platform for the mobile application distribution, as well as other necessary actions with personal data, considering the current legislation.
- 8.4.** The User's personal data processing is permitted using the following principal methods (but not limited to them): storage, recording on electronic media and their storage, compiling lists, marking.
- 8.5.** The User's personal data processing is permitted without the use of automation tools under the current legislation.
- 8.6.** The User's personal data processing under this Agreement is carried out by the Administration without the use of automation tools since such actions with personal data as the use, specification, dissemination, destruction of personal data concerning the User are performed with the direct participation of a natural person.
- 8.7.** It is allowed to process the User's personal data using DPM systems (Data Protection Manager), including those belonging to third parties and provided to the Administration based on the relevant contract or agreement, provided that the measures to protect the confidentiality of personal data are observed.
- 8.8.** The processing of personal data provided by the User while utilising the Service under the Agreement is carried out on the basis of clause 5 of part 1 of Article 6 of the Federal Law "On Personal Data", point (b) of Article 6(1) of the GDPR in connection with the need to conclude and execute this Agreement, to which the User is a party.
- 8.9.** The User's personal data processing under this Agreement is carried out without notifying the authorised body for the protection of data subjects under part 2 of Article 22 of the Federal Law "On Personal Data", since:
- 8.9.1.** the Administration processes the User's personal data received in connection with the conclusion and execution of the Agreement to which the User is a party, while the personal data are not distributed or provided to third parties without the User's consent and are used by the Administration only for the execution of the Agreement and the conclusion of other transactions with the User;
- 8.9.2.** the User's personal data received by the Administration are processed without the use of automation tools, that is, with the direct participation of a natural person, under Federal laws or other regulatory legal acts of the Russian Federation that establish requirements for ensuring the security of personal data during their processing and for observing the rights of personal data subjects.

9. LIABILITY, THE LIMITATION OF LIABILITY.

- 9.1.** A party that has not discharged the obligations under this Agreement or has discharged them improperly must compensate the other Party for the losses caused by such non-performance.
- 9.2.** The Administration under any circumstances is not liable for harm caused to the User during the use of the Service, including the User attempts to use the Service instead of the professional or specialised software, the Service use in emergencies, getting into unfavourable circumstances because of the Service use, for any indirect, incidental, unintentional damage, including the missed profit or lost data, harm the honour, dignity or business reputation caused in connection with the use of the Service or materials to which the User or other persons gained access through the Service, even if the Administration warned or pointed the possibility of such damage.
- 9.3.** The Administration is not responsible for losing the User's ability to access his/her Account (loss of the login and/or password from the account of a third-party service).
- 9.4.** The Administration is not liable for the User's lack of Internet access, for the quality of communication providers' services, for the stability of the connection and the availability of certain data transfer protocols.
- 9.5.** The Administration is not liable for the termination of the User's access to the Service for a reason that is not related to the guilty actions/inaction of the Administration.
- 9.6.** The Administration is not liable for the fact that the User transmits information using the Service via unprotected data transmission channels on the Internet and for the safety of information during its transmission.
- 9.7.** The Administration is not liable for the content the User can distribute using the Service.

9.8. The Service may contain links to other Internet resources. The User hereby agrees that the Administration is not liable for the availability of these resources and for the information posted on them, as well as for any consequences associated with the use of these resources.

9.9. Under any circumstances, the Administration is liable only if there is guilt in its actions/inaction, and such responsibility is limited to the amount of 100 (one hundred) rubles and cannot exceed this amount.

9.10. In all other cases, the Parties shall be liable for non-performance or improper performance of their obligations under this Agreement in accordance with the civil legislation of the Russian Federation.

10. FORCE MAJEURE.

10.1. A party is released from liability for partial or complete non-performance of obligations under the Agreement if it proves that proper performance was impossible due to force majeure, i.e. extraordinary, unforeseen and unavoidable circumstances that arose during the implementation of obligations under the Agreement and directly or indirectly affect its performance, which could not reasonably be expected at its conclusion, or avoided or overcome, as well as beyond the control of the Parties.

