

**THIS VERSION IS NO LONGER IN FORCE, THE CURRENT VERSION OF TOLOKA TERMS OF USE IS LOCATED HERE:**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

**Date of publication:** August 01, 2022

**Effective Date:** September 09, 2022

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These Terms of Use (this "**Agreement**") govern your use of the Toloka services and any related software, code, or documentation (collectively, the "**Services**") made available by Intertech Services AG, Werftstrasse 4, 6005 Luzern, Switzerland, [customercare@toloka.ai](mailto:customercare@toloka.ai) ("**Toloka**").

This Agreement governs acquisition of the Services by Customers residing outside the USA and Russia. Please use another version of Toloka Terms of Use, if you reside in the USA: [https://toloka.ai/legal/terms\\_of\\_offer\\_usa/](https://toloka.ai/legal/terms_of_offer_usa/).

THE SERVICES ARE TO BE USED ONLY FOR BUSINESS PURPOSES, I.E. TO PROFESSIONAL CUSTOMERS AND INTENDED TO THEIR PROFESSIONAL OR BUSINESS ACTIVITY, AND NOT FOR THEIR PERSONAL OR FAMILY USE. BY CLICKING BOTH ON "I ACCEPT TOLOKA TERMS OF USE" AND ON "I ACCEPT I) THAT THIS AGREEMENT, AND ALL CLAIMS OR DEFENSES BASED ON, ARISING OUT OF, OR RELATED TO THIS AGREEMENT OF THE RELATIONSHIP OF THE PARTIES CREATED HEREBY, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM OR RELATED TO THE NEGOTIATION, EXECUTION, PERFORMANCE, OR BREACH OF THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, LAW, EQUITY, OR OTHERWISE, **SHALL BE CONSTRUED WITH AND GOVERNED BY THE SUBSTANTIAL LAWS OF SWITZERLAND**, WITH EXCLUSION TO ITS CONFLICT OF LAW PRINCIPLES AND THE VIENNA CONVENTION ON THE SALE OF GOODS AND II) THAT ANY DISPUTE OR CLAIM ARISING OUT OF, RESULTING FROM OR IN CONNECTION THE AGREEMENT **SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF THE CITY OF ZURICH, SWITZERLAND** (THE FOREGOING SHALL NOT RESTRICT THE RIGHT OF TOLOKA TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF IN ANY COURT OF COMPETENT JURISDICTION), YOU AGREE ON YOUR BEHALF AND/OR ON BEHALF OF YOUR ORGANIZATION (TOGETHER, "**CUSTOMER**") TO BE BOUND BY THIS

AGREEMENT, INCLUDING THE CHOICE OF LAW AND JURISDICTION CLAUSE, AND YOU CONFIRM THAT YOU WILL USE THE SERVICE FOR YOUR PROFESSIONAL AND/OR BUSINESS ACTIVITY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SERVICES. CUSTOMER IS INFORMED OF THE CONCLUSION OF THE AGREEMENT BY AN AUTOMATICALLY GENERATED CONFIRMATION SENT BY EMAIL TO CUSTOMER AND THE CONFIRMATION EXPLICITLY MENTIONS THE CHOICE OF LAW AND JURISDICTION CLAUSE.

Customer and Toloka are each individually referred to as "**Party**" and collectively referred to as the "**Parties**".

Defined terms used in this Agreement with initial letters capitalized have the meaning given in Section 14 of this Agreement.

This Agreement incorporates the following additional terms:

- i. Toloka Special Terms, including specific terms ("Special Terms") are set forth here: [https://toloka.ai/legal/special\\_terms/](https://toloka.ai/legal/special_terms/);
- ii. The Requestor's guide ("Requestor's guide") is set forth here: <https://toloka.ai/docs/guide/> and <https://toloka.ai/docs/toloka-apps/concepts/index.html> (depends on the Services ordered);
- iii. The Data Processing Agreement is set forth here: [https://toloka.ai/legal/dpa\\_sag](https://toloka.ai/legal/dpa_sag)
- iv. Any applicable NDA entered into between the Parties.

