

# Agreement on the Use of Smarteka Digital Platform for Regional Sustainable Development Practices

## 1. Terms and Definitions

1.1. Smarteka Digital Platform for Regional Sustainable Development Practices is a unified platform for the exchange of effective practices to improve living conditions in the constituent entities of the Russian Federation, available on the Internet at: <http://smarteka.com>.

The procedure for interaction of users with the Digital Platform is determined by the Agreement on the Use of Smarteka Digital Platform for Regional Sustainable Development Practices. The procedure for processing users' personal data is regulated by the Personal Data Policy.

1.2. Operator is Autonomous Non-Profit Organization Agency for Strategic Initiatives.

1.3 User is an individual who has carried out the procedure of registration and/or subsequent authorization on the Smarteka Digital Platform for Regional Sustainable Development Practices for the purpose of submitting their practices, familiarization and/or implementation in constituent entities of the Russian Federation of practices published on the Digital Platform.

1.4. Registration is the initial filling out of the registration form on the Digital Platform or initial authorization using an account in social media:

Leader-ID, VKontakte, Odnoklassniki, or a Google account.

1.5. Authorization is entering of an e-mail address and password by the User who performed the Registration during the next logon to the Digital Platform or the subsequent authorization through account in social media: Leader-ID, VKontakte, Odnoklassniki, or a Google account.

1.6. Password is a unique sequence of alphanumeric characters generated by the user and used for User authorization on the Digital Platform.

## 2. General Provisions

2.1 This Agreement on the Use of Smarteka Digital Platform for Regional Sustainable Development Practices sets out the procedure for interaction between the User and the Operator when working with the Digital Platform.

2.2 The purpose of the Digital Platform is to unlock the potential of the experience accumulated by the regions through the replication of proven socio-economic development practices.

2.3 The Digital Platform objectives are to create a regularly replenished platform containing proven socio-economic development practices, providing an opportunity to replicate practices and receive feedback from practice authors and the expert community, as well as the formation of an active community of people ready and able to improve living conditions in constituent entities of the Russian Federation.

## 3. Subject of the Agreement

3.1 As part of this Agreement, the Operator grants the User the right to use the Digital Platform to submit their practices, familiarize and/or implement practices published on the Digital Platform in a constituent entity of the Russian Federation.

3.2 When using the Smarteka Digital Platform for Regional Sustainable Development Practices in any way and in any form within its functionality, including Registration and Authorization procedures, the User confirms that:

- (A) the User has read the terms and conditions hereof;
- (B) the User accepts all the terms and conditions of this Agreement in full without any exceptions and restrictions and undertakes to comply therewith. If the User does not agree with the terms and conditions hereof or where there are other grounds for non-conclusion of the Agreement on these terms, the User shall immediately cease any use thereof.

3.3 The use of the Digital Platform shall be governed by this Agreement.

## **4. Rights and Obligations of the Parties**

### **4.1 The User may:**

4.1.1 Use the Digital Platform and its functionality for the purposes referred to in clause 2.3 hereof.

4.1.2 Contact the Operator with proposals, inquires or other requests related to the operation and/or development of the Digital Platform.

### **4.2 The User undertakes to:**

4.2.1 Be responsible for the content of practices submitted to the Digital Platform and actions performed using the Digital Platform.

4.2.2 Not impersonate other citizens or their representatives, participants (founders, shareholders) of legal entities, or their sole executive body, or use any other forms and methods of illegal representation of other persons in the network.

4.2.3 Not submit practices that contradict the purposes of the Digital Platform (clause 2.3. of this Agreement).

### **4.3 The Operator may:**

4.3.1 Deny the User access to the Digital Platform and its functionality.

4.3.2 Make changes to the operation of the Digital Platform, including changes to the functionality of the Digital Platform and the appearance of the service.

4.3.3 Amend the text hereof in whole or in part without any special notice. The new version of the Agreement shall come into force from the moment it is posted on the Digital Platform or brought to the attention of the User in any other convenient form, unless otherwise provided by the new version of the Agreement.

4.3.4 Carry out technical work on the Digital Platform with temporary suspension of its operation (in part or in whole) with the notification of Users about the work being carried out.

### **4.4 The Operator undertakes to:**

4.4.1 Provide the User with access to the Digital Platform and its functionality in accordance with the procedure specified in clause 3.1 for the implementation by the User of the purposes specified in clause 2.3 hereof.

4.4.2 Not disclose or transfer information to third parties about the User and their actions committed while working with the Digital Platform, except in cases provided for by the legislation of the Russian Federation.

## **5. Use and Storage of Data. Personal Data Processing**

5.1 The personal data supplied by User when working with the Digital Platform shall be protected, used and processed in accordance with the requirements of Federal Law No. 152-FZ "On Personal Data" dated July 27, 2006.

5.2 For effective use of the Digital Platform, the User shall correctly indicate the data in the registration form and the request form and also at the request of the Operator.

5.3 The goals and objectives of personal data processing as well as other issues regulating the procedure for processing thereof, are defined in the [Personal Data Policy](#).

## **6. Final Provisions**

6.1 This Agreement shall become effective from the moment the User registers on the Portal and be valid until the User's account is deleted.

6.2 The Agreement is drawn up in accordance with the legislation of the Russian Federation. The invalidity of one or more provisions hereof shall not entail the invalidity or inapplicability of the rest of its provisions.