10.2. The circumstances of force majeure include, among others, military actions (declared or actual war), civil unrest, mass diseases (epidemics, pandemics, etc.), strikes, blockade, natural disasters (earthquake, flood, hurricane, etc.), fire, terrorist acts, sabotage, restrictions on transportation, restrictive measures of States, the prohibition of trade operations, including with individual countries, because of the adoption of international sanctions, as well as disconnection of data centres located on the territory of the Russian Federation from the global Internet and blocking of servers or connections by supervisory authorities.

10.3. To the force majeure circumstances shall not be referred, in particular, business risks such as the violations of obligations on the part of the debtor's counter-agents, or the absence on the market of commodities, indispensable for the discharge, or the absence of the necessary means at the debtor's disposal, as well as the financial and economic crisis, currency fluctuation, devaluation of the national currency, the criminal actions of unidentified persons.

10.4. In the event of force majeure, each Party must immediately notify the other Party in writing. The notice must contain data on nature and expected duration of force majeure circumstances, the impact on the ability to fulfil obligations under the Agreement. If possible, but not necessarily, the notification is accompanied by official documents certifying the existence of these circumstances and assessing their impact on the ability of the Party to fulfil its obligations under the Agreement.

10.5. In the event of force majeure, the deadline for the Party to fulfil its obligations under the Agreement is postponed in proportion to the time during which these circumstances and their consequences apply, if such a change in terms is possible and/or appropriate.

10.6. The party has the right to refuse to perform the Agreement with reference to the impossibility of performing obligations because of the occurrence of force majeure circumstances, if the change in the terms of performance by the Party of obligations under the Agreement is impossible and/or impractical, or the force majeure circumstances and their consequences are valid for over 2 (two) months, or the Parties have not agreed on alternative ways of executing the Agreement. The initiating Party shall notify within a reasonable time the other Party of the refusal to perform the obligations under the Agreement.

10.7. In the event of a party's refusal to perform this Agreement with reference to the impossibility of its execution for force majeure, neither Party will have the right to demand compensation from the other Party for possible or existing losses.

11. STATEMENTS RELEVANT IN LAW.

11.1. Documents, applications, notifications, and other statements under this Agreement can be in sent in writing as a paper or electronic document, statement in accordance with the agreement between participants of electronic interaction, see "Agreement Between Participants of Electronic Interaction" of this Agreement. In particular, by sending an electronic document, a statement to the e-mail address or by exchanging messages through the Account.

11.2. Any statement has legal force only if it is sent by one of the Parties to the other Party through the Account and(or) to the postal or e-mail addresses specified in this Agreement or in the User's Account, or by the User when he/she addresses the Administration with the presentation of an identity card or is sent through messengers or phone numbers (SMS message) specified in the same ways.

11.3. Any statement can be delivered in person or sent by registered mail, and is considered received by the addressee:

- when delivered in person to the addressee or his/her representative - on the date of delivery;
- when sent by registered mail - on the date specified in the receipt confirming the delivery of the postal item by the communication organisation.

11.4. A statement shall be also deemed delivered if it has come to the addressee, but due to the circumstances dependent on him/her has not been handed in thereto or the addressee has not been familiarised with it.

12. DISPUTE RESOLUTION.

12.1. All disputes in connection with the Agreement are resolved in accordance with the legislation of the Russian Federation.

12.2. In the event of a dispute, the party will take measures for its pre-trial settlement by sending a written claim (demand) to the other party.

12.3. Any claims (demands) of the User must be sent to the Administration by sending an electronic statement in the ways provided for in the sections "Statements Relevant In Law" and "Agreement Between Participants of Electronic Interaction" of this Agreement. The Administration is not responsible and does not guarantee answers to claims (demands) sent to it in any other way.

12.4. The Administration undertakes to review the claim within 10 (ten) business days and send a response in the same manner as the claim was received. The Administration does not consider the claims of the Users who cannot be identified based on the data provided by them during the Registration (including anonymous claims). If the User does not agree with the reasons given by the Administration in the response to the claim, the dispute settlement procedure is repeated.

