

## **User Agreement**

This document titled “User Agreement” is an offer of Individual Entrepreneur Oleg Igorevich Vdovikin (hereinafter referred to as the “Rights Holder”) to conclude an agreement on the conditions stated below.

### **1. General Provisions**

**1.1.** The following terms and definitions will be used in this document and in any relations arising from or connected with it between the Parties:

- a) **Service** – a set of the Website (including the forum section) and the Content hosted on it. The Users are granted access to it using the Platform.
- b) **Platform** – the Rights Holder’s software and hardware infrastructure integrated with the Website.
- c) **Website** – an automated information system available on the Internet at network address (including subdomains) <http://pcmflash.ru>
- d) **User** – a person who has entered into this Agreement with the Rights Holder, in their or another’s interest, in accordance with the requirements of applicable law and this Agreement.
- e) **Content** – any informational materials, including textual, graphic, audiovisual, and other materials, accessible through the use of the Service.
- f) **Products** – the PCMflash software designed for working with automotive electronic control units (ECUs), including computer programs and databases, provided either as complete software packages or as individual software modules.
- g) **Personal Account** – a personalized section of the Website that the User gains access after registration and/or authorization within the Service. The Personal Account is intended for storing the User’s personal data, for viewing and managing the available Service functionality.

**1.2.** The present Agreement may contain other terms and definitions not indicated in the Section 1.1. of this Agreement. In such case the interpretation of such a term is done according to the text of the Agreement. In the absence of a clear interpretation of the term or definition in the text of the Agreement, you should be guided by the interpretation of the term: primarily — by the binding documents indicated in it; secondarily — by the legislation of the Russian Federation; and subsequently — by business practices and scientific doctrine.

**1.3.** Use of the Service by User in any way and in any form within its declared functionality, including:

- viewing or using Content through the Service;
- registering and/or authorizing within the Service;
- placement or providing access to Content within the Service, including the placement of hypertext links to it;
- any other form of use of the Service,

creates an agreement on the terms of this User Agreement and the binding documents indicated in it, in accordance with Articles 437 and 438 of the Civil Code of the Russian Federation.

**1.4.** By using any of the above-mentioned opportunities of the Service, you confirm that:

- a) You made yourself fully aware of the terms of this Agreement and the binding documents indicated in it before using the Service.
- b) You accept all the terms of present Agreement and the binding documents fully indicated in it, without any exceptions or limitations on your part, and you oblige to comply with them or to cease the use of the Service. If you do not agree with the terms of this Agreement or the binding documents indicated in it, or if you have no right to conclude an agreement based on them, you must immediately cease any use of the Service.
- c) The Agreement (including any of its parts) and/or the binding documents indicated in it may be varied by the Rights Holder without any prior notice. The new version of the Agreement and/or the binding documents indicated in it comes into force from the moment of its publication on the Rights Holder's website or upon notification of the User in any other convenient form, unless otherwise provided by the new version of the Agreement and/or the binding documents binding upon the Parties.

## **2. General Terms of Service Use**

**2.1.** A mandatory condition for the conclusion of this Agreement is that the User fully and unconditional accepts and complies with the requirements and provisions defined by the following documents (the "Binding Documents"):

- a) **Privacy Policy**, published and/or available on the Internet at <https://pcmflash.ru/legal/policy.pdf>, which sets forth the rules for the provision and use of confidential information, including the User's personal data.

**2.2.** It is possible to use the functionality of the Service in a limited part without a pre-registration and/or authorization of the User in the Service. Any other use of the functionality of the Service is permitted only after registration and/or authorization of the User in accordance with established by the Rights Holder's rules.

**2.3.** The set of features the use of which requires prior registration with and/or authorization and in certain cases — the purchase of access rights, is defined by the Rights Holder solely and may be subject to alteration.