## 1. SCOPE OF THIS AGREEMENT

1.1. Customer's Rights to Use the Services; Restrictions. Subject to the terms and conditions of this Agreement, including the payment of all applicable fees, Customer may access and use the Services during the Term solely for Customer's internal business purposes. Customer may not (a) interfere with or disrupt the Services or attempt to gain access to any systems or networks that connect to the Services (except as required to access and use the Services, and then only in accordance the terms of this Agreement); (b) copy, transfer, sell, lease, syndicate, sub-syndicate, lend, or use for co-branding, timesharing, service bureau, arbitrage or other unauthorized purposes the Services; or (c) modify, prepare derivative works of, translate, reverse engineer, reverse compile, disassemble any of the Services, as applicable, or any portion thereof, or attempt to do any of the foregoing, unless and to the extent permitted by mandatory applicable law.

1.2. Ownership; No Implied Licenses. Customer acknowledges that, as between the Parties, Toloka owns all right, title, and interest in and to the Services. Except to the extent set forth herein, (a) Toloka does not grant to Customer any license, express or implied, to Toloka's intellectual property rights and (b) nothing in this Agreement or the performance thereof, or that might otherwise be implied by the applicable law, will operate to grant either Party any right, title or interest, implied or otherwise, in or to the intellectual property rights of the other Party. Toloka, on behalf of itself and its

licensors, expressly reserves all intellectual property rights not expressly granted under this Agreement.

1.3. Provision of the Services. Toloka will provide the Services in accordance with the terms and conditions of this Agreement and as specified in the Customer's Task set through the Toloka Platform and any other requirements mutually agreed by the Parties in writing or by Electronic means.

## 2.2. FEES AND PAYMENTS

2.1. Payment Terms. All amounts invoiced by Toloka in accordance with this Agreement are due and payable without offset within ten (10) days from the invoice date. If any invoiced amounts are not paid in full within such time period, Toloka may, without limitation of its other rights and remedies, suspend the Services until payment has been made. All payments shall be invoiced and paid in U.S. Dollars (actual currency; payment must be made in U.S. Dollars).

2.2. Payment Methods. Customer shall pay all applicable Service Fees and charges for usage of Services using one of the payment methods which Toloka supports. Any banking charges levied on financial transactions made in fulfillment of this Agreement shall be payable 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.

2.3. Taxes. Customer is solely responsible for all taxes, fees, duties, and governmental assessments (except for taxes based on Toloka's net income) that are imposed or become due in connection with the subject matter of the Agreement.

2.4. Reports. Toloka shall send to Customer via e-mail or Profile a report on Services provided within the Accrual Period and the cost of Services (**the "Report"**), 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.

2.5. Discounts and offerings. Toloka may provide Customer with discounts or pricing offerings based on the volume of the Services ordered by Customer, 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. CUSTOMER OBLIGATIONS

3.1. Customer will:

- 3.1.1. use the Services in accordance with the provisions of this Agreement;
- 3.1.2. use the Services in accordance with the Requestor's Guide;
- 3.1.3. accept the Services in accordance with the Requestor's Guide;

- 3.1.4. provide all information reasonably requested by Toloka, including to facilitate the Services and verify Customer's compliance with this Agreement.

## 4. CUSTOMER OWNERSHIP; LICENSES ; SUBCONTRACTING

4.1. Customer Content and Output. Except for the rights expressly granted in this Agreement, this Agreement does not grant to Toloka any rights concerning the Customer Content or Output, and Customer owns and reserves all right, title, and interest in and to the Customer Content and Output.

4.2. License Grants: Customer hereby grants to Toloka a royalty-free, fully paid-up, worldwide, sublicensable, non-transferable (except as set forth below), nonexclusive license to:

- 4.2.1. use the Customer Content and Output during the Term for the purpose of providing the Services under this Agreement; and
- 4.2.2. use anonymous Customer Content in order to operate, analyze, and improve the Services, including the creation of anonymous and/or aggregated data derived from Customer Content and use such anonymous and/or aggregated data in order to operate, analyze, and improve the Services.
- 4.2.3. use anonymous Customer Content and Output for internal training and education, internal product evaluation, testing and any other related purposes.

