

THIS VERSION IS NO LONGER IN FORCE, THE CURRENT VERSION OF TOLOKA TERMS OF USE IS LOCATED HERE:

<https://toloka.ai/legal/customeragreement/>

Toloka Terms of Offer

Date of publication: 14th of September, 2021

Effective Date: 24th of September, 2021

These Terms of Offer (**the “Agreement”**) are a binding contract between:

Toloka — Intertech Services AG, a legal entity, organized and existing under the law of Switzerland, having its registered address at Werftstrasse 4, 6005 Luzern, Schweiz, identification number: CHE-229.170.782,

CUSTOMER —

a legal entity, that wishes to receive the Services, as defined by the term «Services» hereunder, or

a sole trader that wishes to receive the Services, as defined by the term «Services» hereunder, or

an individual that wishes to receive the Services, as defined by the term «Services» hereunder,

individually referred to as **“Party”** and collectively referred to as **“Parties”**.

PLEASE, BE AWARE THAT IF, ACTING AS A CUSTOMER OF SERVICES RENDERED THROUGH THE INTERFACES OF THE TOLOKA WEB SITE, YOU BELONG TO ONE OF THE FOLLOWING CATEGORIES:

(I) LEGAL ENTITY REGISTERED AT THE TERRITORY OF THE RUSSIAN FEDERATION OR THE UNITED STATES OF AMERICA; OR

(II) SEPARATE SUBDIVISION OF A FOREIGN LEGAL ENTITY, REGISTERED AT THE TERRITORY OF THE RUSSIAN FEDERATION OR THE UNITED STATES OF AMERICA; OR

(III) SOLE TRADER (INDIVIDUAL ENTREPRENEUR), REGISTERED AT THE TERRITORY OF THE RUSSIAN FEDERATION OR THE UNITED STATES OF AMERICA; OR

(IV) INDIVIDUAL, PERMANENTLY RESIDED AT THE TERRITORY OF THE RUSSIAN FEDERATION OR THE UNITED STATES OF AMERICA,

THE AGREEMENT GIVEN BELOW IS NOT APPLICABLE TO YOU. THE CUSTOMER AGREEMENT, THAT IS APPLICABLE TO YOU, IS PUBLISHED AT:[HTTPS://TOLOKA.AI/LEGAL/TERMS OF OFFER USA/](https://toloka.ai/legal/terms_of_offer_usa/)

BY CHECKING THE BOX AT THE BOTTOM OF THIS PAGE CUSTOMER EXPRESSES CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNCONDITIONALLY ACCEPTS SUCH TERMS AND CONDITIONS.

Defined terms used in this Agreement with initial letters capitalized have the meaning given in Section 15 of this Agreement.

This Agreement consists of:

- Linked documents integral to parts of this Agreement accepted together with this Agreement, namely:
- Toloka Service Terms of Use, including specific terms (“Service Terms”) are set forth here: https://toloka.ai/legal/service_terms_sag;
- Requestor’s guide (“Requestor’s guide”) is set forth here: <https://yandex.com/support/toloka-requester>;
- Data Processing Agreement is set forth here: https://toloka.ai/legal/dpa_sag (if applicable)
- Any applicable NDA.

1. SCOPE OF THIS AGREEMENT

1.1. Toloka will provide the Services (“Services” as further specified below) in accordance with the terms and conditions of this Agreement and Service Terms at the Customer’s Task set through the Toloka Platform and, if applicable, specified in orders issued or signed by Customer. The Parties agreed that Service Terms shall apply to relations between the Parties depending on the specific services ordered by the Customer. For clarity, in case of ordering several Services by the Customer the terms and conditions of Service Terms shall be applied jointly.

1.2. Except as expressly set forth in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other’s content or any of the other’s intellectual property rights.

2. SERVICE RATES

2.1. Service Fees are net of all applicable taxes, unless expressly stated otherwise.

2.2. Toloka may provide Customer with discounts or pricing offerings based on the amount of Services Customer ordered, time of usage and other parameters to measure the usage of Services. Discounts and special offers for Customers are set

in permanent and temporary offers detailed in Profile or addendums to this Agreement.

3. PAYMENT PROCEDURE

3.1. All payments shall be made in US dollars. Customer is solely responsible for the correctness of payments. When making payments via wire transfer, Customer shall indicate the number of Agreement.

