

THIS VERSION IS NO LONGER IN FORCE, THE CURRENT VERSION OF TOLOKA USER AGREEMENT IS LOCATED HERE:

<https://join.toloka.ai/legal/user-agreement/>

User Agreement TERMS OF USE OF THE TOLOKA PLATFORM

Last updated: August 28, 2023

Effective Date: September 01, 2023

This User Agreement is concluded between the **CUSTOMER** [1] and **YOU** as **YOU** are an Internet user registering on the Toloka Web Site (hereinafter referred to as the “Toloka Web Site”) at <https://toloka.ai>. **YOU** are offered to provide for a fee services to the **CUSTOMER** with the use of the Toloka Web Site (hereinafter referred to as the “Services”) in accordance with this User Agreement.

PLEASE CAREFULLY READ THIS USER AGREEMENT AND THE PRIVACY POLICY BEFORE USING THE TOLOKA WEBSITE. THE USER AGREEMENT IS A BINDING AGREEMENT BETWEEN **YOU** AND the **CUSTOMER**. Access to the Toloka Web Site and provision of the Services with the use of the said Web Site shall be subject to the terms hereof, the [Privacy Notice](#) (hereinafter -

the "Privacy Notice"), as well as any other applicable documents, including the terms of the tasks offered to you via the Toloka Web Site (hereinafter referred to as "Tasks").

By checking the box "I accept the User Agreement", pressing the "Accept Changes" button and using the Toloka Web Site in any manner whatsoever, engaging in the Task received via the Toloka Web Site, **YOU EXPRESS YOUR AGREEMENT TO THE TERMS OF THIS USER AGREEMENT** (including the [Privacy Notice](#)), UNCONDITIONALLY ACCEPT SUCH TERMS, and represent and warrant that:

- a) **YOU** have carefully read and understood this User Agreement, the Privacy Notice;
- b) **YOU** have the right, in accordance with the applicable laws, to enter into contractual relations under this User Agreement, and nothing restricts **YOUR** capacity to contract;
- c) **YOU** are already 18 years old and **YOU** are a person of majority age in accordance with the laws of the country of **YOUR** citizenship and the country of **YOUR** residence;
- d) **YOU** are aware that the content of the Toloka Web Site is for persons of majority age only;
- e) **YOU** are not subject to sanctions of the Swiss Confederation and/or the sanctions supported by the Swiss Confederation or any other sanctions applicable to this User agreement, including, but not limited sanctions of the United States or the European Union. The **CUSTOMER** has the right to terminate immediately this User agreement unilaterally if the above-mentioned sanctions are imposed against you;
- f) **YOU** are not a citizen and (or) tax resident of the Swiss Confederation and, if **YOU** become such, **YOU** undertake to immediately discontinue using the Toloka Web Site and any of its individual functions. The Toloka Web Site may not be available for use in certain countries: Iran, Cuba, North Korea, Syria, Sudan, and others.

The Toloka Web Site may be used only by adults, who are not citizens and (or) tax residents of the Swiss Confederation.

IF **YOU** ARE NOT YET 18 YEARS OLD, AND (OR) IF **YOU** ARE NOT A PERSON OF MAJORITY AGE IN ACCORDANCE WITH THE LAWS OF THE COUNTRY OF **YOUR** CITIZENSHIP AND (OR) THE COUNTRY OF **YOUR** RESIDENCE, IF **YOU** ARE A CITIZEN AND (OR) TAX RESIDENT OF THE SWISS CONFEDERATION, **YOU** MAY NOT FULFILL THE TASKS OFFERED VIA THE TOLOKA WEB SITE OR OTHERWISE USE THE TOLOKA WEB SITE OR ANY OF ITS INDIVIDUAL FUNCTIONS.

The **CUSTOMER** hereby notifies **YOU** that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching "parental control protection" or similar terms.

IF **YOU** DO NOT AGREE TO THE TERMS OF THIS USER AGREEMENT, THE PRIVACY POLICY AND (OR) THE FORUM RULES, REFRAIN FROM USING THE TOLOKA WEB SITE. PRESS THE "BACK" BUTTON IN **YOUR** BROWSER OR CLOSE THE ACTIVE BROWSER WINDOW (TAB), AND THE REGISTRATION PROCESS WILL BE CANCELLED.

If **YOU** have questions with respect to this User Agreement, please send **YOUR** questions to tolokercare@toloka.ai.

1. General Obligations of the Toloka Web Site User

1.1. You undertake to:

- a) abide by all applicable laws, codes, regulations, orders, rules, etc.;
- b) obtain at your expense any authorizations, permits, certificates, licenses, patents, declarations, etc. and go through any registration procedure if such is necessary for **YOU** to be able to provide services to the **CUSTOMER** in accordance with this User Agreement and to use the Toloka Web Site;
- c) pay on your own all expenses, including those related with telephone communications, Internet access and telecommunication equipment, incurred by **YOU** for the purpose of obtaining access to the Toloka Web Site and (or) providing services via the Toloka Web Site.

2. Personal Data

2.1. By using the Toloka Web Site, **YOU** agree that **YOUR** personal data will be processed at in accordance with the [Privacy Notice](#).

2.2. **YOU** represent and warrant that the personal data provided by **YOU** are true, accurate, complete and up to date at every moment of **YOUR** use of the Toloka Web Site. In case of changes in personal data You shall immediately furnish the updated personal data to the **CUSTOMER** or to ask the **CUSTOMER's** support team to help with **YOUR** request.

2.3. In case of performing Tasks with data collection, read all instructions carefully, since they may contain important guidelines on data processing. Please be informed that in case of personal data collection the requestors who placed the relevant Task (hereinafter – the "Requestor") shall act as data controllers. **YOU** can contact the Requestor by using its contact details within the relevant Task.

