

Website and Personal Information Terms of Use

1. Definitions

- 1.1. **Website:** the content of web pages posted online at .
- 1.2. **Website User:** a person viewing the Website pages and using the Website services through a web browser.
- 1.3. **Unregistered User:** a user that does not have a Website user account.
- 1.4. **Registered User:** a user that has a Website User Account and posts his or her personal information on the Website to look for work.
- 1.5. **Company:** an entity posting vacancies to the Website to look for personnel and using the resumes available on the Website. Any User is hereby advised of these Terms of Use which he or she understands and acknowledges (hereinafter, the Terms), including the notion of "Company" denoting a collection of legal entities comprising AO OMK as well as each of the companies belonging to the same group as AO OMK as per the provisions of the Federal Anti-Trust Statute with each of the above companies capable of acting as an employer.
- 1.6. **Registered User Account:** a unique login associated with a password for access to a personal User profile. The unique login is the email address supplied by a user during his or her enrollment on the Website.
- 1.7. **Personal Information:** data containing any information of a Registered User (full name, date of birth, address, marital status, education, occupation, employment descriptions, other discretionary job search information).
- 1.8. **Personal Profile:** a restricted section of the Website that a Registered User enters by sending his or her credentials (login and password) and where he or she has access to edit and delete personal information, resume, to send and receive messages to/from the Company, and other information.
- 1.9. **Resume Page:** a Website page containing Registered User information.
- 1.10. **Vacancy Page:** a Website page containing Company Vacancy information.

2. Object of Terms of Use

- 2.1. These Terms of Use represent a legal agreement between the Company and a User establishing the rules for using the Website, Registered Users posting personal information, and use of such information by the Company.
- 2.2. Use of the Website shall constitute unconditional acceptance of this offer.
- 2.3. A Registered User may post his or her personal information to his or her Personal Profile as may be required for an effective job search.
- 2.4. The posting of a Registered User's personal information has the objective of finding a matching vacancy and/or employment with the OMK Group, both current and future (by being entered into the candidate roster for possible future employment).

- 2.5. A Personal Profile does not have an expiration date and remains posted for as long as the owner of the personal information (Registered User) deems it necessary at his or her sole discretion.
- 2.6. These Terms of Use may not be construed as establishing an agency relationship, a partnership, a collaboration, personal engagement or any other relationship between the Company and a Registered User not explicitly contemplated hereunder.

3. Company Rights and Undertakings:

3.1. The Company shall:

- 3.1.1. Give a Registered User the capability to create, edit, and delete a Personal Profile by using the Website services. Creating a Personal Profile is equivalent to it being saved in the Company database until it is deleted;
- 3.1.2. Provide the capability to respond to the vacancies published on the Website and receive both Personal Profile and email messages (if the Registered User has given the relevant consent);
- 3.1.3. Provide Registered Users with the discretionary capability to delete personal as well as any other information posted to the Website via the Personal Profile at any time;
- 3.1.4. In the event that a Registered User should fail to discharge his or her obligations as set forth in Section 4 of these Terms, delete such Registered User's information without advising said User.
- 3.1.5. The Company shall implement (or procure the implementation of) legal, organizational, and technical safeguards that are necessary and sufficient to assure the discharge of obligations prescribed by privacy statutes and subordinate standards to protect personal information from unauthorized or inadvertent access, destruction, disabling, distribution, depersonalization as well as from any other tampering.

3.2. Company Rights

- 3.2.1. In the event that there is doubt whether the use Users are making of the Website is authorized, the Company may at any time and at its absolute discretion delete, disable, or modify a User Account without prior notice.
- 3.2.2. In the event that there is information that a User Account is being used by other Users or third-parties, the Company may at any time and at its absolute discretion delete, disable, or modify such a User Account without giving the user or such third parties prior notice.
- 3.2.3. The Company may monitor a User's IP address while such a User is accessing the Website, and if it is discovered that the User's IP address is being used by other users (or several other users), the Company may at any time and without giving the User prior notice prevent the Website from being accessed from such an IP address until such time as such an IP address is no longer being used by several users.
- 3.2.4. The Company shall not be liable for non-performance or improper performance hereunder or possible damages arising as a consequence of:
 - illegal actions by Internet users designed to breach the Website's security or prevent the Website from functioning normally;

- interruptions in the Website's availability resulting, inter alia, from logic errors, computer viruses, and other extraneous code fragments in the Website's software;
 - no Internet connection (unavailable connection, connection drop-out, etc.) between the User's server and that of the Website;
 - action by Government or municipal authorities as well as other bodies that is part of a police investigation and surveillance operation;
 - the Government (or other bodies) exercising control over the online economic activity of businesses and/or implementing restrictions making the Company's performance hereunder difficult or impossible;
 - other circumstances beyond the Company's control.
- 3.3.** The Company shall not be liable for any possible misuse of the Registered Users' personal information in the event that such results from:
- 3.3.1. technical faults in the software, servers, or computer networks beyond the Company's control;
 - 3.3.2. Website outages related to intentional or inadvertent Website misuse by third parties;
 - 3.3.3. disclosure by a Registered User of passwords or Website content to third parties that do not have access to this information;
 - 3.3.4. other similar circumstances outside the Company's control, all subject to Paragraph 3.1.5 of these Terms.
- 3.4.** The Company may at any time take the Website down for maintenance even without giving users prior notice.
- 3.5.** The Company shall not be liable for incorrect contact information in a User's resume, incomplete information, a resume improperly completed or deleted while using the Website, etc.
- 3.6.** The Company reserves the right to modify the body of these Terms and/or the Website Acceptable Use Policy without giving Users notice.

