

This Agreement governs the terms of use of the **JapanStat** information platform located at **<http://japanstat.com>** (hereinafter referred to as the Service). It is concluded between any person (hereinafter referred to as the User) using the Service, which is designed to obtain information about vehicles sold at auctions in Japan (hereinafter referred to as the Vehicle), and **OOO ASM LABORATORY (Limited Liability Company), Taxpayer Identification Number (INN) 6165240686, Primary State Registration Number (OGRN) 1246100024180**. This Agreement also sets forth the terms and conditions for using the website.

This Agreement constitutes the public offer in accordance with Article 435 of the Civil Code of the Russian Federation. The User's request for information about the Vehicle using the special form on the Service is considered acceptance of the offer in accordance with Article 438 of the Civil Code of the Russian Federation and signifies the User's unconditional acceptance of all terms and conditions of this Agreement without any exceptions or limitations (acceptance of the offer).

1. TERMS AND DEFINITIONS

- 1.1. Service – the website **<http://japanstat.com>**, designed to obtain information about the history of the Vehicle.
- 1.2. Vehicle Identification Information – chassis number, VIN, and auction data.
- 1.3. User – any person visiting the Service **<http://japanstat.com>**
- 1.4. Non-personalized Electronic Payment Instrument – the electronic payment instrument provided to the individual without identifying that individual in accordance with Federal Law No. 115-FZ of August 7, 2001, "ON COUNTERING the LEGALISATION of ILLEGAL EARNINGS (MONEY LAUNDERING) and the FINANCING of TERRORISM".
- 1.5. Service Materials – all text, graphic, and video materials posted on the Service, as well as the design and arrangement of mentioned materials.
- 1.6. Service – providing the User with any information about the history of the Vehicle.
- 1.7. The Administrator is the employee responsible for ensuring that the end user receives the requested information and updates the information on the Service.

2. SUBJECT OF AGREEMENT

- 2.1. The subject of this Agreement is the provision by the Service Administration to the User of information about the Vehicle in accordance with the identification information provided by the User.
- 2.2. The User is solely responsible to third parties for their actions related to the use of the Service, including if such actions result in a violation of the rights and legitimate interests of third parties, as well as for compliance with the law when using the Service.

3. SERVICE PROCEDURE AND PAYMENT PROCEDURE

- 3.1. To obtain information about the Vehicle, the User enters the vehicle's identification information into the form on the Service's main page and submits the request by clicking the "Check" button.
- 3.2. Based on the request results, the User is presented with a preliminary report listing the retrieved information blocks for the requested Vehicle.
- 3.3. Obtaining the full vehicle report from the Service is the paid service.
- 3.4. The cost of obtaining information about the single Vehicle from the Service is debited according to the rate selected on the website.
- 3.5. Payment is processed through the Service's partners: **OOO "Bank Tochka" (Limited Liability Company)**.
- 3.6. Upon completion of payment, the full report opens in the browser window and will be available in the "Reports" section of the User's personal account.

4. CONFIDENTIALITY AND PERSONAL DATA

- 4.1. The Service does not contain or accumulate personal data of Users or other individuals. Users are authorized by phone number.
- 4.2. All information provided by the Service is publicly available or is provided voluntarily by partners and users of the Service.

4.3. When paying for the Service by bank card, the card details, as well as the last name, first name, and patronymic of the cardholder, are entered by the User into the online form provided to the Service by partners – payment systems of **ООО "Bank Tochka" (Limited Liability Company)**. In this case, the data is processed in accordance with the regulations established by the payment systems and is not stored by the Service.

5. COPYRIGHT

5.1. Exclusive rights to the Service Materials belong to the JapanStat.com Service Administration or their copyright holders.

5.2. Copying Service Materials without the written permission of the Administration or the copyright holders will entail liability in accordance with the laws of the Russian Federation.

5.3. The User or third parties are prohibited from receiving or transferring information about the Vehicle obtained through the Service using automated software and hardware (parsing), including for the purpose of providing such information on any websites other than the Service, or in any other software, including mobile applications, except when using the official Service widget.

5.4. The User's use of elements of the Service's content, as well as any content for personal, non-commercial use, is permitted provided that all copyright notices, related rights notices, trademarks, and other authorship notices are preserved, the author's name (or pseudonym)/copyright holder's name is preserved intact, and the relevant object is preserved intact. Exceptions apply in cases expressly provided for by the Russian Federation law or this Agreement.

6. WARRANTY AND LIMITATION OF LIABILITY

6.1. The Administration does not guarantee the absence of technical interruptions in the operation of the Service. Interruptions in service provision are caused by the actions or inactions of third parties and/or the failure of information channels located outside the Administration's own resources, as well as necessary preventive repairs and maintenance of the Administration's equipment, including in the event of the emergency.