4.3. Derived Data. Toloka may use and disclose for any purpose data that is derived from Customer Content and that does not reasonably identify Customer. By way of example and without limitation, Toloka may use such derived data to:

- 4.3.1. track the number of users and uses of Services on an anonymous aggregate basis as part of Toloka marketing efforts to publicize the statistics or aggregated data on usage of Toloka Platform;
- 4.3.2. analyze usage patterns for product development efforts; and
- 4.3.3. develop further analytic frameworks and application tools.

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

4.4. Subcontracting. Toloka may freely and at its own discretion engage its Affiliates or other third parties with the performance of all or parts of this Agreement and/or Services or any of its obligations under and/or in relation with this Agreement, without the need of Customer consent. Toloka may further freely and at its own discretion use any software to provide the Services.

## 5. INDEMNIFICATION

5.1. By Customer. Customer will indemnify and hold harmless Toloka, its Affiliates, and each of its and their agents, employees, officers, directors, agents and licensors from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs, (collectively "**Losses**") arising out of or relating to, and defend each of them from, any third-party claim, action, or proceeding, including any governmental proceeding, (each, a "**Claim**") concerning: (a) any Customer Content (including any claim that Customer Content infringes, violates, or misappropriates any third-party rights, database rights and/or trade secrets); (b) Customer's use of Services (including any activities under Customer's account and use by Customer employees and personnel); (c) Customer's breach of this Agreement or violation of applicable any applicable law or governmental rule or regulation (including by any person/entity under Customer's account, whether authorized by Customer or not); and (d) breach of any terms and conditions of Data Processing Agreement.

5.2. By Toloka. Toloka will indemnify and hold harmless Customer from and against any Losses awarded in a final judgment arising out of or relating to, and defend it from (or settle at Toloka's expense), any Claim alleging that the Services infringe, violate, or misappropriate a third party's intellectual property rights; provided that Customer (a) gives Toloka prompt written notice of such a 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 Toloka's written consent. Toloka's obligations under this Section 5.2 will not apply to the extent the Claim arises from: (a) Customer's breach of this Agreement or violation of any applicable law or governmental rule, or regulation; (b) modifications to Toloka technology or Services by anyone other than Toloka; and (c) use of the Services in combination with any software or hardware neither provided nor authorized by Toloka.

## 6. WARRANTIES; DISCLAIMER

6.1. Mutual. 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.

6.2. By Customer. Customer warrants, represents, and covenants that: (a) all details provided by Customer are accurate, and complete, and that Customer will keep such information current at all times during the Term; (b) Customer has collected and will collect the Customer Content in compliance with all applicable laws and governmental rules and regulations, including without limitation laws on privacy, security, and personal data, and Customer has and will obtain such consents or other legal permissions as are required by applicable law and the Data Processing Agreement; (c) Customer or its licensors own all right, title, and interest in and to the Customer Content or otherwise has all rights in Customer Content necessary to grant the rights granted by Customer under this Agreement; and (d) Customer's use of the Services will comply with all applicable laws and governmental rules and regulations; and (e) 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 Swiss Confederation and/or the sanctions supported by the Swiss Confederation, the U.S. 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. If Customer has a reasonable basis to believe that any of the foregoing warranties, representations, or covenants may no longer be true or has been breached, Customer shall immediately notify Toloka in written form and/or through telecommunication channels.

**6.3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS AGREEMENT, CUSTOMER ACCEPTS THE SERVICES "AS IS", WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, ABILITY OF FULFILLING A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TOLOKA DOES NOT OFFER ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, BE UNINTERRUPTED OR ERROR FREE, OR FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT, DEVICE, SOFTWARE, OR OTHER MATERIALS. WITHOUT LIMITATION OF THE FOREGOING, TOLOKA WILL BEAR NO RESPONSABILITY FOR ANY: (A) ERRORS, MISTAKES, OR INACCURACIES OF ANY CUSTOMER CONTENT; (B) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICES OR ANY OUTPUT; (C) ANY INTERRUPTION OF TRANSMISSION TO OR FROM THE SERVICE; (D) ANY VIRUSES OR OTHER HARMFUL OR MALICIOUS CODE THAT MAY BE TRANSMITTED ON OR THROUGH THE SERVICES BY ANY THIRD PARTY; (E) ANY LOSS OR DAMAGE OF ANY KIND INCURRED RESULTING FROM THE USE OF ANY OUTPUT; OR (F) ANY THIRD-PARTY HARDWARE, SOFTWARE, OR SERVICES.**

