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User Agreement TERMS OF USE OF THE TOLOKA PLATFORM

Last updated: April 09, 2024

Effective Date: April 09, 2024

Welcome to our platform! This User Agreement (the Terms) is a binding agreement between **YOU** and 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 ("**TOLOKA**") as **YOU** are an internet user registering at <https://toloka.ai> and or <https://mindrift.ai> and any other associated mobile or web services or applications made generally available by **TOLOKA** (collectively, the "Toloka Web Site").

TOLOKA offers you to provide services in exchange for a fee to **TOLOKA** with the use of the Toloka Web Site (hereinafter referred to as the "Services") in accordance with these Terms. These Terms consist of the terms and conditions below, and incorporate and include:

- the **TOLOKA** [Privacy Notice](#) or the Mindrift [Privacy Notice](#);
- the Data Processing Addendum ("DPA"); and
- any other policies, procedures, and other guidelines that **TOLOKA** posts on the Toloka Web Site or otherwise makes available to you including the terms of the tasks offered to you via the Toloka Web Site (hereinafter referred to as "Tasks").

BY REGISTERING FOR OR ACCESSING THE TOLOKA WEB SITE, YOU ACCEPT THESE TERMS AND WARRANT AND REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD OR THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION AND YOU HAVE AUTHORITY TO BIND YOURSELF TO THESE TERMS. PLEASE CAREFULLY READ THE TERMS AND THE PRIVACY NOTICE BEFORE USING THE TOLOKA WEB SITE.

1. YOUR general obligations

1.1. By registering or using the Toloka Web Site, **YOU** express your agreement to the terms and conditions of the Terms and represent and warrant that:

- **YOU** have carefully read and understood the Terms;
- **YOU** have the right, in accordance with the applicable laws, to enter into contractual relations under the Terms, and nothing restricts **YOUR** capacity to contract;
- **YOU** are already 18 years old and **YOU** are a person of legal majority age in accordance with the laws of the country of **YOUR** citizenship and the country of **YOUR** residence and or a 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;
- **YOU** are aware that the content of the Toloka Web Site is for persons of legal age only;
- **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 the Terms, including, but not limited sanctions of the United States or the European Union. **TOLOKA** has the right to terminate immediately the Terms unilaterally if the above-mentioned sanctions are imposed against you;
- **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 other countries where **TOLOKA** is not operating in.

1.2. You undertake to:

- abide all applicable laws, codes, regulations, orders, rules, etc.;
- 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 **TOLOKA** in accordance with the Terms and to use the Toloka Web Site;
- pay on time your own 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 and (or) when withdrawing payments from your

account.

1.3. If **YOU** breach the requirements of Clause 1.1 and or 1.2 of the Terms, **TOLOKA** 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.

1.4. 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 1.5. of the Terms) 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.

1.5. The Toloka Web Site may contain URL-links to other web sites on the Internet (third parties' web sites). **TOLOKA** 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 **YOU** using them.

1.6. **TOLOKA** hereby notifies **YOU** that parental control protections (such as computer hardware, software, or filtering services) are commercially available, these parental control protections can help in limiting access to materials 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.

1.7. **YOU** agree that **TOLOKA** is not restricting in any way **YOUR** right or ability to perform any services for others, including but not limited to, any employer, your own clients, or through any other crowdsourcing service or any other means. **YOU** will not represent yourself to clients or anyone else as an employee or agent of **TOLOKA**. **YOU** agree and acknowledge that **YOU** are an independent contractor of **TOLOKA** and will always represent yourself as such. **YOU** have no authority (and will not hold yourself out as having authority) to bind **TOLOKA**, and you will not make any agreements or representations on behalf of **TOLOKA**.

2. Registration and Use of YOUR Account and

performing the Tasks

2.1. 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.

2.2. **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.

2.3. The data contained in **YOUR** account shall not refer to **YOUR** connection with the **TOLOKA** 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 **TOLOKA** and/or administration of the Toloka Web Site.

2.4. **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.