6.2. The Administration shall not be liable to the User for delays, interruptions in operation, or the inability to fully utilize the Service's own resources, resulting directly or indirectly from the actions or inactions of third parties and/or the failure of information channels located outside the Administration's own resources.

6.3. The Administration shall not be liable for lost profits or lost revenue, or for any indirect damages incurred by the User during the period of use or non-use of the Service.

6.4. The Administration is not responsible for the quality, accuracy, or presence of malicious components in software used by the User, unless such software was developed by the Administration.

6.5. The Service Administration is not authorized to compile and maintain a comprehensive database of the Vehicle's history and is not responsible for the accuracy, completeness, or currency of the information received. If the User believes that the information provided by the Service is inaccurate, they may contact the Administration through the "Technical Support" section.

6.6. The information and materials posted on this website, including document texts, graphic images, and other materials, are provided in the form in which they are available to the Service Administration. The Service does not guarantee the accuracy, adequacy, or completeness of the reproduction of information and materials and unconditionally disclaims liability for errors and omissions contained in such information and materials. No warranties, express or implied, including those required by law, are provided in connection with the information and materials, including, without limitation, warranties of non-infringement of third-party rights, title, merchantability, fitness for the particular purpose, and freedom from computer viruses. The Service Administration makes every effort to improve the accuracy and correctness of the results obtained.

6.7. The Parties shall be liable for failure to fulfill or improper fulfillment of their obligations under this Agreement in accordance with applicable law, unless otherwise provided in this Agreement.

6.8. The Parties are released from liability for failure to perform (improper performance) of this Agreement if such failure (improper performance) resulted from force majeure, the occurrence of which the Parties could not foresee or prevent. The Party for whom proper performance of the obligation has become impossible due to force majeure is obligated to immediately notify the other Party thereof. The Parties have the right to invoke force majeure only if they have done everything possible to prevent and/or minimize the negative consequences of such force majeure.

6.9. If the Copyright Holder is held liable or the penalty is imposed on them due to violations of third-party rights committed by the User, or prohibitions or restrictions established by law, the User is obligated to fully compensate the Copyright Holder for any losses.

6.10. If the User violates the terms and restrictions of this Agreement, they are considered the copyright infringer. The User is liable for copyright infringement in accordance with Russian Federation laws.

6.11. The Service Administration will not participate in any potential disagreements or disputes (including legal proceedings) arising from the use of information obtained through the Service.

7. EXCLUSIVE RIGHTS TO CONTENT

7.1. All objects posted on the Service, including design elements, text, graphic images, illustrations, videos, scripts, programs, music, sounds, and other objects and their collections (hereinafter referred to as "Content"), are subject to the copyright of the Copyright Holder, and all rights to such objects are reserved.

7.2. Except as otherwise provided in this Agreement and the current legislation of the Russian Federation, Content may not be copied (reproduced), reworked, distributed, published, downloaded, transferred, sold, or otherwise used in whole or in part without the prior permission of the Copyright Holder, unless the Copyright Holder has expressly consented to the free use of the Content by any person.

7.3. The User may use Content accessed solely for personal, non-commercial use provided that all attribution marks or other notices of authorship are preserved, the author's name is kept intact, and the work is kept intact.

7.4. Any use of the Service or Content other than as permitted in this Agreement or with the express consent of the Copyright Holder, without the prior written permission of the Copyright Holder, is strictly prohibited.

8. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURE

8.1. This Agreement shall be governed by and interpreted in accordance with the laws of the Russian Federation.

8.2. All disputes arising in connection with the use of the Service shall be resolved by the User and the Copyright Holder out of court by filing the claim. The claim review period is 35 (thirty-five) business days. If agreement cannot be reached out of court, disputes between the User and the Copyright Holder shall be heard in the Omsk City Court.

9. FINAL PROVISIONS

9.1. The Administration reserves the right to amend this Agreement at any time without prior notice. The current version of the Agreement is available on the Service and takes effect upon publication.

9.2. If any term of this Agreement is found by the court or any other competent authority to be invalid, illegal, or unenforceable, this shall not affect the validity, legality, or effect of the remaining terms of this Agreement.

9.3. This Agreement constitutes an agreement regarding the use of the Service and supersedes all previous agreements between the User and the Copyright Holder or the Administration.

9.4. Failure of the Copyright Holder to act in the event of the User's violation of the provisions of this Agreement does not deprive the Copyright Holder of the right to take appropriate actions to protect its interests later, nor does it constitute the waiver of the User's rights in the event of subsequent similar or comparable violations.

9.5. This Agreement is drawn up in Russian language and, in some cases, may be provided to the User for review in another language. In the event of a discrepancy between the Russian-language version of the Agreement and the version of the Agreement in another language, the provisions of the Russian-language version of this Agreement shall apply.