## **7. LIMITATION OF LIABILITY**

**7.1. NO LIABILITY. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL TOLOKA OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO CUSTOMER (OR ANYONE USING ITS ACCOUNT'S) FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, NON REALISED SAVING, OR ANY INCIDENTAL, INDIRECT, MEDIATE, EXEMPLARY, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND (INDEPENDENT FOR THE LEGAL GROUND), SUCH AS CONTRACTUAL, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), WHETHER OR NOT FORESEEABLE, EVEN IF ONE PARTY HAS BEEN ADVISED, WAS AWARE OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, IF SUCH DAMAGES RESULT FROM CUSTOMER (OR ANYONE USING ITS ACCOUNT'S) USE OF THE SERVICES.**

**7.2. LIMITED DAMAGES. EXCEPT FOR THE DAMAGES SET FORTH IN SECTION 7.1 IN WHICH LIABILITY IS EXCLUDED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING**

**TO THE CONTRARY HEREIN CONTAINED, TOLOKA'S TOTAL LIABILITY FOR DIRECT AND IMMEDIATE DAMAGES (CUMULATIVE CONDITIONS) TO THE CUSTOMER UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE FEES, PAID BY THE CUSTOMER TO TOLOKA FOR THE USE OF THE SERVICES, DURING THE LAST TWELVE MONTHS PRECEDING THE DAMAGING EVENT THAT GAVE RISE TO A LIABILITY CLAIM.**

## 8. TERM AND TERMINATION

8.1. Term. This Agreement shall become effective when the Customer accepts Toloka Terms of Use as set forth on the first page of this Agreement.

8.2. Customer Termination for Convenience. Customer may terminate Agreement, with or without cause, by giving at least sixty (60) days' prior notice to Toloka, in Written form or through Telecommunication channels or as otherwise provided in this Agreement.

8.3. Termination for Cause.

- 8.3.1. By Toloka. Toloka may terminate this Agreement in whole or in part immediately if Customer materially breaches this Agreement and fails to cure such breach within three (3) days after receipt of notice in Written form or through Telecommunication channels to Customer specifying the breach in reasonable detail.
- 8.3.2. By Customer. Customer may terminate this Agreement if Toloka materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of notice to Toloka, in Written form or through Telecommunication channels, specifying the breach in reasonable detail.

8.4. Effect of Termination; Survival. Upon the expiration or termination of this Agreement, Toloka will have no further obligations to Customer and Customer may no longer use Services. Customer shall remain liable for all unpaid Service Fees; provided that, if there are unused funds on Customer's account, Toloka may offset such funds to any unpaid amounts. If unused funds remain, Toloka will return such funds to Customer within thirty (30) calendar days following the Customer's request, in Written form or through Telecommunication channels, without any interest due. Without limitation of Toloka's other rights and remedies, Toloka may withhold from such funds any amounts otherwise owed to Toloka, including damages incurred in connection with any breach by Customer of this Agreement. The obligations of Parties that, by their nature, are intended to remain in effect (including, but not limited to confidentiality and payment obligations, obligations to use of the information), will survive the expiration or termination of this Agreement; including but not limited to Sections 2, 4, 5, 6, 7, 10, 11 (in accordance with its terms), 12, 13 and this Section 8.4.