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

2.6. **YOU** agree and undertake to perform the Services, Tasks and any other deliverables **YOU** provide to **TOLOKA** or its Clients are of high-quality standards and consistent with any scope of work or other specifications provided by **TOLOKA** including to be accurate and within the 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. **YOU** understand that your repeated failure to do so constitutes a breach of these Terms. **TOLOKA** reserves the right to confirm the accuracy of the Services, Tasks and other deliverables, and, in addition to **TOLOKA's** right to withhold payment in full or in part, to remove **YOU** from projects or deactivate your account based on your breach of this section.

2.7. **TOLOKA** reserves the right to deem the Services provided as unsatisfactory and may, at its sole discretion, decline payment to **YOU** and or restrict the ability to perform Tasks and or withdraw funds from **YOUR** account under the following circumstances:

a. If **YOU** provided inaccurate or misleading or unreliable or incomplete data in **YOUR**

account, including situations where the Toloka Web Site is used by minors and/or tax residents of the Swiss Confederation;

- b. **YOU** did not provide **TOLOKA** the requested information and/or documents;
- c. The Services have been provided under 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);
- d. **TOLOKA** 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);
- e. The Task is fulfilled upon the expiration of the term set by **TOLOKA** in the terms of the Task;
- f. Any breach of the Terms.

2.8. **YOU** shall act as an independent contractor with respect to **TOLOKA** and you are not an employee of **TOLOKA** or any of TOLOKA Group entities. **TOLOKA** Group means in relation to Toloka and its subsidiaries or holding companies from time to time: 1) which directly or indirectly hold more than 50% of shares of **TOLOKA**; 2) where more than 50% of shares in the authorized capital are held, directly or indirectly, by **TOLOKA**; 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 **TOLOKA**; 4) which are entitled to take management decisions with respect to **TOLOKA** or **TOLOKA** is entitled to take management decisions. Therefore, **YOU** may not issue a claim to **TOLOKA** or any of TOLOKA Group entities in connection with the provision of the Services under the Terms 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.

2.9. **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** also acknowledge that **YOU** will arrange an appropriate work place and have all necessary equipment for providing the Services including but not limited to internet access. **TOLOKA SHALL** not control the time **YOU** spend on providing the Services, and shall not instruct, supervise or control **YOU** in any manner.

2.10. **YOU** represent and warrant that:

- a. **YOU** have all the mandatory certificates, licenses and/or registrations that are required to operate as an independent contractor in your applicable jurisdiction; and

- b. **YOU** are registered and act as an individual entrepreneur (sole trader, self-employed person) while **YOU** provide the Services.
- c. **YOU** shall pay all applicable social security contributions, insurance contributions and (or) taxes and submit all appropriate reporting forms to competent authorities.

2.11. **YOU** agree and undertake to reimburse **TOLOKA** for all losses incurred by **TOLOKA** as a result of **YOUR** invalid representations and warranties listed in Clause 2.7-2.10 of the Terms.

2.12. **TOLOKA** 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 **TOLOKA's** rules applicable to **YOU** and (or) review complaints from and with respect to **YOU** and take appropriate measures.

2.13. **YOU** may use the Toloka Web Site solely for the purposes specified in the Terms.

3. Payment for Tasks and withdrawal

3.1. If **YOU** have provided the Services in accordance with the specified requirements (covering aspects like requirements, quality, deadlines and terms) outlined in the respective Task and these Terms, and **TOLOKA** has accepted the result of the Services, the remuneration amount set in the terms of the 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 by **TOLOKA**. **TOLOKA** shall assess the Services on the basis of the obtained results, and not on the basis of the time spent and (or) effort made.

3.1.1. If **TOLOKA** and or the Client rejects your submitted Task, **TOLOKA** will contact **YOU** and **YOU** can only once edit and resubmit the Task, **YOU** will not receive any additional compensation for this as **YOU** are an independent contractor and bear the financial risk over **YOUR** own services. If **YOUR** submitted tasks are rejected after the first submission, **TOLOKA** has the right to withhold part or all of **YOUR** compensation.

- **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, **TOLOKA** may, but shall not be obliged to, consider the objections within 14 calendar days from the

date when **YOU** have communicated **YOUR** objections.

- **TOLOKA** 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 **TOLOKA** decides not to consider **YOUR** objections, **TOLOKA** shall not inform **YOU** thereof.

3.1.2. Where Payment is transferred by the Toloka's Client 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. **TOLOKA** 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.