12.5. If the parties are unable to settle the dispute in a pre-trial manner, it may be transferred to the state court at the Administration's location after 30 (thirty) calendar days from the date of sending the first claim (demand), for resolution under the Russian law provisions.

13. AGREEMENT BETWEEN PARTICIPANTS OF ELECTRONIC INTERACTION.

13.1. The rules given in this section are a multilateral agreement between all the Users, both among themselves and with the Administration, as between participants (parties) of electronic interaction under Article 6 of the Federal Law of 6 April 2011 No. 63-FZ "On Electronic Signature", establishing cases of recognition of electronic documents (including primary accounting documents) signed with a simple electronic signature, equivalent to documents on paper, signed with a handwritten signature.

13.2. The formation of a simple electronic signature of the User is carried out using a specific key of a simple electronic signature corresponding to a specific method of exchanging electronic documents. The User agrees to use the simple electronic signature key to sign electronic documents with his/her simple electronic signature.

13.3. The formation of a simple electronic signature of the Administration is carried out using a specific key of a simple electronic signature corresponding to a specific method of exchanging electronic documents. An electronic document is considered signed by the simple electronic signature of the Administration if it was established that the Administration used the key of simple electronic signature, which coincides with the Administration's key of simple electronic signature, available in its information systems.

13.4. The User's simple electronic signature certifies the signing of an electronic document by the User, and the Administration's simple electronic signature certifies the signing of an electronic document by the Administration.

13.5. Information in electronic form as an electronic document or electronic statement is legally valid only if it is sent to the addressee's e-mail address from the sending party's e-mail address that are specified in this Agreement or in the

Account or by the User when he/she addressed the Administration with the presentation of an identity card, as well as sent using the messengers or phone numbers (SMS message) or through the Account, specified in the same ways.

13.6. A simple electronic signature of the Party is contained in the electronic document itself. A simple electronic signature of the User contains information indicating the person who signed the electronic document (last name, first name and patronymic, if any), the date and time of signing the electronic document. A simple electronic signature of the Administration contains information indicating the last name, first name and patronymic (if there is a patronymic) of the Administration's employee who signed the electronic document, his/her position, date and time of signing the electronic document.

13.7. To verify a simple electronic signature, software, hardware and other Administration's tools are used. The Administration refuses to accept an electronic document in case of a negative result of verification of the User's simple electronic signature.

13.8. The fact of creating an electronic document signed with a simple electronic signature, as well as the fact and result of verification of a simple electronic signature and other actions of the Administration and the User are recorded in electronic journals in the information systems of the Administration.

13.9. The User has the right to receive from the Administration a copy of the electronic document signed by the Administration on paper, which displays information about the signing of the electronic document with simple electronic signatures of the User and the Administration, the Administration's stamp "copy is correct" and the Administration's own signature.

13.10. When transmitting information in the form of electronic files, the value of the Hash sum can be used to confirm their authenticity (immutability).

13.11. For this Agreement, the information in the electronic form, directed by the one Party using her email address to the email address of the other Party, is considered signed with a simple electronic signature in the form of an e-mail address (login), which is contained in the electronic message, the key of a simple electronic signature (a pair username-password) is applied under the rules established by the operator of the e-mail service, and the electronic message contains information indicating the Party on whose behalf the e-mail message was sent. An electronic document is considered to be signed with a simple electronic signature if the fact of delivery of an electronic message from the sending Party's e-mail address is established.

13.12. For this Agreement, the information in electronic form sent by the one Party to the other Party using the messenger is considered to be signed by a simple electronic signature in the form of the User ID in the messenger, which is contained in the electronic message itself, the key of a simple electronic signature (a login and password pair) is used under the rules established by the messenger operator, and the electronic message contains information indicating the Party on whose behalf the electronic message was sent. An electronic document is considered to be signed with a simple electronic signature if the fact of delivery of an electronic message in the messenger with the identifier of the sending Party is established.