3.2. All upfront Service Fees for the Services will be invoiced in advance. All invoices issued and/or generated under this Agreement are due and payable within ten (10) days from the invoice date.

3.3. Customer shall pay all applicable Service Fees and charges for usage of Services using one of the payment methods which Toloka supports. All bank charges and commissions connected with payment for Services shall be paid by Customer. Customer's obligation to pay all Service Fees is non-cancellable. All amounts payable by Customer under this Agreement may not be withheld or deducted by setting off with counterclaims.

4. RIGHTS AND OBLIGATIONS

4.1. Toloka undertakes to: 4.1.1. provide Services to Customer as defined in the relevant Task using the interfaces of Toloka Platform;

4.1.2. send to Customer via e-mail or Profile a report on Services provided within the Accrual Period and the cost (the "Report"). Toloka shall send Report to Customer within 10 (ten) business days of the end of Accrual Period. Report shall not be submitted if no Services have been provided within the relevant Accrual Period.

4.2. Toloka is entitled to:

4.2.1. engage any third parties, including, but not limited to, Users, and to use any software for performing Tasks without Customer's consent;

4.2.2. change name of Toloka Service and/or Toloka App Services at Toloka's own decision;

4.2.3. check messages sent to the Customer by Users in case of reasonable doubt of Toloka that Tasks contains any kind of errors and/or illegal content.

4.3. Customer undertakes to:

4.3.1. receive Services pursuant to the provisions of Agreement and Requirements for each Task;

4.3.2. accept Services through Profile in accordance with Requestor's guide.

5. WORK PRODUCT. LICENSES

5.1. Customer will own Output. Except for the licenses expressly granted in this Agreement, this Agreement does not grant any rights and Customer owns and reserves all right, title, and interest in and to the Customer Content and Output. 5.2. Subject to the terms hereof, Customer hereby grants to Toloka:

5.2.1. a royalty-free, fully paid-up, worldwide, non-transferable (except as set forth below), nonexclusive license during the term to use the Customer Content for the purpose of providing Output; and

5.2.2. a royalty-free, fully paid-up, worldwide, non-transferable (except as set forth below), perpetual, irrevocable, nonexclusive license to use anonymized Customer Content in order to operate, analyze, and improve Services, including the creation of anonymized and/or aggregated data derived from such Customer Content.

5.3. Customer hereby grants to Toloka a worldwide, non-exclusive license to use the work product for internal worker training and education, internal product evaluation, testing and any other purposes, and may provide certain proprietary materials and information for use in connection with the development of the work product.

5.4. If Toloka shares or publicly discloses information (e.g., in marketing materials or in application development) that is derived from Customer Content, such data will be aggregated or anonymized to reasonably avoid identification of Customer.

5.5. By way of example and without limitation, Toloka may:

5.5.1. track the number of users and uses of Services on an anonymized aggregate basis as part of Toloka marketing efforts to publicize the total usage of Toloka Platform;

5.5.2. analyze usage patterns for product development efforts; and

5.5.3. use anonymized and/or aggregated data derived from Customer Content to develop further analytic frameworks and application tools.

5.6. You further agree that Toloka will have the right, both during and after the term, to use, store, transmit, distribute, modify, copy, display, sublicense, and create derivative works of the anonymized and/or aggregated data. Customer expressly retains all right, title and interest in and to the Customer Content, including all intellectual property rights therein.

6. INDEMNIFICATION

6.1. Customer will defend and indemnify Toloka, its affiliates, agents, subcontractors, partners, licensors and each of their respective employees, officers, directors from any and all losses arising out or relating to any third party claims concerning: (a) any Customer Content and infringement of third-party rights by Customer (in particular,

but not limited, intellectual property rights, similar rights as e.g. database rights and/or know-how); (b) Customer usage of Services (including any activities under Customer account and use by Customer employees and personnel); (c) breach of this Agreement and any Linked Documents or violation of applicable law by Customer (including by any person/entity under Customer's account and/or Customer's employees and personnel); (d) breach of any terms and conditions of Data Processing Agreement. Customer will reimburse Toloka for reasonable attorneys' fees and legal expenses.

6.2. Toloka will defend and indemnify Customer against claims for violation of data protection or in connection with any third-party claim alleging that Services infringe or misappropriate third party's intellectual property rights. Toloka indemnity is limited by amount of any adverse final judgment or settlement.