2.4. In case the data **YOU** provided within the Task has been rejected by the Requestor, such data will be deleted immediately and will not be used for any purposes.

2.5. In case of providing data of any third party within the Task **YOU** represent and warrant that **YOU** have obtained a legal basis for its processing by the Requestor in accordance with the instructions in the Task.

2.6. In case of performing the Requestors' Tasks which contain personal data of third parties **YOU** shall comply with obligations specified in the Data processing agreement (the "DPA") which is an integral part of this User Agreement. DPA is stated in the Appendix 1 hereof.

2.7. In case of non-performing Tasks specified in the clauses 2.4. hereof, the DPA is not applicable to **YOU**.

2.8. The **CUSTOMER** may use contact data **YOU** provided to the **CUSTOMER** at registration and **YOUR** network activity on Toloka Web Site to send **YOU** our newsletters, messages, and provide and improve the informational support of Toloka resources ("Messages"). The **CUSTOMER** uses an internal tool to deliver Messages. Each message contains an opt-out link for **YOU** to unsubscribe from our messages at any time or **YOU** can switch the sliders in inactive mode in **YOUR** profile. For more information, please see our [Privacy Notice](#).

3. General Terms of Use of the Toloka Web Site

3.1. For **YOU** to be able to use in a certain manner the Toloka Web Site or its individual functions, **YOU** are required to be 18 years old or more and be regarded as a person of majority age in accordance with the laws of the country of **YOUR** citizenship and the country of **YOUR** residence. The content of the Toloka Web Site shall be intended for persons of majority age only.

3.2. For **YOU** to be able to use in a certain manner the Toloka Web Site or its individual functions, **YOU** may not be a citizen of the Swiss Confederation and (or) tax resident of the Swiss Confederation.

3.3. If **YOU** breach the requirements of Clause 3.1-3.2 of this User Agreement, the **CUSTOMER** may refuse to accept the results of the Services deeming the latter as improperly provided, fully refuse to pay **YOU** for the Services and block **YOUR** account.

3.4. All information, to which **YOU** obtain access while providing the Services and (or) using the Toloka Web Site (in particular, as terms of a certain Task) shall be deemed confidential, including: scientific and technical, technological, industrial, financial and economic or other information, including, but not limited to, information security tools and identification / authentication, authorization (usernames, passwords, etc.), statistical information, personal data, information about customers, products, services, etc., in any possible form (oral, written, electronic, or other), which has actual or potential commercial value due to its unknown to third parties, to which there is no free access on a legal basis, as well as information, explicitly designated as confidential In Tasks on the Toloka Web Site.

YOU undertake not to disclose such information, i.e. not to transmit, report or grant access to at least one person (who does not have legal access to such information) in any possible form (oral, written, including using technical means, for example, publishing it in whole or in part in Internet: posting videos on youtube, posting information on social networks, etc.) throughout the period of time while **YOU** have an account on the Toloka Web Site and within five years after **YOUR** account is deleted. **YOUR** obligation not to publish and (or) disclose to third parties any Personal Data **YOU** received access to during **YOUR** performance of the Services shall remain in force indefinitely. This obligation shall be valid with respect to any information obtained by **YOU** in the course of **YOUR** provision of the Services (fulfillment of Tasks) via the Toloka Web Site and (or) during use of the Toloka Web Site, except in cases where **YOU** are required to disclose such information to public agencies upon request thereof in accordance with the requirements of the applicable laws.

3.5. When performing field tasks, **YOU** undertake not to take photos and/or video recordings of any individuals and/or license plate numbers of any transport vehicles. "Field tasks" means offline tasks posted on the Toloka Web Site, including, but not limited to, collecting data about organizations (working hours or menus), monitoring pedestrian transport, and checking outdoor advertising.

3.6. The Toloka Web Site is designed for, inter alia, identifying materials with abusive and (or) pornographic content for the purpose of improving the quality of the search results filtration mechanisms. In this regard, the information reproduced on the Toloka Web Site may contain materials with abusive and (or) pornographic content, and **YOU** agree that materials with abusive and (or) pornographic content may be demonstrated to **YOU** from time to time. **YOU** may limit the demonstration of such materials to **YOU** (excluding the materials referred to in Clause 3.7. of the User Agreement) by unflagging the option "I agree to perform tasks with adult content" in the settings of **YOUR** account on the Toloka Web Site. You may also report the content of a Task **YOU** believe to be

abusive by the way of flagging the respective checkbox on the webpage containing the Task and/or via Feedback section of the Toloka Web Site.

3.7. The Toloka Web Site may contain URL-links to other web sites on the Internet (third parties' web sites). The **CUSTOMER** shall not check these third parties' web sites and their content for compliance to any requirements (reliability, completeness, legality, etc.). The **CUSTOMER** shall bear no responsibility for any information and (or) materials posted on the third parties' web sites that **YOU** may access using the Toloka Web Site, including, but not limited to any opinions or assertions, expressed via the third parties' web sites, adverts, etc., as well as for availability of these websites or their content, and consequences of **YOUR** using them.

4. Disclaimer of Warranties

4.1. **YOU** hereby acknowledge and agree that **YOU** are fully liable for using the Toloka Web Site and its content and that the Toloka Web Site and the content published on it are provided «as is», without any representations and warranties, insofar as possible in accordance with the applicable laws.

4.2. **YOU** understand that when using the Toloka Web Site **YOU** may be granted access to content intended for adults only, specifically, materials with abusive and (or) pornographic content. If such content is unacceptable for **YOU** or **YOU** are not a person of majority age, **YOU** shall immediately discontinue using the Toloka Web Site. The **CUSTOMER** shall bear no responsibility for the content of the Toloka Web Site that may appear to be abusive and (or) unacceptable for **YOU**.