4. User Rights and Undertakings

4.1. A User shall undertake:

- 4.1.1. to comply with these Terms and the Website Policy;
 - 4.1.2. not to use the Website to publish information in violation of Russian and international law;
 - 4.1.3. not to post false information;
 - 4.1.4. not to post and/or transmit information and materials via the Website unless a Registered User is duly authorized to do so.
- This is applicable to material protected by copyright, trade marks, patents as well as non-disclosure, confidentiality, etc. agreements, and if this should occur the User shall undertake to assume direct liability.**
- Publishing any information on the Website, a User shall warrant that he or she has the requisite rights and authority to post, disclose, and transmit such information.
- 4.1.5. not to breach Website security;
 - 4.1.6. not to embed client-side executable code or any embedded objects;
 - 4.1.7. not to destroy and/or modify any of the Website's content not authorized by such User;
 - 4.1.8. not to use telephone, mailing address, or email address information for purposes other than the primary purpose of the Website (employment).

- Personal information from the Website may be accessed and printed for personal use only;
- 4.1.9. not to enroll with another's email address or an address that the Registered User is not authorized to use in this manner;
 - 4.1.10. not to disclose the User Profile access password to third parties.
 - 4.1.11. **A Registered User shall undertake to be fully liable for all damages inflicted on it, the Company, and third parties and resulting from intentional or inadvertent password disclosure to a third party. A Registered User shall be responsible for keeping his or her password confidential and for any use made of the Website using such password.**
- 4.2. A User may:
- 4.2.1. register on the Company Website by creating an account (a unique login and password) which enables him or her to make use of the Personal Profile for the purposes set forth in these Terms.
 - 4.2.2. **use all available Website services provided by the Company free of charge, including responding to Company vacancies, posting resumes, etc.**

5. Requirements on Website Content and Acceptable Use Policy for Website Services

- 5.1 Use of the Website services and the content posted to the Website by Registered Users shall meet the requirements set forth in the Website Acceptable Use Policy (Annex 1).

6. Use of Website Materials

- 6.1. Each Registered User shall be responsible for the information posted in his or her name and for the consequences of such information being posted.
- 6.2. The use of Registered Users' Personal Profiles, vacancy pages, and other information found on the Website for purposes other than those in keeping with the intent of the Website shall not be permitted.
- 6.3. The Company may transfer information received from Registered Users via the Website internally to the OMK Group.

7. Accessing Contact Information

- 7.1. Contact information in a Personal Profile or on a Website resume page is automatically visible to and free for the Company.
- 7.2. Any contact information that was ever made visible by a User or a Registered User will always remain visible to the Company.
- 7.3. By signing these Terms, the User consents to receiving any communications from the Company (at any time and without prior notice) by email and/or phone (text messages) to the email address or phone number entered by the User when registering on the Website or provided at any subsequent use of the Website.
A Registered User may opt out of Personal Profile mailings at any time.

8. Processing of Personal Information

- 8.1. By creating a Personal Profile at registration, a Registered User agrees to the terms and conditions below regarding the processing of personal information (including receipt of personal information from a User

and/or any third parties, all subject to current Russian statutes) by the Company and grants his or her informed consent to the processing of personal information per Federal Statute No. 152-Φ3 of July 27, 2006 on Personal Information.

- 8.2. This consent is granted by a User during Website registration using a simple electronic signature.

9. Closing Provisions

- 9.1. The Website logo, elements of design, decoration, and general appearance are owned by the Company and may not be used.
- 9.2. Given the technical difficulty of identifying Internet users, the Company shall not be responsible for Registered Users being the persons they purport to be and may not be held liable for any damages suffered by third parties as a result. The Company makes no representation that the software, servers, or computer networks being used by the Website are free of errors and computer viruses. If Website use has resulted in loss of data or equipment damage, the Company may not be held responsible.
- 9.3. The Company makes no representation that the Resume Pages posted to the Website will necessarily be reviewed by the Company.
- 9.4. The posting of information on the Website by any User represents the User's agreement with these Terms (Offer).
- 9.5. Terms of Use, Annex 1: Acceptable Website Use Policy

Registered User

Electronic Signature _____

ACCEPTABLE WEBSITE USE POLICY

The User shall bear unconditional full responsibility for any information he or she uploads or helps upload to the Website

