User Agreement


1.1. JSC BIOCAD (hereinafter referred to as BIOCAD) offers the Internet user (hereinafter referred to as the User) to use its web portal Biocadglobal.com under terms and conditions as laid down in this User Agreement (hereinafter referred to as the Agreement). Any development of Biocadglobal.com shall be the subject of this Agreement. The Agreement shall come into effect from the date when the User expresses his/her consent to observe its terms and conditions, and under procedure set forth in par. 1.2. hereof.

1.2. By starting to use Biocadglobal.com/its specific functions, the User shall be deemed to have agreed with the terms and conditions hereof in full and without any reservations and exceptions. Should the User disagree with any provisions hereof, the User may not use Biocadglobal.com. Should BIOCAD make any changes to the Agreement under procedure set forth in par. 1.3. hereof, and the User disagrees with changes, the User shall cease using Biocadglobal.com.

1.3. The use of Biocadglobal.com shall be governed by this Agreement. Unless otherwise is provided in a new edition of the Agreement, the Agreement may be amended by BIOCAD without any specific notice to the User, the new revision shall come into effect from the date of its posting in the Internet at the address specified in this paragraph. A valid revision of the Agreement may be found at the electronic address https://biocadglobal.com/uploads/files/agreement_BIOCAD_eng.pdf.

2. User’s Personal Data

2.1. For the purposes of using some functions of Biocadglobal.com, the User shall provide reliable and complete personal data, for example, his/her e-mail address, last name, first name, patronymic, telephone number. User’s Personal Data shall be processed by BIOCAD (Primary State Registration Number (OGRN) 1025002867196, Taxpayer Identification Number (INN): 5024048000, Tax Registration Reason Code (KPP): 785050001, address: Petrodvortsy district, Strelna, Svyazi st., bld. 34, lit. A, Saint-Petersburg, 198515) according to the Agreement.

2.2. The use of Biocadglobal.com means that the User unconditionally agrees to provide BIOCAD with cookies, and their personal data when using Biocadglobal.com, including IP addresses, dates and times of access to Biocadglobal.com, and that the said data will be processed by BIOCAD, including collection, systematization, accumulation, storage, refining (updating, modification), use, transfer in the cases set forth by the legislation of the Russian Federation, depersonalization, blocking, as well as the implementation of any other activities related to personal data, with regard to the requirements of the applicable legislation of the Russian Federation for purposes of creating database of persons who have provided their personal data, sending to them information containing answers to questions which such persons may be answered during the use of
the portal Biocadglobal.com, and data on BIOCAD vacancies. This consent shall be given by the User for an indefinite period of time. This consent may be revoked by the User by notifying BIOCAD in writing by registered mail with the list of enclosures.

2.3. According to the legislation of the Russian Federation, BIOCAD will keep the User’s personal data confidential and take measures to ensure its security.

2.4. BIOCAD will neither verify if the User’s personal data is reliable, nor will it evaluate his/her legal capability. BIOCAD shall proceed on the basis that the User provides reliable and complete personal information.

2.5. BIOCAD may use cookies for the purposes of research and statistics collection, improvement of Biocadglobal.com performance. BIOCAD may set a condition that Biocadglobal.com may only be used if the User accepts and receives cookies. The cookie structure, content and specifications shall be specified by BIOCAD, and may be changed by BIOCAD without prior notification of the User.

3. Use of Biocadglobal.com

3.1. BIOCAD may impose restrictions on the use of Biocadglobal.com applicable to all Users, including the presence / absence of individual functions, the maximum number of questions that the User will be able to send, the maximum length of the question, the maximum number requests to the site Biocadglobal.com, etc. BIOCAD may ban automatic requests to Biocadglobal.com.

3.2. BIOCAD may sent news item to Users. Using Biocadglobal.com as per Clause 1, Article 18, Federal Law No. 38-FZ “On Advertising” dated March 13, 2006, the User hereby agrees to receive advertisements. The User may refuse to receive the advertisements by using the relevant functions of Biocadglobal.com using which the User has received the advertisements.