The obligation applies only if Customer: (a) gives Toloka prompt written notice of the claim; (b) permits Toloka to control the defense and settlement of the claim; and (c) reasonably cooperates with Toloka in the defense and settlement of the claim. In no event may Customer agree to any settlement of any claim without the written consent of Toloka.

The obligation under this Section will not apply to the extent the underlying allegation arises from: (a) Customer breach of this Agreement or violation of applicable law; (b) modifications to Toloka technology or Services by anyone other than Toloka.

7. WARRANTIES AND REPRESENTATIONS

7.1. Each party warrants, represents and covenants that it has all right, power and authority necessary for its execution and delivery of this Agreement, and performance of its obligations hereof.

7.2. Customer warrants and represents that:

(a) all details provided by Customer, when Customer signed up into Platform are accurate, complete, and reliable;(b) Customer reviewed all the limitations and guides how to use Services, accepts, and undertakes to comply with them;(c) Customer provided all necessary notices, made all necessary registrations and secured all the necessary consents of third parties and legally holds all the necessary rights to information and Content uploaded on the resources of Platform;(d) Customer is not subject to any sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority;(e) Customer or its licensors own all rights, titles, and interests in and to Customer Content;(f) Customer has all rights in Content necessary to grant the rights

contemplated by this Agreement;(g) Customer meets the requirements of applicable law in its activities.

7.2.1. In the event that, after execution of this Agreement, Customer has a reasonable basis to believe that any of the foregoing warranties and representations may no longer be true or have been breached, Customer shall immediately notify Toloka in writing.

8. LIMITATION OF LIABILITY

8.1. To the extent possible under the applicable law, Toloka is under no circumstances liable to Customer for lost profits, loss of business, contracts, anticipated savings, loss of profit, loss of revenue, loss of goodwill, loss of reputation, loss or use of data and/or any indirect (consequential) damages resulting from or in connection with Services.

8.2. To the maximum extent permitted by applicable law, neither Toloka, nor Toloka's suppliers, may be held liable under this Agreement so that their liability exceeds the amount paid under this Agreement for the last Accrual period preceding the claim.

8.3. Toloka may suspend or limit Customer's access to or use of Services in the following cases:

- (a) breach of warranties and representations by Customer;
- (b) late payments of fees payable under this Agreement;
- (c) force majeure;
- (d) if Toloka is obligated to do so by virtue of law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process;
- (e) if Customer uses Services in violation of third party's intellectual property rights or similar rights or applicable law;
- (f) in any other cases, specified in this Agreement and the documents referred to in Agreement, including the breach of Service Terms.

9. TERM AND TERMINATION

9.1. This Agreement shall become effective on the date of its execution stated on the first page of this Agreement and, unless earlier terminated pursuant to this Section 9, will continue for one (1) year. Thereafter, this Agreement will be automatically extended on a month-to-month basis until either party terminates this Agreement pursuant to this Section 9 or by providing at least 60 days prior written notice of termination to the other party.

9.2. Customer may terminate Agreement, with or without cause, by giving at least sixty (60) days' prior written notice to Toloka. Upon any such termination, Customer is liable to pay for Services performed and liabilities incurred prior to expiration or termination.

9.3. Termination for Cause.

(9.3.1. Toloka may terminate Agreement in its entirety or in partial immediately upon Customer's material breach under Agreement or any linked documents and Customer's failure to cure such breach within three (3) days after receipt of written notice to Customer specifying the breach in reasonable detail.

9.3.2. Customer may terminate Agreement upon Toloka's material breach, including any permanent, long-term suspension or interruption of the Services by Toloka by providing written notice to Toloka specifying the breach in reasonable detail, if such breach has not been or cannot be rectified by Toloka within thirty (30) days after such written notice.

9.4. If Customer does not agree with changes to this Agreement or any Linked Document, Customer may terminate this Agreement by notifying Toloka in writing within ten (10) calendar days since the changes become effective. Agreement shall be deemed terminated from the date when Toloka receives the Customer's notice.

9.5. Customer's termination notice shall be sent as a scanned copy of an application signed by Customer or an authorized representative of Customer to Toloka's e-mail address.

