

OFFER TO CONCLUDE A LICENSE AGREEMENT WITH LLC «ARMOR»

Russian Federation, Moscow

This document is an offer from ARMOR Limited Liability Company (hereinafter referred to as «Armor»), addressed to individuals, to purchase the software on the terms set out below.

1. DEFINITIONS AND TERMS

1.1. For the purposes of this document, the following terms are used with the following meanings:

Offer – the present document «Offer to conclude a license agreement with Armor LLC», posted on the Website;

Website – an Internet site located at <https://armor.ru.com/>;

Right holder – Joint Stock Company «Kaspersky Lab», address: 39A/2 Leningradskoe Shosse, Moscow, 125212, OGRN 1027739867473 INN 7713140469, which owns all exclusive rights to the software;

User – an adult visitor to the Website who has the necessary level of legal capacity in accordance with the legislation of the Russian Federation and performs actions to purchase software for personal purposes not related to making a profit;

Software – Kaspersky computer programs owned by the Right Holder, detailed information (name, functional characteristics) about which is posted on the Website;

Acceptance of the Offer – full and unconditional acceptance of the Offer by performing the actions specified in section 3.1 of the Offer;

Agreement – a license agreement concluded between the User and «Armor» LLC on the basis of an Offer;

Personal Account – personalised section of a Website intended for the User and closed to public access. The User's access to the Personal Account is carried out through Authorisation on the Website;

Activation key – a unique code consisting of a set of characters (letters and/or numbers) intended for software activation.

2. SUBJECT OF THE AGREEMENT

2.1. The subject of the Agreement is Armor's obligation to grant the User the right to use the Software under the terms of a simple (non-exclusive) license and the terms of the Offer.

3. THE ORDER PROCESSING PROCEDURE

3.1. Authorisation on the Website

A necessary condition for the acquisition of software rights is the authorisation and Acceptance of the Offer by the User.

Authorisation is performed in the following order:

In the «All Product» section of the Website, the user clicks the interactive «Order» button under the card (information) software that the User plans to purchase.

Next, the User will be prompted to enter an email address or mobile phone number, as well as a temporary password.

The temporary password will be sent to the email address or mobile phone number specified by the User.

If the email has not been received to the email address you specified, check the spam tab in your mailbox or contact customer support at: support@armor.ru.com.

A necessary condition for authorisation is Acceptance of the Offer by the User by clicking the interactive button (ticking) «**I agree to the terms of this Offer**».

The User undertakes to provide reliable, complete and accurate information during the authorisation process. The User is responsible for providing false, incomplete or inaccurate information and for the resulting negative consequences. By paying for the software, the User confirms that actions performed after logging in to the Program using the User's email address and password are recognised as User actions performed by the User personally, unless the User proves otherwise.

3.2. Payment for software

After logging in on the Website, the User will be redirected to the payment page. Payment can be made using the methods indicated on the payment page, including through the Fast Payment System (SBP) through the Uniteller payment service and others, if provided.

The Fast Payment system is a payment method that allows to pay for orders through the mobile app of a member Bank of the SBP.

The security of transfers to the SBP is ensured at all levels – by participating Banks, Bank of Russia and NSPK – using modern security systems. SBP meets all information security standards.

The User's obligations to pay for the software are considered fulfilled from the moment the funds are credited to the Armor settlement account.

The price of the software is indicated in the «All Products» section of the Website under the card (information) of the corresponding software that the User is planning to purchase.

Armor has the right to unilaterally change the price for any software.

If an error occurs during the payment, please contact technical support at: support@armor.ru.com.

Important note: Armor does not store your bank card data.

After clicking the interactive «Order» button, the User can select automatic software payment by clicking the interactive «Auto-renewal» button. Upon Auto-renewal, funds for the next period of use of the software are debited from your means of payment automatically. Auto-renewal will ensure the continuous operation of the software you purchased.

You can disable Auto-Renewal from your personal account on the Website in the service management section. At the same time, you have the right to use the software until the end of the paid period.

3.3. Granting rights to the software

After paying for the software, the User will be redirected to the Personal Account section with:

- information about the period of use of the software (start/end date),
- activation key,
- a link to download the software distribution.

In case of problems, please contact technical support at: support@armor.ru.com.

3.4. Refund of funds

After paying for the software, the User cannot request a refund, either in full or in part, except in cases of significant violation of the Armor terms of the Agreement (for example, failure to provide the software).

Please note that almost every software has an introductory demo version. The user can install the demo version and evaluate the functional characteristics of the software before paying for the software.

The deadline for reviewing a refund request is 3-5 working days. The refund is carried out in the same way as the payment was made. The refund of funds under the SBP is carried out in the systems of banks instantly.