3.1.3. 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. You understand that neither **TOLOKA** nor any related entity is responsible for any foreign exchange fluctuation between local currency and the US Dollar or any timing issue that may affect the value of payments made to you.

3.1.4. Payment sums will be withdrawn from **YOUR** account on the Toloka Web Site as per the rules, tariffs and rates set by the payment system operator and (or) the credit institution. **TOLOKA** bears no liability for complaints regarding actions and (or) omissions of the payment system operator and (or) credit institution that **YOU** have selected for the withdrawal of money from **YOUR** account on the Toloka Web Site or other operations.

3.1.5. **YOU** agree that the payment system operator or credit institution selected by **YOU** may deduct commission fees and request additional documents when withdrawing Payment sums from **YOUR** account on the Toloka Web Site.

3.1.6. **TOLOKA** shall not participate in the communication between **YOU** and the payment system or the credit institution.

3.2. If **YOU** believe there's an error in a Payment, promptly email Toloka Support using the published email address on the Toloka Web Site. Failure to notify **TOLOKA** of errors

within 10 calendar days of the transfer to **YOUR** Toloka Web Site account constitutes a waiver of claims and acceptance of the payment. **TOLOKA** may choose not to consider inquiries submitted more than 10 calendar days after **YOU** initiate the Payment withdrawal procedure.

3.3. **TOLOKA** shall not bear any liability for tax deductions from Payment sums and any other money paid to **YOU** by **TOLOKA** and or Toloka's Client; **YOU** shall be fully liable for the calculation, deduction, payment and reporting 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.

3.4. **YOU** agree that the remuneration specified in the terms of the Task and received by **YOU** for the provided Services, shall be adequate and sufficient remuneration for the provided Services and any information and (or) exclusive rights to intellectual property provided by **YOU**. All obligations of **TOLOKA** to pay **YOU** any sums in connection with **YOUR** provision of the Services are fulfilled upon the date that Payment has been made by **TOLOKA**.

3.5. **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 **TOLOKA** and the amount of the account remains zero. If the amount is debited from **YOUR** account under mentioned conditions, you have no claims against **TOLOKA**.

4. Intellectual Property Rights

4.1. **YOU** hereby acknowledge and agree that all intellectual rights with respect to the Toloka Web Site and Tasks, including but not limited to patents, designs, copyrights, trademarks and service marks, know-how, trade secrets, and right of a like nature, throughout the world, in any case whether registered or not, as well as any applications for any of these rights, shall belong to **TOLOKA**.

4.2. **YOU** also agree and acknowledge that all results of the Tasks/Services fulfilled/provided by **YOU** shall be created by **YOU** for **TOLOKA** (the Result) and that all rights to such Result, including the exclusive right and other intellectual property rights, shall be transferred at no charge by **YOU** to **TOLOKA** and that such exclusive right and

intellectual rights shall be automatically transferred to **TOLOKA** each time a corresponding Result is created.

4.3. **YOU** agree to transfer all rights to the (future) Results as set out in the Terms, each time without any additional fee to **YOU** such enhancement, modification for such enhancement, modification, or adaptation and regardless of whether or not **YOU** have received Payment for the provided Services (fulfilled Tasks).

4.4. **YOU** hereby warrant and represent that the Result does not infringe upon any third party rights and 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 Clauses 4.2 and 4.3 of the Terms, 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.

4.5. On **YOUR** part, **YOU** undertake to take all necessary actions (including executing any documents or applications) for all rights to the Result to be transferred to **TOLOKA**, as stipulated in the Terms.

4.6. **YOU** hereby agree and acknowledge that **TOLOKA** can use the Result without any reference to **YOU** as the author, to make any changes, modifications, adaptations, 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 as well as exercise any other right linked to an intellectual property right or other rights mentioned in this Clause 4.

4.7. In instances where the transfer of certain intellectual property rights to **TOLOKA** is not possible (e.g., due to mandatory legal restrictions), **YOU** hereby grant to **TOLOKA** an exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable license, with the right to sublicense, to use such intellectual property. This license shall include the rights to use, reproduce, modify, display, perform, distribute, and create derivative works from the intellectual property.

