User Agreement

This user agreement (the "Agreement") governs the relationship between the Autonomous Non-Profit Organization "International and Comparative Law Research Center", which administers the websites available at https://iclrc.ru/ and https://iclrc.org/, including their subdomains (the "Administration"), and any person using the website (the "User"). It also sets out the terms on which the User is granted an open licence to the Research Materials.

1. General Provisions

1.1. This Agreement constitutes a public offer.

1.2. The Administration reserves the right to amend the terms of this Agreement unilaterally. Any amendments shall take effect upon publication of the revised version on the website.

2. Terms of Use of the Website

2.1. By beginning to use the website, including by browsing its pages, the User agrees to the terms of use of the website.

2.2. The User undertakes to use the website exclusively for lawful purposes and not to take any action that may disrupt the normal operation of the website or infringe the rights of third parties.

2.3. The website is provided on an "as is" basis. The Administration does not guarantee uninterrupted operation of the website and shall not be liable for any direct or indirect damages arising from its use, to the extent that such limitation of liability is permitted by the laws of the Russian Federation.

2.4. The Administration may restrict access to the website if the User breaches the terms of this Agreement.

3. Terms of Use of the Research Materials

3.1. For the purposes of this Agreement, "Research Materials" means research papers, reports, reviews, monographs, articles and other scholarly and analytical publications posted on the website by the Administration, the exclusive rights to which belong to the Administration, unless a different usage regime is expressly specified for a particular item.

3.2. The Research Materials are provided on an "as is" basis; neither the Administration nor the author shall be liable for any losses that may result from their use.

3.3. The Administration grants the User a non-exclusive, royalty-free licence to reproduce, distribute and make the Research Materials available to the public in unaltered form exclusively for non-commercial purposes, throughout the world, for the term of the Administration's exclusive rights in the relevant item of Research Materials, unless the licence is terminated earlier in accordance with clause 3.5. of this Agreement.

- Any use of the Research Materials for commercial purposes without the Administration's prior written consent is strictly prohibited.
- Translation, adaptation or any other modification of an item of the Research Materials is permitted only with the Administration's prior written consent.
- The User is not entitled to grant sublicences to third parties.
- The open licence is accepted when the User begins to use a particular item of the Research Materials in any of the ways provided for in this clause.

3.4. The Research Materials may be quoted in the cases and within the limits provided for by the laws of the Russian Federation, to the extent **justified by the purpose of the quotation**. The

author's name (if the author information is available on the website), the title of the material, and the Administration as the source must be acknowledged. When a quotation is posted online, a hyperlink to the source page must also be provided, where technically feasible.

3.5. Revocation of the Licence

- The Administration reserves the right at any time to revoke, in whole or in part, the open licence granted under clause 3.3. of this Agreement in relation to a specific User or a particular item of the Research Materials.
- Unless otherwise stated in the notice, the licence shall terminate 30 calendar days after the User receives the Administration's notice or, if the User's contact details are unknown, 30 calendar days after the notice is posted on the page of the relevant item of the Research Materials.
- If the User breaches the terms of the licence, a rights holder makes a substantiated claim, or it is discovered that the Administration does not hold the necessary rights, the Administration may demand the immediate cessation of use. In that case, the User undertakes to cease using the relevant item of the Research Materials and remove it from the User's resources within 24 hours after receiving the relevant demand.
- Termination of the licence does not affect acts of use of the relevant item of the Research Materials that were lawfully completed before the termination date and does not limit cases of free use permitted under the laws of the Russian Federation.
- Changes to the terms of the open licence apply to use of the Research Materials that begins after publication of the revised version and do not, in themselves, terminate previously concluded licence agreements.

4. Terms of Use of Other Materials Posted on the Website

4.1. All other materials posted on the website that are not Research Materials (texts, graphic images, design, logos and software code) are protected by intellectual property laws; the exclusive rights to them belong to the Administration or the relevant rights holders.

4.2. Texts may be quoted in the cases and within the limits provided for by the laws of the Russian Federation, to the extent justified by the purpose of the quotation, provided that the author (if identified), the title of the material and the Administration as the source are acknowledged. When a quotation is posted online, a hyperlink to the source page must also be provided, where technically feasible.

5. Dispute Resolution and Governing Law

5.1. All disputes and disagreements arising in connection with the performance of this Agreement shall be resolved through negotiations. A pre-trial claim procedure shall be followed where required by the laws of the Russian Federation. The period for responding to a claim is 30 (thirty) calendar days.

5.2. If no agreement is reached, the dispute shall be submitted to a court in accordance with the jurisdictional rules established by the laws of the Russian Federation.

5.3. This Agreement shall be governed by and construed in accordance with the laws of the Russian Federation.

6. Final Provisions

6.1. The User may contact the Administration with any questions relating to the use of the website and its Research Materials by email at info@iclrc.ru.