9.6. If there are unused funds on Customer's Profile, Toloka will return such funds to Customer within thirty (30) calendar days after termination of this Agreement based on a written application of Customer signed by Customer or an authorized representative of Customer. Customer must submit Toloka a scanned copy of such application for return. Toloka may withhold Service Fees payable by Customer, accrued liquidated damages, and losses Toloka incurred as a result of Customer's failure to perform contractual obligations, from any amounts to be refunded to Customer.

10. CHANGES

10.1. Toloka may change the Agreement, Service Terms, Service Rates and Acceptable Use of Policy, and other Linked Documents unilaterally.

10.2. Toloka will notify Customer at least ten (10) calendar days prior to any changes to the Agreement, Service Terms, Service Rates and Acceptable Use of Policy, or Linked Documents become effective, except if the changes apply to new technical functionalities of Services or new Services as to which Toloka is generally always entitled to and in which case they will become effective immediately upon posting on Site, without prior notification.

10.3. Toloka will notify Customer on changes to the terms of this Agreement and/or Linked Documents subject to 10.1 clause above via Profile or by sending an email to the email-address registered by Customer.

10.4. If Customer does not agree with the changes to this Agreement and/or Linked Documents, Customer may terminate this Agreement by sending a written notice of termination within ten (10) calendar days since the changes become effective. After the expiry of ten (10) calendar days without such notice, this will be deemed an acceptance of the changed terms by Customer.

11. APPLICABLE LAW AND DISPUTES RESOLUTIONS

11.1. This Agreement and any attached or linked documents shall be governed and construed in accordance with the laws of England and Wales.

11.2. For legal entities. If the Parties are unable to reach an agreement in the specified manner, the disputes shall be submitted for resolution to arbitration located in London, UK. All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The Emergency Arbitrator Provisions shall not apply. The Arbitral Tribunal shall consist of one arbitrator. The language of the arbitration shall be English. The award of the Arbitral Tribunal shall be final and binding upon both Parties.

The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply, provided the amount in dispute does not exceed US\$ 1 000 000 (One million) at the time of the communication referred to in Article 1(3) of the Expedited Procedure Rules.

11.3. For sole traders and individuals. If the Parties are unable to reach an agreement in the specified manner, the disputes shall be submitted for resolution to High Court of Justice located in London, UK.

12. CONFIDENTIALITY

12.1. Confidential information means any information of the disclosing party, including, but not limited to: scientific, technical, technological, production, financial, economic, or other information, including information on information security, identification/authentication, and authorization (logins, passwords, etc.) tools, software and hardware suites, principles of their operation, source codes (their parts) of computer programs; statistics, information on customers, products, services, research findings. Parties undertake not to disclose or transfer to any third parties' confidential information obtained from each other while implementing Agreement, except as specified in Agreement, stipulated by applicable law or agreed by Parties in writing, and not to use it for purposes contrary to purposes of Agreement.

12.2. Receiving Party shall in no event use a lower degree of care in safeguarding the disclosing Party's Information than it uses for its own information of like sensitivity and importance and upon discovery of any unauthorized disclosure of Information in its possession the Receiving Party shall use its best endeavors to prevent any further disclosure or unauthorized use thereof.

12.3. Confidentiality obligations do not apply to any information in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party.

12.4. If confidential information is disclosed deliberately or carelessly, Party at fault undertakes to indemnify for losses caused by such disclosure, if the affected Party requests so.

12.5. The obligations set forth in this Section shall bind the Parties for a period of five (5) years from the date of disclosure of confidential information and such obligations shall survive the termination or earlier expiration of this Agreement.

12.6. The following information provided by Parties is not deemed of being the breach of confidentiality:

(a) Information is required by applicable law or regulatory, legal or administrative process, or any other order or mandate of a court or other governmental or municipal authority, to be disclosed by the receiving party but, only to the minimum extent required and for the purpose of such order, and provided that the receiving party first notifies disclosing party of the order (if not prohibited by applicable law) and, upon the request of the Disclosing Party, receiving party shall use commercially reasonable efforts to assist the disclosing party, at the Disclosing Party's sole expense, in seeking an appropriate protective order;

(b) information provided to auditors and external consultants subject to such persons undertook to protect the confidentiality of information transferred under terms that ensure equal or higher level of protection as compared to the terms of Agreement;

(c) information provided to a Party's affiliates, if such provision to an affiliate is reasonably needed for Party to discharge its contractual obligations and the affiliate undertook to protect the confidentiality of information transferred under terms that ensure equal or higher level of protection as compared to the terms of Agreement;

(d) information provided to third parties involved to provide all or some Services, if such parties undertook to protect the confidentiality of information transferred under terms that ensure equal or higher level of protection as compared to the terms of Agreement.