4.3. Insofar as allowed by the applicable laws, the **CUSTOMER** shall waive any warranties or representations regarding the relevance, validity, completeness, reliability, acceptability and availability of the content of the Toloka Web Site and absence of any abusive content on the Toloka Web Site.

4.4. Insofar as allowed by the applicable laws, the **CUSTOMER** shall waive any warranties and representations regarding any third-party products, services and content that **YOU** may be granted access to via the Toloka Web Site, including as a result of going to third-party Web sites by URL links on the Toloka Web Site.

4.5. Insofar as allowed by the applicable laws, the **CUSTOMER** shall waive any explicit or implicit warranties and representations as might be provided by virtue of the law, on the basis of previous oral or written representations of the **CUSTOMER**, by custom, in connection with **YOUR** using of the Toloka Website and providing Services. Thus, the **CUSTOMER** waives, inter alia, any implicit warranty of the product quality, product usability according to a certain purpose, warranty of title, warranty of no infringement of anyone's intellectual property rights and other warranties as are generally expected to be provided in the business practice.

4.6. Insofar as allowed by the applicable laws, the **CUSTOMER** shall waive any warranty regarding continuous availability and performance of the Toloka Web Site and related services. The **CUSTOMER** does not warrant that the Toloka Web Site and related services shall function on a continuous, uninterrupted and secure basis, without faults and errors. The **CUSTOMER** does not warrant that the Toloka Web Site and related services shall have a certain set of functions and (or) characteristics.

4.7. The **CUSTOMER** does not warrant that the Toloka Web Site or the server securing the functioning

of the Toloka Web Site, including URL links on the Toloka Web Site, are free of viruses and (or) other malicious components. **YOU** agree to use the Toloka Web Site at **YOUR** own risk and discretion and to be fully liable for damage that may be caused to **YOUR** PC, mobile device or other equipment, as well as for loss and (or) destruction of any data as a result of using of the Toloka Web Site.

4.8. Insofar as allowed by the applicable laws, the **CUSTOMER** shall bear no responsibility for any wrong that may be inflicted to **YOU** as a result of providing Services or using the Toloka Web Site or otherwise.

5. Registration and Use of an Account on the Toloka Web Site

5.1. When registering on the Toloka Web Site, **YOU** shall create an account. **YOU** may register only one account throughout the period of use of the Toloka Web Site. If **YOU** resume using the Toloka Web Site after a period, during which **YOU** have not used the Toloka Web Site, **YOU** may not register a new account and shall continue using the previously registered account.

5.2. **YOU** may not grant access to **YOUR** account on the Toloka Web Site to third parties, specifically, allow such third parties to provide the Services (fulfill Tasks) on **YOUR** or their own behalf with the use of **YOUR** account on the Toloka Web Site.

5.3. The data contained in **YOUR** account shall not refer to **YOUR** connection with the **CUSTOMER** and (or) the Toloka Web Site, in particular, they shall not give the impression that the actions performed by **YOU** in the course of rendering the Services, are made on behalf or under control of the **CUSTOMER** and/or administration of the Toloka Web Site.

5.4. **YOU** agree to be fully liable for ensuring confidentiality and integrity of the password to **YOUR** account on the Toloka Web Site and its non-disclosure to third parties. **YOU** also agree to be fully liable for any actions performed on the Toloka Web Site with the use of **YOUR** account.

5.5. **YOU** agree and undertake to provide the Services in accordance with the requirements of the applicable laws, the provisions of this User Agreement, the Privacy Policy and the terms of each individual Task accepted by **YOU** via the Toloka Web Site.

5.6. **YOU** agree and undertake to provide the Services according to a high-quality standard and the terms of a corresponding Task, including fulfillment deadlines. It shall be prohibited to provide the Services by using automated methods (scripts, robots, etc.), unless otherwise provided for by the terms of the corresponding Task.

5.7. The **CUSTOMER** reserves the right to consider the Services as rendered improperly and to refuse at its sole discretion to pay **YOU** for the provided Services in any of the following cases:

a) **YOU** have specified inaccurate and (or) misleading data In **YOUR** account, including the cases where the Toloka Web Site is used by minors and (or) citizens and (or) tax residents of the Swiss Confederation;

b) The Services have been provided in improper conditions (for example, there is a background noise

in the record, no audio record is made, low sound quality, no video record is made, low video quality, blocked Web cam);

c) The **CUSTOMER** concludes that the provided Services (the results of the fulfilled Task) fail to meet the set standards (if applicable) and (or) the terms of the Task, or the Task has been only partially fulfilled (for example, not all of the set problems have been resolved);

d) The Task is fulfilled upon the expiration of the term set by the **CUSTOMER** in the terms of the Task;

e) Breach of the terms of this User Agreement, including, but not limited to the provisions of Clause 3.1-3.2 of the User Agreement.

f) **YOU** fail to provide the **CUSTOMER** with the information and/or documents that **CUSTOMER** has requested from **YOU** in accordance with Clause 5.14 of this User Agreement.

5.8. **YOU** SHALL ACT AS AN INDEPENDENT CONTRACTOR WITH RESPECT TO THE **CUSTOMER** and may not be deemed as an employee of the **CUSTOMER** or any of the **CUSTOMER** Group entities. Therefore, **YOU** may not issue a claim to the **CUSTOMER** or any of the **CUSTOMER** Group entities in connection with the provision of the Services under this User Agreement for payment of salary, vacation pay, temporary disability (illness) allowance, pension and (or) social security benefit, medical service and (or) social assistance privilege, retirement pay or any other payments, benefits, guarantees and (or) compensations stipulated by the applicable labour laws.