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. Confidentiality

5.1. All information, to which **YOU** obtain access while providing 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 Toloka and or Toloka's clients, products, services, etc., in any possible form (oral, written, electronic, or other), 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.

5.2. **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.

5.3. 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.

6. Liabilities

6.1. **YOU** agree that **TOLOKA, TOLOKA** Group entities and their affiliates, officers, employees and representatives (hereinafter referred to as the "**TOLOKA** and related parties" or "**TOLOKA** Group entities") shall not be liable to **YOU** under these Terms or any other contract, and on any other grounds, with regard to:

- a. **YOUR** direct, indirect, incidental or punitive damages, lost profits, expenses related to the purchase of substitute products and services, whether or not **TOLOKA** and related parties could or should have foreseen such damages; and
- b. loss or destruction of data and (or) termination of the ability to use it.

6.2. Insofar as allowed by the applicable laws, the total maximum liability of **TOLOKA**

and Related Parties to **YOU** shall not exceed the sums actually paid to **YOU** by **TOLOKA** for the Services in the 12 months preceding the damaging event.

6.3. **YOU** hereby undertake to reimburse **TOLOKA** 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 the Terms and upon termination hereof, provided that such losses are incurred due to or in connection with:

- a. breach by **YOU** of the Terms;
- b. the Services provided by **YOU** in pursuance of the Terms, and also **YOUR** actions or omission in connection with such Services; and
- c. infringement of rights of any person or third party, including but not limited to intellectual property rights as defined in Clause 4 of the Terms, personal non-property rights, privacy rights, the right to protect dignity, good name and business reputation and or breach of confidentiality.

If any claims (lawsuits) are filed against **TOLOKA** and Related Parties, any of the aforementioned parties has the right to demand that **YOU** present, at **YOUR** expense, objections to such claims (statement of defense), and act as the defendant in the lawsuit or trial. **YOU** shall in such situation employ a legal consultant (representative) with the prior approval by **TOLOKA** and Related Parties.

6.4. If **YOU** disclose any confidential information contained in the Tasks on the Toloka Web Site, **YOU** may be held liable in accordance with applicable laws.

6.5. **YOU** unconditionally agree to the following measures that can be applied to **YOU** by **TOLOKA** if **YOU** breach the terms and conditions of these Terms:

6.5.1. In case of violation of the provisions of these Terms, namely:

- a. if **TOLOKA** 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 of these accounts shall become unavailable for withdrawal and are canceled by **TOLOKA** in full (i.e. the account balance becomes zero); and
- b. if **YOU** use automated methods (scripts, robots, etc.), when it is not explicitly stated in the terms of the corresponding Task, **TOLOKA** will block **YOUR** account, and the funds in your account shall become unavailable for withdrawal and will be canceled by **TOLOKA** in full (i.e. the account balance becomes zero).

6.5.3. **TOLOKA** reserves the right to block **YOUR** account;

- a. In case of violation of the provisions of the Confidentiality Clauses, 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, **TOLOKA** 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.
- b. In case **YOU** have reported 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 the Terms, and the funds in your account shall become unavailable for withdrawal and will be canceled by **TOLOKA** in full;
- c. If **YOU** fail to provide information and/or documents within 30 (thirty) calendar days as requested by **TOLOKA**, then **TOLOKA** shall reserve the right to block **YOUR** account, funds in your account shall become unavailable for withdrawal and will be canceled by **TOLOKA** in full.

6.6. If **TOLOKA** believes or suspects that any actions by a user while using the Toloka website are in breach of the terms and conditions hereof, including actions aimed at receiving payment(s) for Tasks and/or receiving bonus points in an unfair manner, then **TOLOKA** shall have the right in its sole discretion to take measures to end such actions by the user, including, but not limited to, blocking the account, restricting the ability to withdraw funds from the account, restricting the use of the Toloka website.

7. Duration of the Terms

7.1. **TOLOKA** reserves the right to, at any time and with no prior notification, amend and supplement the Terms, 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 or via the interface of **YOUR** account on the Toloka Web Site. Notifications of amendments to the Terms, the Privacy Policy and other applicable documents shall be also published on the Toloka Web Site.

7.2. 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 Terms, the Privacy Policy and (or) other applicable

documents. If **YOU** do not agree to the amendments made, **YOU** shall not continue using the Toloka Web Site.