12.7. Any references to Toloka shall only be published and the fact and/or details of cooperation relating to this Agreement shall only be communicated to third parties or the public with the prior written consent of Toloka, except where applicable law oblige to provide the relevant information.

13. NOTICES

13.1. Parties accept electronic communication, e-mails, and copies of texts in electronic documents (files) sent by Parties as binding, if such communication is provided in ways specified hereto. Toloka is entitled to request any documents exchanged using the e-mail addresses in countersigned hard copies.

13.2. Toloka may send any notices, messages, and documents to Customer by e-mail or by posting such notices, messages, and documents on Site and/or in Profile and/or by SMS messaging to a mobile phone number, provided by Customer in Profile. Notices which Toloka provides by posting on Site will be effective upon posting and notices which Toloka provides by e-mail will be effective when Toloka sends the e-mail. It is Customer responsibility to keep Customer e-mail address current. Customer will be deemed to have received any email sent to the e-mail address then associated with Customer account when Toloka sent the e-mail.

13.3. Customer may send messages and notices to Toloka by Toloka's e-mail specified on Site or via feedback forms available to Customer on Site or Profile. All legal notices must be in writing and signed by authorized representative of Customer.

13.4. Parties confirm that the exchange of documents, including letters, notifications, notices, and other communications transferred in any way specified above, will have evidential significance and full legal force.

14. MISCELLANEOUS

14.1. **No agency.** This Agreement does not create any agency, partnership relations, joint activity relations, employment, or any other relations between Customer and Toloka that are not expressly stipulated in Agreement.

14.2. **Severability.** If any term (or part of term) of this Agreement and/or any document referred to in Agreement is invalid, void, illegal, and unenforceable, the rest of Agreement and any document referred to in Agreement will remain in effect.

14.3. **No waiver.** Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement and/or any document referred to in Agreement.

14.4. **Assignment.** Agreement provides no assignment of any exclusive rights or no license granted by Toloka to Customer for any parts of Platform and Services, unless otherwise expressly stipulated in Agreement and the documents referred to in Agreement.

14.4.1. Customer may not assign any part of this Agreement or the documents referred to in Agreement without prior written consent of Toloka.

14.4.2. Customer confirms acceptance of Toloka's right to assign the rights to claim for Customer's liabilities to third parties and submit necessary information about Customer outstanding liabilities.

14.5. **Trademarks.** Customer authorizes Toloka to use a logo, trademark, trade name and/or name of the Customer's software product and/or the Customer's Site for information, for referring to you as a customer on Site or for advertising and marketing purposes with no need to secure any additional consent of Customer and with no remuneration payable to Customer for such use.

14.6. **Anti-Bribery.** The companies of Yandex Group adhere to the principles and conditions of work set out in the Yandex Code of Business Conduct and Ethics in all its activities. The companies of Yandex Group expect their contractors and customers to abide by the principles of business conduct set out in the Code of Business Conduct and Ethics. A copy of the Code of Business Conduct and Ethics is available in the corporate section of the Yandex portal at: <http://ir.yandex.com/documents.cfm>.

Parties acknowledge, agree and warrant that they pursue a policy of zero tolerance to bribery and corruption, which means that corrupt conduct and assistance payments /business-related facilitation payments, and payments securing faster solutions are strictly prohibited. Under Agreement Parties and their affiliates, employees, mediators, and representatives (including agents, commissionaires, customs brokers and other third parties involved, directly or indirectly, in implementing Agreement) will not accept, pay, offer or permit (authorize) to pay/accept any funds or transfer any valuables (including intangible assets), directly or indirectly, to any parties to influence their actions or decisions seeking to gain any unfair advantages, inter alia, bypassing procedures established by laws, or pursuing any other improper aims. If a Party suspects that any provisions of this section of Agreement were or may be violated, this Party undertakes to immediately notify the other Party of its suspicions in writing.