## 9. CHANGES TO AGREEMENT

9.1. Changes to Terms. Toloka may change any term of the Agreement and Linked Documents unilaterally. Toloka will notify Customer through Telecommunication channels, at least forty (40) calendar days prior to any changes to the Agreement, Special Terms, Service Rates, or Linked Documents become effective ("Change Notice"), except if the changes apply to new technical functionalities of Services or new Services, in which case such changes will become effective immediately upon posting on Site, without prior notification. Change Notice shall be given via Profile or by sending an email to the email-address registered by Customer.

9.2. Customer Termination Right. If Customer does not agree with changes to this Agreement, Customer may terminate this Agreement by sending a notice, in Written form or through Telecommunication channels, of termination or notification in the Customer's Profile within thirty (30) calendar days following Change Notice is given. Failure to provide such notice of termination within such thirty (30)-day period will be deemed acceptance of the changed terms by Customer.

## 10. APPLICABLE LAW AND DISPUTES RESOLUTIONS

10.1. Choice of Law. This Agreement, and all claims or defenses based on, arising out of, or related to this Agreement of the relationship of the Parties created hereby, including without limitation those arising from or related to the negotiation, execution, performance, or breach of this Agreement, whether sounding in contract, tort, law, equity, or otherwise, shall be construed with and governed by the substantial laws of Switzerland, with exclusion to its conflict of law principles and the Vienna Convention on the Sale of Goods.

10.2. Venue. Any dispute or claim arising out of, resulting from or in connection the Agreement shall be subject to the exclusive jurisdiction of the competent courts of the city of Zurich, Switzerland. The foregoing shall not restrict the right of Toloka to seek injunctive or other equitable relief in any court of competent jurisdiction.

## 11. CONFIDENTIALITY

11.1. Confidential Information Defined. "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, personal data, 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, individual discounts, research findings, and any other items that are marked or identified as "confidential" or "proprietary" or with other similar words.

11.2. Protection of Confidential Information. Each Party undertakes not to disclose or transfer to any third party any Confidential Information obtained from the other Party, except as permitted in the Agreement nor use any Confidential Information for its



own purposes other than to exercise its rights and perform its obligations under this Agreement. The Parties shall take organizational and technical measures to protect Confidential Information of the disclosing Party similar to those they take to protect their own Confidential Information but shall exercise no less than reasonable care to prevent unauthorized access, disclosure, or use of such information.

Exceptions. The foregoing obligations shall not apply to information that:

- 11.2.1. is, as of the time of its disclosure or thereafter by lawful means becomes, part of the public domain;
- 11.2.2. was known to the receiving Party through lawful means, as of the time of its disclosure;
- 11.2.3. the receiving Party can show was developed independently by it without use of reference to the disclosing Party's Confidential Information; or
- 11.2.4. the Parties agree in writing or by Electronic means is not confidential and/or may be disclosed.

11.3. Duration. 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.

11.4. Permitted Disclosures. Notwithstanding the foregoing, a receiving Party may disclose the Confidential Information of the disclosing Party:

- 11.4.1. if required under applicable law or regulatory, legal or administrative process, or pursuant to any order or mandate of a court or other governmental or municipal authority, only to the minimum extent required, and provided that the receiving Party first notifies disclosing Party of the disclosure (if not prohibited by applicable law); 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 or other confidential treatment;
- 11.4.2. to auditors and external consultants provided such persons undertook to protect the confidentiality of the information with equal or higher level of protection as set forth in this Agreement;
- 11.4.3. to a receiving Party's Affiliates, if such disclosure is reasonably necessary to perform the party's contractual obligations or exercise its rights and the Affiliate undertook to protect the confidentiality of information transferred under terms requiring equal or higher level of protection as set forth by this Agreement;
- 11.4.4. to Affiliates and other third parties involved in the performance of the Services under this Agreement, if such parties undertook to protect the confidentiality of information transferred under terms requiring equal or higher level of protection as set forth by this Agreement;
- 11.4.5. that is shared to Affiliates and other third parties by Toloka in case of an Assignment by Toloka in accordance with Art. 13.4 or in case of any merger, restructuration, sale or similar transaction of pertaining to Toloka;
- 11.4.6. if required under the rules of any listing authority or stock exchange on which either Party or their Affiliates' shares are listed.