13.13. For this Agreement, the information in electronic form sent by the one Party to the other Party using the Account is considered to be signed by a simple electronic signature in the form of a User ID in the Account (login), which is contained in the electronic message itself, the key of a simple electronic signature (login and password pair) is used under the rules established by the Administration in this Agreement, and the electronic message contains information indicating the Party on whose behalf the electronic message was sent. An electronic document is considered to be signed with a simple electronic signature if the fact of delivery of an electronic message from the sending Party's Account is established.

13.14. For this Agreement, the information in electronic form sent by the one Party to the other Party via SMS is considered to be signed by a simple electronic signature in the form of the User's mobile phone number specified during the Registration, which is contained in the electronic message itself, the key of a simple electronic signature (a unique code from the SMS message) is used under the rules established by the Administration in this Agreement, and the electronic message contains information indicating the Party on whose behalf the electronic message was sent. The electronic document is considered to be signed with a simple electronic signature if there are established facts of sending to the User's mobile phone of an SMS message with a unique code and the User's applying of the unique code by entering it in the special field of the Service for signing an electronic document.

13.15. Information in electronic form, signed with a simple electronic signature of the sending Party, is recognised by the Parties as an electronic document equivalent to a paper document signed with the handwritten signature of the relevant Party.

13.16. Each of the Parties undertakes to respect the confidentiality of the key of a simple electronic signature in the form of a login and password from the information system of the operator of e-mail services, messenger, Account. In case of unauthorised access to the specified username and password, their loss or disclosure to third parties, the Party must inform immediately the other Party and take measures to restore access and/or replace the username and password.

13.17. The electronic security measures taken by the Administration do not guarantee absolute protection of information from damage or interception, as well as from other possible negative consequences. The User agrees that there are risks associated with the transmission of information in electronic form, including the risk of unauthorised use by third parties of personal data applied for data verification and Authorisation of the User, violation of the confidentiality of the simple electronic signature key and its use by third parties.

13.18. The use of a simple electronic signature for signing primary accounting documents in electronic form is allowed until the adoption, pursuant to section 4 of part 3 of Article 21 of the Federal Law No. 402-FZ of 6 December 2011 "On Accounting", of the relevant federal accounting standard, which will establish the electronic signatures used for signing accounting documents. If the relevant accounting standard prohibits the use of a simple electronic signature for signing primary accounting documents in electronic form, the specified section of this Agreement shall terminate without termination of the Agreement as a whole.

14. VALIDITY OF THE AGREEMENT.

14.1. This Agreement is concluded between the Parties for an indefinite period. The current version of the Agreement is available on the Internet at <https://stratton.club/en/documents/terms.pdf>.

14.2. The User CONFIRMS that he has read all the Agreement provisions, understands and accepts them.

14.3. The Administration reserves the right to unilaterally and without prior notice to the Users to change the terms of the Agreement while posting its final version at the above address 10 (ten) days before the changes take effect. The new version of the Agreement becomes mandatory for all previously registered users of the Service from the date of its entry into force.

14.4. The User's removal of his/her Account from the Service is considered a refusal to use the Service and termination of this Agreement unilaterally out of court on the User's initiative from the moment the Account is deleted.

14.5. To delete the User's registration data and Account, the User must make a relevant request to the Administration at the email address support@stratton.club.

14.6. The deleting by the Administration of the User Account from the Service, in case the User has not utilised the Service within 12 (twelve) calendar months in a row, is considered a refusal of Service rendering and termination of this Agreement in a unilateral extrajudicial manner by the Administration since the removal of the Account.

14.7. Termination of this Agreement implies its termination in all meanings, including in the part of the agreement between the participants of electronic interaction, upon the termination of which the User is considered to have ceased electronic interaction with other participants.

15. BANK DETAILS.

The Limited Liability Company "Business Club Stratton" (BKS LLC), formation date: 8 April 2020, Delaware State File Number: 7928241, HBS Record ID Number: 421287, Ein 38-4151423, registered agent information: HARVARD BUSINESS SERVICES, INC. Address: 16192 Coastal Highway, city: Lewes, county: Sussex, State: Delaware, postal code: 19958, phone: 302-645-7400.