



DEFKOM

Terms of Use

1. BASIC PROVISIONS

1.1. This fair use policy sets forth the terms and conditions of cooperation between S.A.M.DEFKOM, as the rights holder of the www.defcom.com website (hereinafter Developer, We, Us), and the visitor(s)/user(s) of the www.defcom.com website (hereinafter User or You), jointly referred to as the Parties and separately as the Party, on which terms and conditions the Developer shall provide to the User access rights to the www.defcom.com website (hereinafter Website or Our Website). This Fair Use Policy applies to all Users of Our Website. By using Our Website You accept and agree to adhere to all principles of this Fair Use Policy, which supplements the terms of use of Our Website.

2. PROHIBITED USE

2.1. You may use Our Website for lawful purposes only. You must not use Our Website:

2.1.1. In any manner, which would violate any applicable local laws, governmental acts or international conventions, treaties or regulations.

2.1.2. In any unlawful or fraudulent manner or with unlawful or fraudulent intent.

2.1.3. For the purpose of causing damage to any person(s) or of attempting to cause damage in any manner whatsoever.

2.1.4. To send, purposefully receive, forward, download, use or repeatedly use any materials not complying with international standards regulating information permitted for transfer and dissemination.

2.1.5. To send or cause to be sent any advertising materials if:

2.1.5.1. Advertising and/or distributing such products (services) is prohibited by applicable international and local legislation; advertising and/or distributing such products (services) is not allowed in the given or any other form by the developer of such a product (service), by the rights holders of such an advertisement and/or product (service), or by respective local censoring authorities (if any);

2.1.5.2. no due consent or interest has been expressed on the part of the recipient of such an advertisement regarding the sending and receiving of such advertising materials;

2.1.5.3. or other forms of unsolicited information (SPAM)

2.1.6. Intentionally transmit any data, send or forward any materials containing viruses, trojan horses, worms, time bombs, keystroke loggers, spyware, adware, other malicious software or any similar computer code developed with the intention of affecting the operation of any software or hardware in a manner that is adverse.

2.2. You also agree:

2.2.1. Not to reproduce, dub, copy or re-sell any fragments of Our Website, as well as data and/or files located on Our Website with open, limited or restricted access; not to violate any other related laws (including, but not limited to, trademark, patent or intellectual product use rights), in contradiction to the provisions of the Website terms of use.



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2.2.2. Not to hinder, harm or disrupt the operation of Our Website;

2.2.3. Not to obtain unauthorized access to:

2.2.3.1. any fragment of Our Website;

2.2.3.2. any equipment or network hosting the Website;

2.2.3.3. any software used for providing Our Website;

2.2.3.4. any equipment, network or software owned or used by any third party.

3. INTERACTIVE SERVICES

3.1. We reserve the right to provide Interactive Services on Our Website.

3.2. Interactive Services: services provided by the Developer in real time.

3.3. In providing any Interactive Services, we will supply You with precise information regarding the type of services provided, whether they are moderated, and what type of moderation is used (including whether it is manually controlled or automatic).

3.4. We undertake to make all possible effort to evaluate all potential risks for Users (including children) from third parties when using any of the Interactive Services provided on Our Website. In each particular case we also determine whether it is practicable to moderate a service (including the type of moderation) in view of such risks. However, we are not obliged to supervise, control or moderate any Interactive Services provided on Our Website, and we also expressly exclude any liability on our part for any loss or damage arising from the use by any User of any of the Interactive Services in contradiction to our content standards, regardless if such a service is moderated or not.

3.5. Underage persons require the consent of a parent or guardian to use any of our Interactive Services. Parents allowing their children to use Interactive Services should be aware that it is important to discuss Internet security with their children, as moderation is not reliable and can't guarantee full protection from inappropriate content. Underage persons using any Interactive Services must be informed about the potential risks.

3.6. If We moderate an Interactive Service we usually make public the moderator's contact information, in case of any questions or difficulties.

4. WEBSITE CONTENT STANDARDS

4.1. These Website Content Standards apply to any material, data, information that You transmit via Our Website and to any related Interactive Services.

4.2. You are obliged to adhere to the spirit and letter of the below Standards. These Standards apply to any data or part thereof which might be transmitted by You.

4.2.1. Data must:

4.2.1.1. Be reliable (if facts are involved).

4.2.1.2. Be authentic (if opinions are involved).

4.2.1.3. Comply with applicable laws pertaining to countries where the data recipient and sender are residents.

4.2.2. Data must not:

4.2.2.1. Contain any defamatory material.



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- 4.2.2.2. Contain any obscene, insulting, hateful or hatred-inciting (provocative) materials.
- 4.2.2.3. Contain or advertise sexually explicit materials.
- 4.2.2.4. Advocate violence.
- 4.2.2.5. Advocate discrimination on the basis of race, gender, religion, nationality, sexual orientation, age or any other personal attribution.
- 4.2.2.6. Infringe copyright, database or trademark rights not owned by the person undertaking or aiding such actions.
- 4.2.2.7. Potentially mislead any persons.
- 4.2.2.8. Be in breach of any legal obligations before third parties, such as contractual or non-disclosure obligations.
- 4.2.2.9. Advocate any unlawful activity. Threaten, infringe upon or violate any person's privacy or cause irritation, inconvenience or unwanted concern. Cause any person's concern, disappointment, confusion, alarm or irritation.
- 4.2.2.10. Be used for the purpose of committing identity theft or distorting facts about Your identity or about your liaisons with any other persons. Give the impression that You act on behalf of our company or are an employee thereof, if this is not the case.
- 4.2.2.11. Support, advocate or help any unlawful actions such as, including, but not limited to, copyright infringement or criminal use of a computer.

5. SUSPENSION AND TERMINATION

- 5.1. We will determine, at our discretion, whether there has been a violation of this Fair Use Policy as a result of your using Our Website. If this policy is violated, we reserve the right to pursue any course of action we deem practicable.
- 5.2. Failure to adhere to the principles of this Fair Use Policy constitutes a material breach of the Website Terms of Use, subject to which you have the right to use Our Website, and in this case we shall be entitled to undertake the following:
 - 5.2.1. Immediate, temporary or permanent deprivation of the right to use Our Website.
 - 5.2.2. Immediate, temporary or permanent deletion of any messages or materials You may have uploaded to the Website.
 - 5.2.3. Sending You a warning notice.
 - 5.2.4. Litigation against You for indemnity of all expenses (including, but not limited to, reasonable administrative and court expenses) arising from such a violation.
 - 5.2.5. Additional litigation against You if accused of another criminal act connected with Your offense.
 - 5.2.6. In connection with a breach of this Fair Use Policy, disclosure to law enforcement agencies of such information as we may deem necessary.
- 5.3. We exclude any liability for actions by third parties or the Developer's failure to comply with the terms of this Policy between the parties, performed in response to breaches of this Fair Use Policy.



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5.4. Responsive actions described in this Policy are not exhaustive, and we reserve the right to undertake any other actions compliant with the current law, which we reasonably may deem practicable.

6. AMENDING THE FAIR USE POLICY

6.1. The Developer may amend this Fair Use Policy at any time, by making amendments to this page.

6.2. Users should check this page to be aware of any amendments made by the Developer, as they are legally binding upon Users. Users must read every new version of this Policy independently and in full. The Developer shall inform registered Users about Agreement updates by publishing the new version of the Agreement on the Website.