3.3. The User shall be solely responsible for his/her activities on Biocadglobal.com related to third parties, including if such activities will result in infringement of right and legal interests of third parties, as well as compliance with the applicable legislation when using Biocadglobal.com.

3.4. When using Biocadglobal.com, the User may not upload, send, transfer or otherwise post and/or distribute illegal content; violate third party rights, and otherwise violate the legislation, including international laws.

3.5. All items made available by using Biocadglobal.com, including design elements, text, graphics, images, videos, software, databases, music, sounds, and other intellectual property items, as well as any other contents posted on Biocadglobal.com shall be items covered by exclusive rights of BIOCAD, Users, and other right holders. The Biocadglobal.com items and content may only be used in line with functions available on Biocadglobal.com. No Biocadglobal.com
items, and any content posted on Biocadglobal.com may be used otherwise without prior written approval of the right holder.

3.6. Biocadglobal.com may contain links to other websites (third party websites). BIOCAD will not verify compliance of the said third parties with any legal requirements. BIOCAD shall not be held liable for any information, materials posted on Third Party Websites which may be made available to the User by using Biocadglobal.com, availability of such websites or content, and consequences of their use by the User. A link to any website, product, service, any third party information posted on Biocadglobal.com shall not be deemed approval or recommendation of such website, product, service, any third party information by BIOCAD.

4. User Content

4.1. The User shall be solely responsible for compliance of content posted by the User with the requirements of current legislation, including third party liability where the User’s posting of content or the content itself violates the rights and legal interests of third parties, including personal non-property copyrights, other intellectual rights of third parties, and/or encroaches on their intangible assets.

4.2. The User acknowledges and agrees that BIOCAD is not obliged to review any content posted and/or distributed using Biocadglobal.com, and that BIOCAD may, at its own discretion, prohibit the User to post and/or distribute content or delete any content which is available on Biocadglobal.com. The User acknowledges and agrees to assess any and all risks related to the use of content on their own, including the assessment of reliability, completeness or usefulness of such content.

4.3. The User acknowledges and agrees that the Biocadglobal.com technology may require copying (reproduction) of User’s content by BIOCAD, and its processing by BIOCAD to meet technical requirements of Biocadglobal.com.

5. Miscellaneous

5.1. The User shall use Biocadglobal.com at his/her own risk, the web portal Biocadglobal.com is provided “as is”. BIOCAD gives no guarantees that Biocadglobal.com complies with the User’s requirements; Biocadglobal.com will be provided continuously, quickly, reliably and without errors; the results that may be obtained using Biocadglobal.com will be accurate and reliable and may be used for any purpose or as anyhow required; the quality of any product, service, information, etc., obtained using Biocadglobal.com will meet the User’s expectations.

5.2. Any information and / or materials accessed by the User using the portal Biocadglobal.com may be used by the User at his/her own risk; the User shall be personally responsible for possible consequences of using the said information and/or materials.
5.3. BIOCAD shall not be held liable for any losses arising out of using Biocadglobal.com or individual functions of Biocadglobal.com by the User. In any circumstances, BIOCAD liability shall be limited to ten thousand (10,000) RUR in accordance with Article 15, Civil Code of the Russian Federation.

5.4. The Agreement represents the entire agreement between the User and BIOCAD on the use of Biocadglobal.com, and supersedes any previous arrangements between the User and BIOCAD.

5.5. The Agreement shall be governed and construed in accordance with the legislation of the Russian Federation. All matters not covered by the Agreement shall be regulated in accordance with the legislation of the Russian Federation. All probable disputes arising out of relations governed by this Agreement shall be settled under procedure set forth by the legislation of the Russian Federation. Throughout this Agreement, unless otherwise specified, the term *legislation* shall be understood as both the legislation of the Russian Federation, and the legislation of the User’s place of residence.

5.6. Should one or more provisions of this Agreement be hold invalid or unenforceable, this shall not affect validity or enforceability of other provisions of this Agreement.

5.7. A waiver by BIOCAD in case of the User’s breach of provisions of Agreements shall not deprive BIOCAD of using relevant remedies later, and shall not be a waiver of any rights by BIOCAD in the event of such or similar breaches in the future.