1. Posting Restrictions

- 1.1 When using the Website, a User (hereinafter, also Registered User) may not publish, post, upload, store, distribute, provide access to, or otherwise use any information or material of the following nature:
- obscene or indecent materials (text, images, audio, or video), descriptions of illegal acts and other activities that run contrary to the standard of public decency and are illegal under Russian law, including without limitation:
 - those in violation of the rights and the legitimate interests of minors;
 - those promoting indecent or obscene acts;
 - those containing scenes of cruelty with respect to any being;
 - those promoting and/or facilitating racial, religious, ethnic hate or controversy, advocating fascism or any kind of supremacist ideology: based on race, ethnicity, gender, age, physical or mental capacity, status, religious or sexual preference, or sexual identity;
 - material of a political nature feeding political or ideological controversy;
 - materials promoting unconventional relationships, designed to create distorted views in this area or curiosity about such relationships;
 - materials containing extremist information;
 - materials promoting criminal activities or containing advice, procedures, or manuals on criminal activities;
 - materials containing restricted information, including without limitation state or business secrets, third-party confidential information;
 - materials advertising the use of narcotics, including "digital drugs" (audio files affecting the human brain through binaural beats), information about the distribution of drugs, drug recipes and advice on taking drugs;
 - information of a fraudulent nature;
 - materials containing obscenity;
 - materials otherwise infringing on the rights and interests of individuals and corporations or violating the requirements of Russian statutes.

2. Restrictions on Using Other People's Identities.

"Fake Account"

- 2.1. It is prohibited to pretend to be another User, a moderator, or a representative of the Website Owners to misrepresent oneself to other Users, to use cloned accounts as well as accounts belonging to family members and friends in the event that the primary account is disabled. Such Users' accounts will be disabled when discovered.
- 2.2. A User may not register on behalf or for another person ("fake account") or legal entity. At the same time, it is possible to register for or on behalf of another natural person or legal entity provided appropriate authority has been granted following the procedure and in a format prescribed by Russian Federation statutes.

- 2.3. It is prohibited to misrepresent one's identity to Users, the Website Owners, or other persons by using another Registered User's login and the password.
- 2.4. It is not permitted to falsify personal information, information about one's age or relationship to other persons and organizations.

3. Restrictions

- 3.1. Actions designed to raise sponsorship or other cash funds, including disguised solicitations by way of publishing payment details as part of the materials/information posted, etc. shall be disallowed.
- 3.2. Unauthorized gathering, processing, and publication of private, personal, and/or confidential information, such as credit card numbers, individual insurance account numbers (SNILS), tax IDs (INN), certificate and license numbers as well as any other personal data not in the public domain shall be disallowed. This type of content will be disabled and removed from the Website.
- 3.3. Registration on the Website may not be used to post or promote works of fiction, articles, material and other legal and/or illegal content, creative work product.
- 3.4. The Website may not be reproduced, duplicated, copied, and access to the Website may not be sold, traded, or re-sold except when a User is expressly authorized to do so by the terms of a separate agreement with the Website owners.
- 3.5. The Website may not be used for any illegal ends or to promote illegal actions or actions endangering public security. Such actions will cause the relevant account to be suspended.
- 3.6. Spam, viruses, trojans, and other malware may not be uploaded, stored, published, or distributed nor may anything else that may disrupt the operation of the Website or harm other Users. The use of specialized software that opens the server pages automatically to simulate the reading of content and to improve ratings is disallowed. Spam includes sites associated with using or promoting such techniques as covert advertisements, spamdexing, keyword stuffing, gateway pages.
- 3.7. Commercial or political advertising information (advertisement) is restricted.
- 3.8. It shall be prohibited to employ methods of communication in violation of netiquette, including various forms of aggressive, hazing, or insulting behavior (trolling) as well as personal persecution associated with humiliation, bullying, or psychological trauma. Transliterated information/materials may not be posted on the Website except in special areas.
- 3.9. Any other information not specifically referred to above that in the Website owner's opinion is undesirable, not aligned with the Website's objectives, infringes on Users' interests, or is otherwise unacceptable for posting on the Website shall be restricted.

4. Moderation

- 4.1. The Company shall, without restriction or exception, reserve the right selectively to moderate the material/information being posted by Users on the Website, in particular, to monitor the contents and the quality of such materials and information as per this Policy. The Company's requests related to compliance with this Policy may not be ignored.
- 4.2. The Company may, with or without prior notification, delete a User profile/account and/or suspend access to the Website if it is discovered that a User is in violation of this Policy and/or represents a threat for the Website and/or its Users.

5. Notices

- 5.1. A User shall be personally responsible for any information he or she posts to the Website, and the Company may actively respond to notifications of any of the above restricted content on the Website. If a User believes that restricted content has been posted to the Website, he or she may send an appropriate notice to job@omk.ru. All complaints and notices shall be reviewed, and if violations are discovered the restricted content will be deactivated and removed from the Website.
- 5.2. In the event that a User should disagree with these rules as updated, the User shall refrain from accessing the Website immediately advising the Website Owners accordingly as per the approved procedure to the address below: job@omk.ru.

Registered User
Electronic Signature _____