5.9. **YOU** hereby acknowledge that **YOUR** primary or secondary employment is not related to the provision of the Services with the use of the Toloka Web Site and that **YOU** agree to provide such Services at **YOUR** own risk. **YOU** understand and acknowledge that the **CUSTOMER** shall not see to it that **YOU** have an appropriate work place and (or) control the time **YOU** spend on providing the Services, and shall not instruct **YOU** in any manner as regards the work place and (or) the time **YOU** spend on providing the Services with the use of the Toloka Web Site, provide any equipment necessary for providing the Services and (or) Internet access.

5.10. **YOU** represent and warrant that if, to be able to provide the Services, **YOU** are required in accordance with the applicable laws to be registered as an individual entrepreneur (sole trader), **YOU** have been registered and act as an individual entrepreneur (sole trader) at the time of the commencement of the Services and at any particular moment while **YOU** provide the Services. **YOU** represent and warrant that **YOU** shall pay all applicable insurance contributions and (or) taxes and submit all appropriate reporting forms to competent authorities.

5.11. **YOU** agree and undertake to reimburse the **CUSTOMER** for all losses incurred by the **CUSTOMER** as a result of **YOUR** invalid representations and warranties listed in Clause 5.9-5.10 of this User Agreement.

5.12. The **CUSTOMER** may (but in no case is obligated to) provide monitoring, preliminary moderation, filter, delete any content and (or) results of **YOUR** Services and (or) investigate into any breach of the **CUSTOMER** rules applicable to **YOU** and (or) review complaints from and with respect to **YOU** and take appropriate measures.

5.13. **YOU** may use the Toloka Web Site solely for the purposes specified in this User Agreement.

5.14. **YOU** undertake to furnish to the **CUSTOMER** any information and (or) documents requested by

the **CUSTOMER** for certain reasons in connection with **YOUR** provision of the Services.

The **CUSTOMER** reserves the right to restrict the ability to perform Tasks and withdraw funds from **YOUR** account until **YOU** provide the requested information and/or documents and they are verified by the **CUSTOMER**.

5.15. **YOU** confirm that each time **YOU** start fulfilling the Task, the data contained in **YOUR** account (User Data) are complete, true and reliable. **YOU** agree that in cases where such data appear to be false, the Services rendered by **YOU** but not yet paid at the moment when such false data are revealed, are deemed to be rendered improperly and, therefore, the **CUSTOMER** may refuse to pay **YOU** the remuneration in the manner stipulated in Clause 5.7 of this User Agreement.

6. Payment for Provided Services

6.1. If **YOU** have provided the Services in compliance with the requirements set as to their quality, deadlines and terms specified in a corresponding Task and this User Agreement and the **CUSTOMER** has accepted such Services (results of fulfilled Tasks), the remuneration amount set in the terms of the corresponding Task (hereinafter referred to as Payment) shall be transferred to **YOUR** account on the Toloka Web Site no later than 30 (thirty) days following the successful fulfillment of the corresponding Task and acceptance of its result by the **CUSTOMER**. The **CUSTOMER** assumes no obligations as to whether or not the Services provided by **YOU** (results of fulfilled Tasks) will be accepted by the **CUSTOMER** as per this clause. The provided Services shall be assessed on the basis of the obtained results, and not on the basis of the time spent and (or) effort made.

6.1.1. If **YOUR** Services (results of Tasks completed by **YOU**) have not been accepted, **YOU** may communicate **YOUR** objections (specifying the number of the respective Task) via the interface of the Toloka Web Site within 7 calendar days from the date when the respective Services (results of Tasks) have been rejected. **YOU** agree that any objections communicated after the expiration of the 7 days' term will not be considered. Provided that **YOUR** objections have been properly communicated, the **CUSTOMER** may, but shall not be obliged to, consider them within 14 calendar days from the date when **YOU** have been communicated **YOUR** objections. Having considered **YOUR** objections, the **CUSTOMER** may decide to accept the Services (results of Tasks) or reject them again. **YOU** can communicate **YOUR** objections regarding each refusal to accept **YOUR** Services only once. If the **CUSTOMER** decides not to consider **YOUR** objections, the **CUSTOMER** shall not inform **YOU** thereof.

6.1.2. Where Payment is transferred by the **CUSTOMER** to **YOUR** account on the Toloka Web Site, **YOU** may withdraw money from **YOUR** account by using the details of a payment system operator or a credit institution selected by **YOU** (from among available ones), given **YOUR** successful identification in the corresponding payment system and (or) credit institution in accordance with the requirements of the operator of such payment system and (or) the credit institution and the applicable laws. The **CUSTOMER** shall send a request for withdrawal of money from the account on the Toloka Web Site according to the details of the payment system operator or the credit institution selected by **YOU** no later than 30 (thirty) calendar days after **YOU** initiate the withdrawal of the Payment amount.

6.1.3. Payment shall be made in US dollars. If the payment system operator and/or a credit institution selected by **YOU** do not provide **YOU** with an opportunity to receive Payment in US dollars (in

accordance with the selected terms of use), **YOU** shall receive an amount in another currency in accordance with the terms of use of the respective payment system operator and (or) the credit institution. **YOU** may find information on the applied exchange rates and conversion dates in the Help section of the Toloka Web Site.

The **CUSTOMER** has the unilaterally right to fix (and change) the exchange rate for which the conversion will take place. **YOU** may find information about the current fixing of the course at https://toloka.ai/files/eula/usd_rate_en.html.

By initiating a withdrawal of money from your account on the Toloka website, **YOU** agree to the exchange rate fixed on the date of withdrawal of money by the **CUSTOMER**, indicated on https://toloka.ai/files/eula/usd_rate_en.html. **YOU** confirm that there are no claims against the **CUSTOMER** both with respect to fixing and/or changing the exchange rate unilaterally, and with respect to the amount of such fixed and/or changed exchange rate.