4. ARMOR'S RIGHTS AND OBLIGATIONS

Armor undertakes to:

- Provide the software to the User in accordance with the Agreement concluded under the terms of the Offer;

Armor has the right to:

- Temporarily suspend the execution of the Contract for technical, technological or other reasons while such reasons are eliminated;
- To terminate the Agreement ahead of schedule unilaterally and out of court by notifying the User in the following cases: a) violation by the User of obligations assumed in accordance with the Agreement, b) if the User is in debt for payment of the Software, c) presentation of Armor of the relevant legal requirement of the competent authority and / or a court decision, d) if the User's actions or the method of using / acquiring the Software show signs of dishonesty;

- To make changes to the Offer and other documents specified in the Offer (if applicable) unilaterally without special notification to the User;
- Automatically debit funds from the User's means of payment if the User has selected the «Auto-renewal» option in accordance with the terms of the Offer.

5. USER'S RIGHTS AND OBLIGATIONS

The User undertakes to:

- Pay for the software in the terms and in the order stipulated by the Offer and the Agreement;
- Do not use the software in ways that are not directly provided for by the Offer, Agreement, or license agreement of the Right Holder;
- do not change, decompile, or modify the software in any way;
- Do not transfer authorisation data (login and password) to third parties. Keep the authorisation data (login and password) secret;
- Do not use the software for the following purposes if such use entails a violation of the law and other applicable regulations, as well as the rights and legitimate interests of third parties;
- Do not delete, hide or modify any trademarks, logos, links or other references to Armor and/or the Right Holder and/or other individuals contained in the software or in the data obtained with their help (if any), as well as any other notices and/or information transmitted by the software.

6. RESPONSIBILITY

The right to use the software is granted on an «as is» basis, which means that

- The user is informed about the properties, functional characteristics and purpose of the software;
- The user is aware that the software may contain errors,
- Armor is not responsible for the quality of the software and does not guarantee its uninterrupted operation. The Right Holder bears full responsibility for the quality of the software;
- Armor does not guarantee that the software or any part of it will meet the requirements and expectations of the User;
- after paying for the software, the User undertakes to send requirements related to quality, performance, and functional characteristics of the software directly to the Right Holder;
- Armor is not responsible for any User losses, direct or indirect, related to the use of the software;
- Armor's liability is in any case limited by the price of the software.

7. GUARANTEES OF PAYMENT SECURITY

Payments for software payments are made through the payment processing service provider Uniteller.

Uniteller's security is confirmed by the PCI DSS Payment Card Industry Data Security Standard certificate. The reliability of the service is ensured by an intelligent monitoring system for fraudulent transactions, as well as the use of 3D Secure – a modern Internet payment security technology.

Your card details are entered on a special secure payment page. The transfer of information to the Uniteller processing company takes place using TLS encryption technology. Further information transmission is carried out through closed banking channels with the highest level of reliability.

Attention! Uniteller does not transfer your card details to the store or other third parties!

If your card supports 3D Secure technology, you will need to undergo additional user verification at the issuing bank (the bank that issued your card) to make the payment. To do this, you will be directed to the page of the bank that issued the card. The type of verification depends on the bank. As a rule, this is an additional password that is sent via SMS, a card of variable codes, or other methods.

8. PERSONAL DATA

The User agrees to Armor's processing of personal data specified during authorisation on the Website and/or upon Acceptance of this Offer, including the commission of Armor actions provided for in Paragraph 3 of Article 3 of Federal Law No. 152-FZ dated 27.07.2006 «On Personal Data», as well as the «Armor Privacy Policy»

With regard to personal data received from the User, Armor ensures the security and confidentiality of such personal data, as well as compliance with the requirements for their processing established by applicable law, including taking the necessary legal, organisational and technical measures to protect personal data from unauthorised or accidental access to them, destruction, modification, blocking, copying, dissemination of personal data, as well as from other illegal actions with such data, including requirements for the protection of personal data being processed, provided for in Article 19 of Federal Law No. 152-FZ dated 27.07.2006 «On Personal Data». Armor processes such data for the purposes established by this Offer, using and without the use of automation tools in the following ways: collection, recording, systematisation, accumulation, storage, clarification (updating, modification), extraction, use, transfer (provision, access), blocking, deletion, destruction of personal data. In the part provided for by the legislation, Armor also ensures the application of the measures specified in the Article 18.1 of Federal Law No. 152-FZ dated 27.07.2006 «On Personal Data».

9. CHANGING THE OFFER

The Offer may be changed unilaterally by Armor at any time without prior notice to the User. Any changes will take effect at the time of their publication on the Website. The User undertakes to independently check the current versions of the Offer for changes. The User has the right to refuse to accept changes and additions to the Offer, which will mean his refusal to use the software.