14.7. **Force Majeure.** Parties are released from liability for partial or full failure to discharge the obligations under Agreement, if such failure was caused by force majeure, including acts of God; natural and industrial disasters; acts of terrorism; hostilities; civil unrest; adoption by public bodies or local self-governments of acts prohibiting or restricting activities of Parties under Agreement; other circumstances that have arisen after Agreement was signed as a result of emergencies Parties could neither foresee nor prevent, which make it impossible to discharge (properly discharge) the obligations of Parties.

14.7.1. If force majeure occurs, each Party shall notify the other Party. The notice shall describe the nature of the force majeure and contain official documents certifying its existence and, if possible, evaluating its effect on the Party's ability to fulfill its contractual obligations.

14.7.2. If force majeure or its consequences last for one (1) month or more, either Party may unilaterally terminate Agreement.

14.8. **Parties' Details.** If Parties change their name, their legal status, addresses and/or settlement details and make other changes that may affect the implementation of Agreement, a Party that made changes shall notify the other Party within five (5) calendar days from when such changes became effective.

14.9. **Survival.** Obligations of Parties, which, by their nature, shall remain in effect (including, but not limited to confidentiality and settlement obligations, obligations to use information), will survive the termination of this Agreement.

14.10. **Conflicting Terms.** If there is a conflict between the documents that make up this Agreement, Agreement shall prevail. If Toloka provides this Agreement in more than one language for the country of Customer's billing address, and there is a discrepancy between the English text and the translated text, the English text will govern.

14.11. **Entire Agreement.** The Agreement constitutes the whole and only agreement between the parties relating to its subject matter and supersedes and excludes all prior agreements or arrangements made between them that relate to it.

15. TERMS AND DEFINITIONS

"Accrual Period" means a calendar month unless otherwise agreed by the Parties. The first Accrual period is defined as the period from the Effective date of this Agreement to the last day of the month.

"Content" means data, text, programs, databases, music, sounds, photos, graphics, videos, messages, and other materials.

"Customer Content" means Content uploaded by Customer on the resources of Platform via Services.

"Effective Date" means the earlier of the date Customer first accepted this Agreement or starts to use Toloka Platform via Profile.

"Output" means the annotations and labels based upon the Customer Content that are returned to Customer through Toloka Platform.

"Profile" means the closed section of Toloka Platform, provided by Toloka to Customer for administering Services, including but not limited to order and manage Services; containing total records of Services ordered and used, billing information about Customer's payments made and amounts payable under Agreement, information on the status of Customer's Profile, Customer login details; providing means for Parties to exchange notices and messages; performing other actions required to make use of options of Platform. Profile has technological nature and does not have the status of a settlement or bank account.

"Services" means information and consulting services rendered by Toloka, the result of which is the performing of the Customer's Tasks by the Users and/or by using software tools through the Toloka Platform.

“Service Rates” means the applicable fees for each billing unit of any Service. Links to Service Rates for a specific Service are set forth on Site or in Profile.

“Service Fees” means the aggregate fees based on Customer's usage of Services and Service Rates.

“Site” means a website available online at <https://toloka.ai>, or <https://toloka.yandex.com>, <https://toloka.yandex.ru>, and <https://toloka.yandex.com.tr> as may be updated by Toloka from time to time.

“Toloka Platform” means Toloka software including the software interface of Profile, located on Site, and API that provides means to use Services.

“Task” means a request by Customer for Services to be performed on the Toloka Platform by Users or by using software tools. One Task constitutes a single request for Services to be provided.

“Requirements” means requirements to Users that may perform Task or requirements to Output, specified by Customer.

“Users” means Internet users registered at the Toloka Platform, which accepted the terms of the User Agreement. For the avoidance of doubt, Users do not constitute Subcontractors or Toloka Personnel under this Agreement. Users failing to comply with Task Requirements shall not be allowed to perform Tasks.

THE PREVIOUS VERSION OF THE AGREEMENT INDICATED BELOW IS IN LEGAL EFFECT UNTIL THE PRESENT VERSION OF THE AGREEMENT SHALL COME INTO FORCE.

ORDERING OF THE SERVICES UNDER THIS AGREEMENT BEFORE THE EFFECTIVE DATE SHALL BE CONSIDERED AS ACCEPTANCE OF THE PRESENT VERSION OF THIS AGREEMENT.

FOR ALL NEW CUSTOMERS THE PRESENT AGREEMENT SHALL BE APPLIED FROM THE DATE OF PUBLICATION.