6.1.4. Payment sums shall be withdrawn from **YOUR** account on the Toloka Web Site according to the rules, tariffs and rates set by the corresponding payment system operator and (or) the credit institution. the **CUSTOMER** shall bear no liability should **YOU** have complaints to actions and (or) omission of the payment system operator and (or) credit institution selected by **YOU** with respect to **YOUR** request for the withdrawal of money from the account on the Toloka Web Site or other operations.

6.1.5. **YOU** agree that when withdrawing Payment sums from **YOUR** account on the Toloka Web Site, payment system operator or credit institution selected by **YOU** may deduct their commission fees from sums withdrawn and request additional documents in connection with the operation.

6.1.6. The **CUSTOMER** shall not participate in the communication between **YOU** and the payment system or the credit institution.

6.2. If **YOU** hold that Payment has been made with some error, **YOU** may, as soon as practicable, forward an inquiry to the **CUSTOMER** Customer Support using the e-mail published on the Toloka Web Site. If **YOU** fail to notify the **CUSTOMER** of such error within 10 (ten) calendar days following the transfer of the respective amount to your account on the Toloka Web Site, such non-notification shall be deemed as a waiver of claims and **YOUR** approval of corresponding payments. The **CUSTOMER** reserves the right to refrain from considering inquiries forwarded later than within 10 (ten) calendar days after **YOUR** initiation of the Payment withdrawal procedure.

6.3. The **CUSTOMER** shall bear no liability for deduction of taxes from Payment sums and any other money paid to **YOU** by the **CUSTOMER**; **YOU** shall be fully liable for the calculation, deduction, payment and reporting of payment of any taxes and dues to appropriate regulatory and (or) supervisory authorities, including with respect to sales tax, value-added tax, individual income tax and other taxes, dues, duties, insurance contributions and other charges, assessed, accumulated and (or) payable for any reason in connection with any Payment, provision of the Services, use of the Toloka Web Site, any of **YOUR** actions and (or) omission as well as actions and (or) omission of **YOUR** affiliates.

6.4. **YOU** agree that any sum of the remuneration, stated in the terms of a corresponding Task and received by **YOU** for the provided Services (fulfilled Tasks), shall be adequate and sufficient remuneration for the provided Services and any information and (or) exclusive rights to intellectual activity results provided by **YOU**. All obligations of the **CUSTOMER** to pay **YOU** any sums in

connection with **YOUR** provision of the Services (fulfillment of Tasks) shall be fulfilled as of the date of Payment made by the **CUSTOMER**.

6.5. **YOU** agree that the maximum amount possible at any one time on **YOUR** account in Toloka Web Site is specified at https://toloka.ai/files/eula/account_limits_en.html and may be change at any time unilaterally by the **CUSTOMER**. If the amount exceeds the specified amount, the ability to complete Tasks is blocked. In order to continue completing Tasks, **YOU** need to withdraw money from your account, as provided in art 6.1.2.

YOU confirm that **YOU** have no claims against the **CUSTOMER** regarding fixing and/or changing the maximum amount possible for a one time on **YOUR** account in the currency of the Toloka Web Site.

6.6. **YOU** agree that if the amount of **YOUR** account in Toloka Web Site is 1 US dollar or less and if **YOU** do not complete Tasks within 12 (twelve) months in a row, the amount from **YOUR** account is debited by the **CUSTOMER** and the amount of the account remains zero. If the amount is debited from **YOUR** account under mentioned conditions, you have no claims against the **CUSTOMER**.

7. Rights to Intellectual Property Results

7.1. **YOU** hereby acknowledge and agree that all intellectual rights with respect to the Toloka Web Site and Tasks (including, inter alia, exclusive rights, copyright, patent right, trademark rights, design right), regardless of whether or not such are registered, shall belong to the **CUSTOMER**.

7.2. **YOU** hereby agree and acknowledge that all results of the Tasks/Services fulfilled/provided by **YOU** shall be created by **YOU** for the **CUSTOMER** (the Result) and that all rights to such Result, including the exclusive right and other intellectual rights, shall be transferred at no charge by **YOU** to the **CUSTOMER** and that such exclusive right and intellectual rights shall be automatically transferred to the **CUSTOMER** each time a corresponding Result is created.

7.3. For the avoidance of doubt in future, **YOU** agree to transfer all rights to the Result as set out in Clause 7.2 of this User Agreement, each time without any additional fee to **YOU** for such alienation and regardless of whether or not **YOU** have received Payment for the provided Services (fulfilled Tasks).

7.4. **YOU** hereby agree and acknowledge that **YOU** are the sole right-holder with respect to the Result and are entitled to transfer the rights to the Result as stated in Clause 7.2 of the User Agreement, without obtaining consent of third parties, and that such rights to the Result are free from any pledge, arrest, retention, purchase option and other encumbrance.

7.5. On **YOUR** part, **YOU** undertake to take all necessary actions for all rights to the Result to be transferred to the **CUSTOMER**, as stipulated in Clause 7.2 of this User Agreement.

7.6. **YOU** hereby agree and acknowledge that the **CUSTOMER** may use the Result without any reference to **YOU** as the Result author, to make any changes, abridgements and (or) additions to the Result, make the Result public, incorporate the Result in complex objects comprising several protected intellectual activity results, to create derivative works based on the Result.

8. Liability

8.1. **YOU** agree that **CUSTOMER**, the **CUSTOMER** Group entities and their affiliates, executives, employees and representatives (hereinafter referred to as the “the **CUSTOMER** and Related Parties”) shall bear no liability to **YOU** under this User Agreement or other contract, and on any other grounds, regarding:

- a) **YOUR** direct, indirect, incidental or punitive damages, lost profits, expenses related with the purchase of substitute products and services, regardless of whether or not the **CUSTOMER** and Related Parties could have foreseen or should have foreseen such damages, and
- b) loss or destruction of data and (or) termination of the possibility to use such.