11.5. References to Agreement. Any references to Toloka as well as the terms and existence of this Agreement shall only be published or otherwise communicated to third parties or to the public with the prior written or by Electronic means consent of Toloka.

## 12. NOTICES

12.1. By Toloka. Toloka may send any notices, messages, and documents to Customer through Telecommunication channels (for example, by e-mail or by posting such notices, messages, and documents on Site and/or in Customer's Profile). Unless otherwise set forth in this Agreement, notices that Toloka provides by posting on Site will be effective upon posting, and notices that Toloka provides by e-mail will be effective when sent. Customer will be deemed to have received all messages sent to the e-mail associated with Customer Profile when Toloka sent the e-mail. Customer shall maintain a valid and accessible e-mail address in Profile at all times during the Term.

12.2. By Customer. 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. Without prejudice to Section 9 of the Agreement, all claims or addendums to the Agreement submitted by the Customer must be in writing and signed by authorized representative of Customer. At Toloka's request, Customer shall provide signed hard copies of any documents previously delivered via electronic means.

## 13. MISCELLANEOUS

13.1. No Agency. The Parties are independent contractors. This Agreement does not create any agency, partnership, joint venture, employment, fiduciary, or any other similar relationship between Customer and Toloka.

13.2. Severability. If any provision of the Agreement is held by any competent court or authority to be invalid, illegal or unenforceable, in any respect, then such provision will be given no effect by the Parties and shall not form part of the Agreement. To the fullest extent permitted by applicable law and if the rights and obligations of any Party will not be materially and adversely affected, all other provisions of the Agreement shall remain in full force and effect. The provision held invalid, illegal or unenforceable shall be replaced by a valid, legal and enforceable provision that achieves, as nearly as possible, the original intention of the Parties.

13.3. 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. The waiver by any Party of any breach or default will not constitute a waiver of any different or subsequent breach or default.

13.4. Assignment. Customer may not assign, transfer, delegate, sell, or otherwise dispose of this Agreement and/or of any of its rights and obligations under and in relation with the Agreement, including, without limitation, by operation of law, without the prior written consent of Toloka. Any purported assignment, transfer, delegation,

sale or other disposition in contravention of this Section 13.4 including, without limitation, by operation of law, is void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' permitted successors and assigns. Toloka may freely and at its own discretion assign, transfer, delegate, sell, or otherwise dispose of this Agreement and/or of any of its rights and obligations under and in relation with this Agreement, including, without limitation, by operation of law, without the prior consent of the Customer.

13.5. 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.

13.6. Use of Customer Name. Customer authorizes Toloka to use a logo, trademark, trade name and/or name of Customer's website to identify the Customer as Toloka's client for advertising and marketing purposes and without necessity to secure any additional consent of Customer and with no remuneration payable to Customer for such use.

13.7. Anti-Bribery. The Parties adhere to the applicable anti-corruption laws. The Parties hereby acknowledge and confirm that they have adopted a policy of zero tolerance to bribery and corruption, envisaging a total ban of any corrupt practices and on any facilitation payments. The Parties, their affiliates, employees, as well as intermediaries and representatives directly or indirectly involved in the performance of obligations of the Parties (including agents, commission agents, customs brokers and other third parties) shall not accept, pay, offer to pay and allow (authorize) the payment/acceptance of any funds or transfer of any benefits (including intangible), directly or indirectly, to/from any persons for the purpose of influencing the actions or decisions with the intention to obtain any improper advantage, including bypassing the procedure established by the laws, or pursuing other illegal purposes. This clause constitutes representations material for the Parties. The Parties rely on these representations when entering this Agreement. Either Party may unilaterally withdraw from the Agreement in case the other Party violates the obligations stipulated by this clause, by written notice and without recourse to the courts. The Agreement shall be terminated upon 10 calendar days from the date of the receipt of such written notice by the Party. If a Party suspects that any provisions of the present clause have been violated or might be violated, the Party concerned undertakes to immediately notify the other Party of its suspicions in writing or by Electronic means. The Parties agree that they will use the following addresses to report any violation/risk of violation of the present clause:

To notify Toloka: [customercare@toloka.ai](mailto:customercare@toloka.ai);

To notify Customer: address indicated in the Profile.