**2.4.** When registering in the Service, the User undertakes to provide in the registration form reliable and complete information about himself/herself and keep it up-to-date. If the User provides false information or if the Rights Holder has all grounds to believe that the provided information is incomplete or inaccurate, the Rights Holder has the right in his/ her sole discretion to block or delete the User's Personal Account and to refuse access to certain parts of the Service or make full use of the Service.

**2.5.** The Rights Holder reserves the right at any time to require the User to confirm the information provided during registration and to request the documents providing his identity. Failure to provide such documents may be equated, to the Rights Holder's discretion, to the provision of inaccurate information and cause the consequences specified in Clause 2.4 of this Agreement.

**2.6.** If the information contained in the documents provided by the User does not correspond to the data entered during registration, or if the registration data are insufficient to identify the User, the Rights Holder has the right to take measures provided for in Clause 2.4 of this Agreement.

**2.7.** The technical, organizational, and commercial terms of use of the Service may be communicated to Users by being published separately on the Website or by means of notifications to Users.

**2.8.** The Rights Holder is entitled to establish limits and impose other technical restrictions on the use of the Service, which shall be communicated to Users from time to time in a form and manner determined by the Rights Holder.

### **3. User Warranties**

By accepting the terms of this Agreement, you hereby represent and warrant that:

**3.1.** You possess all the necessary rights and authority to enter into and perform this Agreement for the use of the Service.

**3.2.** Your use of the Service will be carried out solely for purposes permitted under this Agreement, in full compliance with its provisions, applicable law, and generally accepted practices.

**3.3.** You will not engage in any actions that conflict with or interfere with the provision of the Service, or with the operation of any equipment, networks, or software used to provide the Service.

**3.4.** Your use of the Service for particular purposes shall not violate the property and/or personal non-property rights of third parties, as well as any prohibitions or restrictions imposed by applicable law or the laws of the jurisdiction in which you are located, including without limitation, all copyright and related rights, trademark rights, service mark rights, design rights, appellations of origin, and rights to use the images of individuals. The Content and other data you provide do not contain information and/or imageries that offend the honor, dignity, or business reputation of third parties, nor materials promoting violence, pornography, drugs, racial or national hostility. You have obtained all necessary permissions from authorized people for the use of such Content.

### **4. License to Use Content**

**4.1.** By acceptance the terms of this Agreement, you provide the Rights Holder with an ordinary (non-exclusive) license to use the Content that you upload, (post, or transmit) within the Rights Holder's Service.

**4.2.** The present ordinary (non-exclusive) license to use the Content is granted to the Rights Holder simultaneously with your addition of such Content to the Rights Holder's Service, for the entire duration of the exclusive rights to the copyright and/or related rights objects comprising such Content, and is valid throughout the entire world.

**4.3.** Within provided by the Rights Holder ordinary (non-exclusive) license, it is permitted to use the Content in the following ways:

- to reproduce the Content, i.e. to make one or more copies of the Content in any material form, as well as to record them in the memory of an electronic device (the right of reproduction);
- to distribute copies of the Content, i.e., to provide access to the Content reproduced in any material form, including network and by different ways, and also by sale, hire, letting or lending, including importation for any of these purposes ( the right of distribution);
- to publicly display the Content ( the right of public display);
- to communicate the Content in such a way that any person can have an access to it on-line from anywhere and at any time of his/her choice (the right of communication to the public);
- to modify the Content, i.e. rework or otherwise process the Content, including the translation of the Content from one language into another (the right of alter);
- to assign all or some part of the obtained rights to third parties (the right of sublicensing).

**4.4.** In the absence of copyright or related rights objects within the Content, you grant the Rights Holder the right to use such Content in any way — including information and other data materials. This includes the recording, systematization, collection, storage, revision (updating, modification), recall, use, depersonalization, blocking, deletion, destruction of such data, as well as its transfer (distribution or provision to any third parties for the performance of any actions) at the Rights Holder's sole discretion.