8.2. Insofar as allowed by the applicable laws, the total maximum liability of the **CUSTOMER** and Related Parties to **YOU** shall not exceed the sums actually paid to **YOU** by the **CUSTOMER** for the Services.

8.3. **YOU** hereby undertake to reimburse the **CUSTOMER** and Related Parties for losses incurred in connection with any demands, applications, claims or lawsuits of third parties, property liability, damage, penalties, fines and (or) costs of any nature (including reasonable expenses on legal consultants and representatives), as well as for losses incurred due to loss of or damage to any property, during the term of this User Agreement and upon termination hereof, provided that such losses are incurred due to or in connection with

- a) breach by **YOU** of this User Agreement;
- b) the Services provided by **YOU** in pursuance of this User Agreement, and also **YOUR** actions or omission in connection with such Services; and
- c) infringement of rights of any persons, including copyright, patent right, trademark right, allied rights, authorship rights, other intellectual rights, personal non-property rights, privacy rights, the right to protect dignity, good name and business reputation, breach of confidentiality. Should any claims (lawsuits) be filed against the **CUSTOMER** and Related Parties as described in this clause of the User Agreement, any of the specified parties has the right to demand, with a notice to **YOU**, that **YOU** present, at **YOUR** expense, objections to such claim (statement of defense), act as the defendant in the lawsuit or trial, enter into the consideration of the case upon demand of the **CUSTOMER** and Related Parties, and employ for such purposes a legal consultant (representative); employment of such legal consultant (representative) shall be subject to prior approval by the **CUSTOMER** and Related Parties.

8.4. In case of disclosure any confidential information contained in Tasks on Toloka Web Site, **YOU** may be held liable in accordance with applicable laws.

8.5. **YOU** unconditionally agree with the following measures that can be applied to **YOU** by the **CUSTOMER** if **YOU** violate the terms and conditions of the User Agreement:

8.5.1. In case of violation of the provisions of clause 5.1., namely: if the **CUSTOMER** detects that **YOU** have registered and/or used two or more accounts on the Toloka Web Site, the second and each subsequent identified account is blocked, the funds held thereon become unavailable for withdrawal

and are canceled by the **CUSTOMER** in full, i.e. the accounts' balance becomes zero;

8.5.2. In case of violation of the provisions of clause 5.6., namely: if **YOU** use automated methods (scripts, robots, etc.), when their use is not provided for by the terms of the corresponding Task, **YOUR** account is blocked, and the funds thereon become unavailable for withdrawal and are canceled by the **CUSTOMER** in full, i.e. the account balance becomes zero.

The **CUSTOMER** reserves the right to unblock **YOUR** account;

8.5.3. In case of violation of the provisions of sub-clause 3.5., namely: the presence of images of any individuals and/or license plates of any vehicles in the results of performed field tasks, the results of the above stated field tasks may be considered invalid and not subject to payment. In addition, the **CUSTOMER** has the right to take measures, at its sole discretion, to terminate such actions on the part of the User, including, but not limited to, blocking the account, restricting the possibility of withdrawing funds from the account, restricting the use of the Toloka Web Site.

8.5.4. In case of violation of the provisions of sub-clause 5.7. (a), namely: **YOU** have specified inaccurate and (or) misleading data in **YOUR** account, including the cases where the Toloka Web Site is used by minors and (or) citizens and (or) tax residents of the Swiss Confederation, **YOUR** account is blocked in accordance with clause 3.3., and the funds thereon become unavailable for withdrawal and are canceled by the **CUSTOMER** in full, i.e. the account balance becomes zero;

8.5.5. If **YOU** fail to comply with the provisions of sub-clause 5.7. (e) within 30 (thirty) calendar days, namely: failure to provide the information and/or documents requested by the **CUSTOMER** in accordance with the provisions of clause 5.14. of the User Agreement, the **CUSTOMER** reserves the right not to unblock **YOUR** account, and to cancel the funds thereon in full, i.e. the account balance becomes zero.

8.6. If **CUSTOMER** believes or suspects that any User actions while using the Toloka Web Site violate the terms and conditions hereof and/or are unfair, including those aimed at receiving payment for Tasks and/or receiving bonus points in an unfair way, the **CUSTOMER** has the right to take measures, at its sole discretion, to terminate such actions on the part of the User, including, but not limited to, blocking the account, restricting the possibility of withdrawing funds from the account, restricting the use of the Toloka Web Site.

9. Duration of the User Agreement

9.1. The **CUSTOMER** reserves the right to, at any time and with no prior notification, amend and supplement this User Agreement, the Privacy Policy and any other applicable documents. A notice of such amendments shall be sent to **YOU** in advance to the e-mail specified by **YOU** during the registration, except in cases where **YOU** refused to be notified by e-mail, and also via the interface of **YOUR** account on the Toloka Web Site. Notifications of amendments to the User Agreement, the Privacy Policy and other applicable documents shall be also published on the Toloka Web Site.

9.2. By continuing to fulfill the Tasks received via the Toloka Web Site or otherwise use the Toloka Web Site, **YOU** express **YOUR** full and unconditional agreement to the terms of the corresponding version of the User Agreement, the Privacy Policy and (or) other applicable documents. If **YOU** do not agree to

the amendments made, **YOU** shall discontinue using the Toloka Web Site.

9.3. The current version of the User Agreement is available at <https://join.toloka.ai/legal/user-agreement>). The official text of the User Agreement is only the English version, versions in different languages are provided exclusively for **YOUR** information.