13.8. Force Majeure. Each Party is 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; epidemic or pandemic; acts of terrorism; hostilities; civil unrest; governmental acts prohibiting or restricting activities of Parties under Agreement; fire, flood, earthquake or other natural disaster, warfare, interruption or failure in telecommunications networks and

facilities (including the internet or either Party or their supply chain's data centre) or a utility service (including electricity); mandatory compliance with any law or other circumstances beyond the reasonable control of the Parties irrespective of their similarity to or difference from those mentioned above; and/or other circumstances that have arisen after the Agreement was signed as a result of emergencies Parties could neither foresee nor prevent, which make it impossible to properly discharge the obligations of Parties (each, a "Force Majeure Event"). If a Force Majeure Event prevents performance for last for 30 days or longer, either Party may unilaterally terminate Agreement.

13.9. Parties' Details. If Parties change their name, their legal status, addresses and/or payment details and/or make other changes that may affect the performance of Agreement, a Party that made changes shall notify the other Party within five (5) calendar days following the changes.

13.10. Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the body of this Agreement shall prevail. If Toloka provides this Agreement in more than one language, and there is a discrepancy between the English text and the translated text, the English text shall prevail.

13.11. Entire Agreement. This Agreement including all the documents listed as integral parts of the Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings relating to their subject matter. Each Party confirms that it has not relied on any representation, warranty, or undertaking which is not contained in this Agreement.

13.12. Processing of Personal Data of the Parties' Representatives. Parties agreed that to render Toloka services and manage the Agreement the personal data of the parties' representatives may be processed. The Parties undertake to strictly comply with all applicable data protection law concerning such processing. Customer is to provide all required persons with the information set out in the Privacy Policy available at <https://toloka.ai/privacy-notice/>.

## 14. 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.

**"Affiliate"** means any person that directly or indirectly controls, is controlled by, or is under common control with another person through one or more intermediaries or otherwise. The term "control" means having the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through ownership, by contract, or otherwise.

**"Agreement"** shall have the meaning set forth in the Preamble.

**"Change Notice"** shall have the meaning set forth under Section 9.1.

**"Claim"**, within the context of Section 5, shall have the meaning set forth under Section 5.1.

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

**"Customer"** shall have the meaning set forth in the Preamble.

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

**"Electronic means"** stands for electronic transactions conducted via the internet or other online communication networks.

**"Effective Date"** means the earliest date the Customer first accepted this Agreement or started to use Toloka Platform via Profile.

**"Initial Term"** shall have the meaning set forth under Section 8.1.

**"Losses"** shall have the meaning set forth under Section 5.1.

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

**"Party"** shall have the meaning set forth in the Preamble.

**"Profile"** means the closed section of the Toloka Platform provided by Toloka to Customer for administering the Services, including but not limited to: order and management of Services; storage of the 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; means provided for Parties to exchange notices and messages; performance of other actions required to make use of options of the Toloka Platform.

**"Renewal Term"** shall have the meaning set forth under Section 8.1.

**"Requestor's Guide"** shall have the meaning set forth in the Preamble.

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

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

**"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.

**"Special Terms"** shall have the meaning set forth in the Preamble.

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

**"Site"** means the website available online at <https://toloka.ai> or other websites designated by Toloka as may be updated by Toloka from time to time.

**"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.

**"Telecommunication channel"** means communications between Toloka and the Customer via Toloka Platform, Profile or through email.

**"Term"** shall have the meaning set forth under Section 8.

**"Toloka"** shall have the meaning set forth in the Preamble.

**"Toloka Platform"** means the Internet-based [crowdsourcing](#) platform, located on the Site, and APIs and other resources that provides means to use Services.

**"Users"** means Internet users registered at the Toloka Platform, who 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.

**"Written form"** shall have the meaning set forth under Article 12 ff. of the Swiss Code of Obligations.

Previous version of the document: <https://toloka.ai/legal/customeragreement/14092021>.