## **5. Limitations**

By accepting the terms of this Agreement, you acknowledge and agree that:

**5.1.** The statements of the legislation of consumer rights protection cannot be applied to the relations of the Parties as the Service is provided on non-financial basis.

**5.2.** The Service is provided for informational and entertainment purposes on an “as is” basis, and therefore no warranties are given that the Service will meet your requirements; that the services will be provided without interruption, promptly, reliably and error-free; that the results obtained through the use of the Service will be accurate and reliable; that the quality of any product, service, information or Content obtained through the Service will meet your expectations; or that all errors in the Content and/or the Service software will be corrected.

**5.3.** Because the Service is under the constant additions and updates of new functional capabilities, the form and nature of the provided services can change from time to time without prior notice to you. The Rights Holder reserves the right, at its discretion, to terminate (temporarily or permanently) the providing of the services (or any functional capability within the services) to all Users at all, or to you, in particular, without prior notice.

**5.4.** The User has no right independently or through third parties, to:

- copy (reproduce) in any form or by any means the computer programs and databases included in the Rights Holder's Service, including any of their elements and Content without the prior written consent of the owner;
- expose the technology, emulate, decompile, disassemble, decrypt or perform any other similar actions to the Service;

- create software products and/or services using the Service without obtaining prior permission from the Rights Holder.

**5.5.** The Rights Holder is not in any way associated with the Content provided by Users within the Service and does not verify the content, authenticity or safety of such Content or its components, nor its compliance with applicable law or whether Users possess the necessary rights for its distribution and/or use.

The entire responsibility for the contents of the Client Content and its accordance with the requirements of the applicable law holds the person who created this Content and/or added it to the Rights Holder's Service.

**5.6.** In particular, it is prohibited to use the Service to:

- placement and/or distribution counterfeit materials;
- placement and/or distribution pornographic materials, as well as promoting pornography, child erotica, or advertising intimate services;
- distributing any other prohibited information, including extremist materials, or materials inciting race discrimination, nationality, religion, language or gender; materials inciting violence against individuals or promoting cruel treatment of animals; or materials encouraging other unlawful acts, including instructions for the manufacture or use of weapons, narcotic substances, or their precursors, etc.;
- distributing false information that discredits the honor, dignity, or business reputation of third parties;
- Privileged or exceptional placement of references on other websites.
- committing other unlawful acts, including obtaining unauthorized access to confidential information and its dissemination; unauthorized access to computer information; the use and distribution of malicious software; violation of the rules governing the operation of systems for the storage, processing, or transmission of computer information and telecommunication networks; organizing gambling, lotteries, or other promotional activities in violation of applicable law.

**5.7.** While using the Service you may receive Content which you may consider containing offensive or obscene information or information otherwise violating the applicable legislation, infringing rights and/or interests of third parties.

**5.8.** If you discover any errors in the operation of the Service or in the Content published on it, please inform the Rights Holder at the contact address shown in the details section or on the Website support services.

**5.9.** If you identify any violation of your rights and/or interests in connection with the provision of the Service, including the posting of improper Content by another User, you must notify the Rights Holder. To do so, you should send a written notice to the Rights Holder containing a detailed description of the circumstances of the violation and a hyperlink to the web address of the Content that allegedly infringes your rights and/or interests.

**5.10.** You are solely responsible for any breach of the obligations set forth in this Agreement and/or applicable law, as well as for all consequences of such violations (including any losses or damage which can be incurred by the Rights Holder or other third parties).

**5.11.** In case of any claims from third parties regarding your violation of any property and/or personal non-property rights, or prohibitions or restrictions established by law, you must at the request of the Rights Holder, undergo official identification by providing the Rights Holder with a notarized written obligation to settle such claims on your own and at your own expense, including your passport data.

**5.12.** Due to the legally set responsibility for posting and provision of access to illegal Content, the Rights Holder reserves the right to delete any Content from the Service or restrict access to it unilaterally until the Rights Holder receives the notarized written obligation above from you.