7.3. The official text of the Terms is only the English version, versions in different languages are provided exclusively for **YOUR** information.

7.4. The Terms shall be valid until its termination as per Clause 7.5 of the Terms.

7.5. The Terms may be terminated:

- a. by **YOU** when **YOU** delete **YOUR** account and terminate these Terms: 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
- b. by **TOLOKA** in case **YOU** breach any Confidentiality Clauses of the Terms;
- c. by **TOLOKA** at any moment in case **YOU** breach any of the provision of the Terms 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.

7.7. IF THE TERMS ARE TERMINATED AS PER CLAUSE 7.5 HEREOF, YOU MAY NOT CONCLUDE AGAIN TO SUCH TERMS WITH TOLOKA AND OR REGISTER A NEW ACCOUNT ON THE TOLOKA WEB SITE AND (OR) RE-ACTIVATE THE PREVIOUSLY CREATED ACCOUNT.

7.8. If **YOU** apply to terminate the Terms in accordance with Clause 7.5. hereof, **TOLOKA** will send **YOU** a notification and give **YOU** the option to withdraw the funds in **YOUR** account. If **YOU** terminate the Terms and do not withdraw **YOUR** funds after receiving such notification from **TOLOKA**, then **YOU** waive **YOUR** right to receive the funds held in **YOUR** account and **TOLOKA** is no longer obliged to make the respective payments.

7.9. If the Terms is terminated at the initiative of **TOLOKA** in connection with **YOUR** breach of the Terms, **TOLOKA** may cancel and refrain from paying **YOU** the funds accumulated on **YOUR** account on the Toloka Web Site or any other sums in **YOUR** favor.

8. Personal Data

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

8.2. **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 update **YOUR** personal data on the Toloka Web Site or ask **TOLOKA's** support team to help with **YOUR** request.

8.3. 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.

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

8.5. In case of providing personal 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, and that the processing of personal data by the Requestor as described in the instructions is permissible under applicable data protection law(s) (e.g., the data subjects have been informed about the processing in accordance with applicable data protection laws).

8.6. 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 the Terms. DPA is stated in the Appendix 1 hereof.

8.7. In case of non-performing Tasks specified in the Clause 8.4. hereof, the DPA is not applicable to **YOU**.

8.8. **TOLOKA** may use contact data **YOU** provided to **TOLOKA** 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"). **TOLOKA** 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](#).

9. Warranties

9.1. **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, to the extent possible in accordance with applicable laws.

9.2. When using the Toloka Web Site, **YOU** understand and accept that **YOU** may access content intended for adults only, specifically, materials with abusive and (or) pornographic content. If such content is unacceptable to **YOU** or if **YOU** are not a person of legal age, **YOU** should immediately stop using the Toloka Web Site. **TOLOKA** bears no responsibility for any content on the Toloka Web Site that appears abusive and (or) unacceptable to **YOU**.

9.3. **TOLOKA** shall waive all warranties and or representations to the fullest extent permitted by applicable laws regarding:

- a. the relevance, validity, completeness, reliability, acceptability and availability of the content of the Toloka Web Site and presence of any abusive content on the Toloka Web Site; and
- b. third-party products, services and content which **YOU** access via the Toloka website, this also applies in the event **YOU** yourself go to third-party websites via URL links on the Toloka website.

9.4 **TOLOKA** shall waive any explicit or implicit warranties and representations to the fullest extent permitted by applicable laws, based on **TOLOKA's** previous oral or written statements, in connection with **YOUR** use of the Toloka Website and providing Services. **TOLOKA** therefore waives, including but not limited to any warranties of the quality of the product, the usability of the product for a particular purpose, the warranty of ownership or title, the warranty that of no one's intellectual property rights will be infringed and other warranties that are generally associated with the business practice.

9.5. **TOLOKA** shall waive any warranty regarding continuous availability and performance of the Toloka Web Site and related services to the fullest extent permitted by applicable laws. **TOLOKA** does not warrant that the Toloka Web Site and related services shall function on a continuous, uninterrupted and secure basis, without faults and errors. **TOLOKA** does not warrant that the Toloka Web Site and related services shall have a certain set of functions and (or) characteristics.

