

Toloka Service Terms of Use

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GENERAL PROVISIONS

1.1. To access Toloka Platform and Services, Customer shall get registered on Toloka Platform, create Profile with Yandex ID associated with a valid e-mail address and get the access to API (Application Programming Interface) (hereinafter referred to as the **“API”**).

1.2. Customer shall ensure safe storage of and prevent the login details Customer uses to access Services from being compromised. All actions performed on the Toloka Platform using Profile and (or) the Toloka API using the login and password provided to Customer shall be deemed to be performed directly by Customer.

1.3. Customer will access Platform via its own internet connection and solely responsible for arranging access via the Internet with its internet access provider. Toloka excludes any responsibility and warranties (express or implied) for transmission or receipt of data through Customer’s internet connection.

1.4. Customer may order, set up, and manage Services via Profile, or the API’s of Services, or email (applicable for Toloka App Services).

1.5. If Customer authorizes any third parties to manage Services on behalf of Customer, such third parties (representatives of Customer) shall comply with the terms of this Service Terms, Agreement and any Linked Documents referred to in Agreement. Customer is responsible for all activities that occur under its account, regardless of whether the activities are authorized by Customer or undertaken by Customer, its employees or a third party (as e.g. contractors, agents or Users). All acts or omissions of such third parties will be attributed to Customer as if they were its’ own.

1.6. The procedure and terms for deleting Customer's information and Content from the resources of Toloka Platform upon Customer's request, as well as in cases when Customer's access to Services is suspended due to breach of the terms and conditions of Agreement, are specified under request at:<https://yandex.com/support/toloka-requester/troubleshooting>.

1.7. Customer gives consent to receive advertising and informative messages from time to time (opt in). Customer may refuse to receive advertising messages any time provides or by following the instructions specified in a message received as e.g. clicking an unsubscribe link (opt out).

SPECIAL CONDITIONS

I. "TOLOKA SERVICE"

TERMS AND DEFINITIONS

"Toloka Service" is a service organizing [data labeling](#) and data collection processes through the Toloka Platform and providing the Customer full control of settings, including but not limited to, speed, price and quality of the performing of Tasks.

SERVICE FEES

1.1. Customer will pay Toloka for Toloka Services Service Fees.

1.2. Service Fees for providing Toloka Services include Task cost and Service Rates of 30% of the Task cost, as well as additional remuneration agreed upon by the Parties in writing or via Toloka Platform.

1.3. Entering into this Agreement, Customer represents that it acquainted and agreed with effective Service Rates posted on Site or in Profile. Toloka may from time-to-time change Service Rates by updating the relevant information in Profile or on Site at URLs of pricing for specific Services, subject to prior notice of Customer according to 10.1. of the Agreement. Updated Service Rates shall become effective from the date specified when posting, but in any case, not earlier than commencement of the next Accrual Period following the period within which the rates were changed.

PAYMENT PROCEDURE

- 2.1. Customer shall pay Service Fees based on Customer's usage of Services and in accordance with Service Rates.
- 2.2. Customer generates an invoice on its own using Profile.
- 2.3. Customer may access and use Services only if Customer has a positive balance in its Profile.
- 2.4. If at the expiry of the Accrual Period the Service Provider fails to provide the Services, which have been prepaid by the Customer pursuant to cl. 3.2. of the Agreement, the said amount shall be transferred to the next Accrual Period.

PROCEDURE OF ORDERING TOLOKA SERVICES

- 3.1. Customer shall, on its own, place Task via the Interfaces of Toloka Platform by one of the following ways:
- 3.2. placement of Task through Customer's Profile pursuant to the Instruction for Customers posted in the information section of Customer's Profile and here: <https://yandex.com/support/toloka-requester/concepts/unwanted.html>;
- 3.3. placement of Task using API of the Toloka Services pursuant to the API User Guide posted in the information section of Customer's Profile.
- 3.4. Regardless of the way Customer uses to place Tasks, Customer shall, on its own and without the intervention of Toloka, specify the settings of Task, establish deadlines, post Task Instruction; Internet links, texts and visual materials shown to the Users when performing Task; and shall establish Requirements. No Users failing to comply with Requirements (based on the user information available to Toloka) will be invited to perform Tasks.
- 3.5. Customer shall specify Requirements for all Tasks, including any deadlines, instructions, and materials required to complete Task. Requirements may include requirements to User's gender, age, education, citizenship, region, country, city of residence, ability to speak certain languages, type of device that enables User's access

to Toloka Platform and Tasks (desktop or mobile device), specifications of such device, specifications of User's operating system, User's skills in performing certain types of Tasks (in accordance with Customer's independent assessment of User's skills, which the Customer can conduct using functions provided by Toloka), User's willingness to view content meant for adults only, and any other requirements.

3.6. Customer's abilities to place Tasks with certain content are limited by technical specifications and functionality of Toloka Platform, Customer's Profile and API. Toloka shall not be held liable, if Customer fails to place a certain Task fully complying with Customer's wishes, for the said reason.

II. TOLOKA APP SERVICES TERMS AND DEFINITIONS

“Toloka App Services” is a service organizing a data labelling and data collection processes through the Toloka Platform managed by Toloka and providing the Customer with the results of Tasks.

1. PROCEDURE OF ORDERING THE TOLOKA APP SERVICES. SERVICE FEES

1.1. The Customer shall send the Task to Toloka via Toloka Platform specifying contact details (e.g. email). The quantity of Tasks is not limited.

1.2. Toloka shall review the Customer's Task and calculate the amount of Service Fees and period of providing Toloka App Services within 5 (five) business days upon receipt of the Task (s).

1.3. Toloka is entitled to refuse to provide the Toloka App Services to the Customer by sending a notification using contact details indicated by the Customer.

1.4. If Toloka agrees to provide the Toloka App Services Services Toloka shall issue an invoice to the Customer indicating the amount of Service Fees and send it to the Customer via email. Issuing an invoice shall be considered as Toloka's consent to provide the Services Toloka App Services to the Customer.

2. PAYMENT PROCEDURE. ACCEPTANCE OF SERVICES

2.1. Failure by the Customer to pay the invoice within the period specified in clause 3.2. of the Agreement is a refusal to provide Services for the cost and time specified by Toloka.

2.2. Notwithstanding anything to the contrary, the Customer shall accept the Toloka App Services through the Customer's Profile or API and the type of acceptance shall be automatic.

3. OTHER TERMS AND CONDITIONS

3.1. Toloka is entitled to request any additional information necessary for providing the Toloka Apps Services from the Customer.

3.2. Toloka is entitled to access the Customer's Profile in order to verify the correctness of the settings and compliance of the Customer's Requirements with the result of the Toloka App Services.