**5.13.** In case of repeated or major violations of the terms of this Agreement, including the Binding Documents indicated in it, and/or the requirements of the legislation, the Rights Holder reserves the right to block access to the Service or to limit (stop) the provision of services to the User through the Service in other way.

**5.14.** In case of bringing the Rights Holder to justice or imposition of penalty in connection with your violation of the rights and/or interests of third parties, as well as the legislation bans or restrictions, you must fully compensate the losses of the Rights Holder.

**5.15.** The Rights Holder bears no liability whatsoever for any violations committed by you, nor for any harm or losses suffered by you under the circumstances described above.

**5.16.** Under any circumstances, the liability of the Rights Holder is limited to 1,000 (one thousand) rubles and imposed on the Right Holder only in case there is guilt in the Rights Holder's actions.

## **6. Notifications**

**6.1.** You agree to receive from the Rights Holder, at the email address provided during your use of the Service, informational electronic messages (hereinafter — “notifications”) concerning important events occurring within or in connection with the Service, including matters related to the operation of the Service or Products.

**6.2.** The Rights Holder has the right to use notifications for informing the User about updates, new functionality of the Service and/or Products, as well as about amendments to this Agreement or the Binding Documents indicated in it.

## **7. Agreement on the Use of Electronic Signatures**

**7.1.** In the relations between the Rights Holder and the User electronic documents certified by a simple electronic signature are used.

**7.2.** A simple electronic signature is an electronic signature, which, by using the User's login and password or the email address specified by the User when using the Service (the “signature key”), confirms the fact that an electronic signature has been generated by the User.

**7.3.** By mutual agreement of the Parties, electronic documents that have been signed with a simple electronic signature are treated as equivalent to paper documents signed by hand.

**7.4.** The Rights Holder identifies the User corresponding to a specific simple electronic signature based on the login and password used by the User during registration and/or authorization in the Service — in the case of any operations performed using the Service — or based on the User's email address, in the case of messages received by the Rights Holder from such address.

**7.5.** Any operations performed with the use of the simple electronic signature of a certain User shall be deemed to be performed by such User.

**7.6.** The User shall keep confidential the electronic signature key. In particular, the User shall not transfer his/her login and password or grant access to his/her email account to third parties and shall bear full responsibility for their safekeeping and personal use, independently choosing the method of their storage and access restriction.

**7.7.** In case of unauthorized access to the login and password, or their loss or disclosure to third parties, the User must immediately notify the Rights Holder by sending an email from the address provided when using the Service.

**7.8.** In case of loss of or unauthorized access to the email account associated with the address specified for use with the Service, the User must immediately replace such address with a new one and notify the Rights Holder by sending an email from the new address.

## **8. Miscellaneous Provisions**

**8.1.** A registered User independently determines the terms and procedure for using the Service functionality, which, under no circumstances, may contradict this Agreement.

**8.2. Applicable Law.** This Agreement, the procedure for its conclusion and execution, as well as any issues not covered in this Agreement, shall be governed by the applicable laws of the Russian Federation.

**8.3. Arbitration.** All disputes under the Agreement or in connection with it are subject to be tried in a court at the location of the Rights Holder, in accordance with the procedural laws of the Russian Federation.

**8.4. Amendments.** This Agreement can be amended or terminated by the Rights Holder unilaterally, without prior notice to the User and without payment of any compensation with this regard.

**8.5. Version of the Agreement.** The current version of this Agreement is published on the Rights Holder's Website and is available online at [https://pcmflash.ru/legal/terms\\_en.pdf](https://pcmflash.ru/legal/terms_en.pdf).

### **8.6. Details of the Rights Holder:**

Individual Entrepreneur: *Oleg Igorevich Vdovikin*

Primary State Registration Number of the Individual Entrepreneur (OGRNIP):

319774600216611

Taxpayer Identification Number (INN): 263507960222

Email: quickie76@yandex.ru

**Edition dated "14" October 2025**