9.4. This User Agreement shall be valid until its termination as per Clause 9.5 of this User Agreement.

9.5. This User Agreement may be terminated:

9.5.1. by **YOU**: press «Remove Profile» in «My Profile» - «Edit» and agree to the terms of the deletion of the account by ticking the box and pressing «Remove Profile»; or

9.5.2. by the **CUSTOMER** in case **YOU** breach art. 3.4. of this User Agreement;

9.5.3. by the **CUSTOMER** at any moment in case **YOU** breach any of the provision of this User Agreement and at any moment for any reason, with a notice to **YOU** by e-mail and (or) via the interface of **YOUR** account on the Toloka Web Site.

9.6. The **CUSTOMER** also may at any time terminate, restrict, prohibit or suspend **YOUR** access to the Toloka Web Site, in full or in part (including to Tasks), at its own discretion, with no prior notification and without paying any compensation and stating reasons for such decision.

9.7. IF THE USER AGREEMENT IS TERMINATED AS PER CLAUSE 9.5 HEREOF, **YOU** MAY NOT AGAIN CONCLUDE SUCH USER AGREEMENT WITH THE **CUSTOMER**, REGISTER A NEW ACCOUNT ON THE TOLOKA WEB SITE AND (OR) RE-ACTIVATE THE PREVIOUSLY CREATED ACCOUNT.

9.8. If **YOU** file an application to terminate this User Agreement in accordance with Clause 9.5.1. hereof, **YOU** will be notified of an opportunity to withdraw Payment from **YOUR** account on the Toloka Web Site. If **YOU** proceed with termination of this User Agreement and do not initiate withdrawal of Payment after receiving such notification, **YOU** waive **YOUR** right to receive the remuneration sums accumulated on **YOUR** account on the Toloka Web Site, and the **CUSTOMER** shall not be obliged to effect the respective payments.

9.9. If this User Agreement is terminated at the initiative of the **CUSTOMER** in connection with **YOUR** breach of the terms of this User Agreement, the **CUSTOMER** may cancel and refrain from paying **YOU** the remuneration sums accumulated on **YOUR** account on the Toloka Web Site or any other sums in **YOUR** favour.

10. Final Provisions

10.1. All notices that may be sent to **YOU** by the **CUSTOMER** in connection with this User Agreement shall be published on the Toloka Web Site, communicated in a message via the interface of **YOUR** account on the Toloka Web Site and (or) sent to the e-mail specified by **YOU** during the registration, except in cases where **YOU** refused to be notified by e-mail. E-mail notice shall be sufficient in all cases and shall be deemed as received by **YOU** on the following day after such notice is forwarded to **YOU**.

10.2. Should any of the provisions of this User Agreement be recognized by a competent court as

invalid, such provision is deemed as excluded from this Agreement, with all the other provisions hereof remaining valid in such case. Such provision of the User Agreement, recognized as invalid, shall be replaced with a provision best reflecting the intents pursued by the Parties to the User Agreement at the time of its conclusion and the practice of their economic relationship.

10.3. **YOU** acknowledge and agree that when deciding to accept the terms of this User Agreement **YOU** have considered the provisions of Section 4 «Disclaimer of Warranties» and Section 8 «Liability».

10.4. **YOU** may not assign, transfer, delegate, sell, or otherwise dispose of this User Agreement and/or any rights and obligations under an in relation with the User Agreement, including, without limitation, by operation of law, without the prior written consent of the **CUSTOMER**. Any purported assignment, transfer, delegation, sale or other disposition in contravention of this clause including, without limitation, by operation of law, is void. Subject to the foregoing, this User Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and assigns. The Customer may freely and at its own discretion assign, transfer, delegate, sell, or otherwise dispose of this User Agreement and/or of any of its rights and obligations under and in relation with this User Agreement, including, without limitation, by operation of law, without **YOUR** prior consent.

This User Agreement (particularly, matters regarding its validity, performance and termination) shall be subject to and construed in accordance with the laws of the Swiss Confederation (except for the rules of the law of conflict of the Swiss Confederation). All disputes arising out of or in connection with this User Agreement shall be subject to the exclusive jurisdiction of courts of the canton of Lucerne. The foregoing shall not restrict the right of the **CUSTOMER** to seek injunction and (or) any other remedy in any other judicial authorities.

[1] the **CUSTOMER** means Toloka AI AG a corporation incorporated and existing under the laws of Switzerland, having its registered office at Werftstrasse 4, 6005 Lucerne Switzerland, and identification number CHE-132.532.069.

[2] the **CUSTOMER** Group Entity implies the **CUSTOMER** and all other legal entities listed in Exhibit 8.1 to the Yandex N.V. Annual Report for Foreign Private Issuers, prepared in accordance with the requirements of the NASDAQ communications system, as well as all legal entities: 1) which directly or indirectly hold more than 50% of shares of the **CUSTOMER**; 2) where more than 50% of shares in the authorized capital are held, directly or indirectly, by the **CUSTOMER**; 3) where more than 50% of shares in the authorized capital or stock are held, directly or indirectly, by a person who directly or indirectly holds more than 50% of shares of the **CUSTOMER**; 4) which are entitled to take management decisions with respect to **CUSTOMER** or with respect to which the **CUSTOMER** is entitled to take management decisions. The report is available at <http://iryandex.com/sec.cfm>.