9.6. **TOLOKA** 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 **YOU** are 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.

9.7. **TOLOKA** bears no responsibility to the fullest extent permitted by the applicable laws for any damage, and or injustice that may be inflicted to **YOU** as a result of providing Services or using the Toloka Web Site or otherwise.

10. Governing law and Dispute resolution

10.1. The Terms is subject to and construed in accordance with substantive Swiss law, to the exclusion of its conflict of laws rules and to the exclusion of the UN Convention on the International Sale of Goods (CISG). All disputes arising out of or in connection with the Terms shall be subject to the exclusive jurisdiction of courts of the city of Lucerne. The foregoing shall not restrict the right of **TOLOKA** to seek injunction and (or) any other remedy in any other judicial authorities.

10.2. Should any of the provisions of the Terms 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 Terms at the time of its conclusion and the practice of their economic relationship.

11. Final Provisions

11.1. **TOLOKA** shall sent notices to **YOU** in connection with the Terms on the Toloka Web Site, these notices shall be 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 to be received by **YOU** on the following day after such notice is forwarded to **YOU**. **YOU** must send notices to **TOLOKA** to <mailto:legal@toloka.ai>.

11.2. If **YOU** anticipate that **YOU** will not be able to fulfil your obligations in connection with the Services, in time or properly, **YOU** are obligated to inform **TOLOKA** immediately in writing. **YOU** shall be free to find a replacement to perform the Services and or the Task for **TOLOKA** (the Substitute). Prior to the replacement, **YOU** shall inform **TOLOKA** in writing as to who will perform the Services and or Task on **YOUR** behalf. **TOLOKA** will not be entitled to refuse the replacement(s) other than on the basis of objective qualifications. Prior to accepting the Substitute, **TOLOKA** shall formulate the objective qualifications that any Substitute(s) must meet. The objective qualifications can be measured and or tested by **TOLOKA** prior to accepting the Substitute. **YOU** remain responsible for the quality of the work and for the Substitute to be in compliance with the Terms during the replacement. The Terms shall remain in full force and applicable to **YOU**.

11.3 **YOU** may not assign, transfer, delegate, sell, or otherwise dispose of the Terms and/or any rights and obligations under or in relation with the Terms, including, without limitation, by operation of law, without the prior written consent of **TOLOKA** as described in 11.2 of the Terms. 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, the Terms will be binding upon and will inure to the benefit of the parties' permitted successors and assigns. The **TOLOKA** may freely and at its own discretion assign, transfer, delegate, sell, or otherwise dispose of the Terms and/or of any of its rights and obligations under and in relation with the Terms, including, without limitation, by operation of law, without **YOUR** prior consent.

11.4 In the event that any provision of the Terms are declared by a court of competent jurisdiction to be illegal, unenforceable or void, the Services and the Terms shall continue in full force and effect to the fullest extent permitted by law without said provision, and the parties shall amend the Services or the Terms as far as legally possible to include the substance of the excluded provision so that the original intent of the Parties are realized.

If YOU have questions with respect to the Terms, please send YOUR questions to tolokercare@toloka.ai.

APPENDIX 1 TO THE USER AGREEMENT ("AGREEMENT")

DATA PROCESSING AGREEMENT

TERMS AND DEFINITIONS

Availability – Ensuring timely and reliable access to and use of 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

Customers – Person or entity that post tasks on the Service

Toloka – Toloka AI AG (CHE- CHE-132.532.069, Werftstrasse 4, 6005 Luzern, Switzerland)

Tolokers – Person or entity that perform tasks posted by Customers

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

The Parties hereby conclude the EU Standard Contractual Clauses (issued by the EU Commission by the Commission Implementing Decision (EU) 2021/914 of 4 June 2021) between Toloka (Processor) and Toloker (Sub-Processor) (hereinafter – "Clauses").

(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 been added to the Annex I and has 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.

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.

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.

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 Sub-Processor are included in the Annex III.

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 Toloker.

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 of 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 Werftestrasse 4, 6005 Luzern, Switzerland Contact person's name, position and contact details:

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 Sub- 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 Sub- Processor.

Description of the specific technical and organizational measures to be taken by the

Sub-Processor to be able to provide assistance to the Processor:

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

Previous versions of the document: 

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