APPENDIX 1 TO THE USER AGREEMENT ("AGREEMENT")

DATA PROCESSING AGREEMENT

TERMS AND DEFINITIONS

Availability – Ensuring timely and reliable access to and use of information

Confidentiality – Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information

Controller – Person, company, or other body that determines the purpose and means of personal data processing (this can be determined alone, or jointly with another person/company/body)

Processor – Person, company, or other body which processes personal data on the controller's behalf

Data subjects – Individual persons whose personal data is collected, held or processed by an organisation. Personal data is any data that can be used to identify an individual, such as a name, addresses, e-mail address, to more obscure information like their ID in service, IP addresses or internet browser data

Customers – Data subjects that post tasks on the Service

Toloka – Toloka AI AG a corporation incorporated and existing under the laws of Switzerland, having its registered office at Werftstrasse 4, 6005 Lucerne Switzerland, and identification number CHE-132.532.069

Tolokers – Data subjects that perform tasks posted by Customers

Encryption – The process of changing plaintext into ciphertext using a cryptographic algorithm and key

Integrity – Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity

Personal data – means any information relating to an identified or identifiable Data subjects

Personal data breach – Incident wherein information is stolen or taken from a system without the knowledge or authorization of the system's owner

Sub-processors – Third party processor engaged by a processor who has or will have access to or process personal data from a controller

1. The Parties hereby conclude the contractual clauses between Toloka (processor) and Toloker (sub-processor) (hereinafter – "Clauses").

2. (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by adding itself to the Annex I and signing this Data Processing Agreement.

(b) Once it has added itself to the Annex I and signed this Data Processing Agreement, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

3. In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties existing at the time when these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

4. The details of the processing operations, in particular the categories of personal data, the purposes for which the personal data is processed on behalf of the controller and duration of the processing, are specified in Annex II.

5. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, processor (as the owner of the informational system used by Toloker) shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. List of measures used by the processor are included in the Annex III.

6. Toloker guarantees that they won't process, copy, share or do any other activity with personal data to which they have access that was given by the controller as a part of provision of Services to Toloka within informational systems provided by processor or controller except on instructions from the controller, unless they are required to do so by the competent supervisory authorities. Thus, sub-processor must refrain from (including, but not limited to):

- Making photos of the screen with personal data provided by the controller, making screenshots or screen recordings of such data;
- Selling personal data provided by the controller;
- Let third parties complete tasks that are assigned to you.

7.1. Each Party's liability for any breach of this Data Processing Agreement shall be subject to the limitations and exclusions of liability set out in the Agreement, provided that neither Party limits or excludes any liability that cannot be limited or excluded under applicable law.

7.2. Indemnities in case of personal data breach is regulated in accordance with local legislation and judicial practice (if applicable in accordance with legal requirements).

8. All references of this Data Processing Agreement to requirements of data protection laws shall be read as references to relevant requirements of applicable data protection laws, including, without limitation, data protection law of Switzerland.

9. Annexes I – III are attached to this Data Processing Agreement.

ANNEX I

List of parties

Processor:

Toloka AI AG, a corporation incorporated and existing under the laws of Switzerland, having its registered office at Werftestrasse 4, 6005 Lucerne Switzerland

Contact person's name, position and contact details: tolokercare@toloka.ai

Subprocessor(s):

Retained Tolokers who will be engaged to perform Controller's tasks via Toloka Web Site

ANNEX II

Description of the processing

Categories of data subjects whose personal data is processed

Natural persons whose personal data are contained in Customer's dataset and/or are required to perform tasks

Categories of personal data processed

Any personal data contained in Customer's dataset and/or required to perform tasks

Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Sensitive personal data contained in customer's dataset and/or required to perform tasks. Strict purpose limitation and access restrictions are employed.

Nature of the processing

The sub-processor provides the controller with Services specified in the task provided by controller. The sub-processor performs on behalf of the controller operations on personal data required to provide the service: Collection, organisation, structuring, adaptation or alteration, use, alignment or combination.

Purpose(s) for which the personal data is processed on behalf of the controller

- Execution of tasks by Tolokers;
- Execution of tasks by Tolokers, which, at the request of the customer, may contain personal data;
- Communication between the Customer and the Toloker, when the Toloker performs tasks for this Customer.

Duration of the processing

Duration of the processing is limited by the period of completion of a specific task.

ANNEX III

Technical and organizational measures including technical and

organizational measures to ensure the security of the data

Description of the technical and organizational security measures implemented by the processor(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, as well as the risks for the rights and freedoms of natural persons:

- For the secure storing and processing of personal data, we use the Microsoft Azure platform, which provides the highest level of data protection in the industry. The platform is certified according to the basic information security standards: CSA, SOC2, ISO 27001 and etc. (<https://learn.microsoft.com/en-us/azure/compliance/offerings/offering-soc-2>);
- Information security management system has been implemented and certified with ISO 27001 and ISO 27701;
- TLS is used to protect data during transmission. TLSv1.3 is supported;
- Centralized authentication system implemented in Azure and used to ensure secure user management (<https://download.microsoft.com/download/A/A/4/AA48DC38-DBC8-4C5E-AF07-D1433B55363D/Azure-AD-Data-Security-Considerations.pdf>). Access control process has been implemented;
- All data bases are encrypted at rest;
- Backups are performed daily. All backups are encrypted;
- The processor has developed and adopted a number of policies, including but not limited to:
 - Information Security Policy
 - Sensitive User Data Usage Policy
 - Incident Management Policy
 - Malware Protection Policy
 - Regulations for Access Control

For transfers to (sub-) processors, also describe the specific technical and organizational measures to be taken by the (sub-) processor to be able to provide assistance to the controller:

For transfers to sub-processors that are necessary to ensure technical measures that data subjects are afforded a level of protection that is essentially equivalent to that are implemented by the processor(s).

Description of the specific technical and organizational measures to be taken by the processor to be able to provide assistance to the controller:

Technical and organizational measures to be taken by the processor to be able to provide assistance to the controller are afforded a level of protection that is essentially equivalent to that are implemented by the processor.

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