Dear user!

We created our “Telemedics” software to make your usage better and more convenient. Your satisfaction is the main factor, which shows that we have performed our work with dignity.

[Important note]

The Enterprise “RD&P Center “Orion” ask you to read carefully the public license for usage “Telemedics” software for mobile devices. (The legal representatives must be next to minors in process of reading this license). The public license is an agreement of acceptance (Article 1286.1 of the Civil Law of the Russian Federation).

Downloading, installing and using this software, as well as setting up an account and entering in, you accepting this license and undertake to fully comply with its provisions.

The Enterprise “RD&P Center “Orion” reserve the rights to impose amendments this license. The updated provisions of this license are published on the official website of The Enterprise “RD&P Center “Orion” (www.orion-ir.com) or in the software package and come into force from the date of publication of the renewed license.

If you continue to use the “Telemedics” software, this will be considered of acceptance of the updated provisions of this license.

If you do not accept the terms of the public license to use the “Telemedics” software for mobile devices in full, including its updated provisions, you may not use this software for any purpose.

USING THIS SOFTWARE MEANS THAT YOU HAVE READ THIS LICENSE, UNDERSTOOD IT AND AGREED TO ACCEPT THE LICENCE OBLIGATIONS.

1. Main statement

1.1 The general public license for the use of the “Telemedics” software for mobile devices (hereinafter referred to as the "License") establishes the terms for usage of the “Telemedics” software for mobile devices (hereinafter referred to as the "Software") and is concluded between any person using the Software (hereinafter referred to as the User) and The Enterprise “RD&P Center “Orion” (address: Kosinskaya St.,9, Moscow, Russia, 111538, phone: 8 (499) 374-48-60, fax: 8 (499) 373-68 -62, E-mail: orion@orion-ir.ru, TIN 7720770380 / AECC 772001001, PSRN 1127747292738, AAIC 11508629), which is the owner of the Software (hereinafter - the Company, Owner).

1.2 The software and services are provided by the Company for installation on mobile devices (smart terminals) for synchronizing data collected by the Company's products, and also collects information about the locations of use of the mobile application.

1.3 The use of the Software on terms and in ways, which is not provided for in this License, is possible only by direct contract with Owner.

1.4 Using the Software, the User accepts that the License can be change with Software with software update without any special notice; the new version of the License becomes effective from the moment of publication, unless otherwise provided by the editors.

1.5 The Owner can provide the User with the translation of this License from Russian on other languages, but in the case of a conflict between the terms of the License in Russian and its translation, only the Russian version of the License has legal effect.

1.6 Pressing the "I agree" button during the process of downloading, installing, copying or using this Software expresses the User's agreement with the provisions and this License.

1.7 If you do not agree with any of the provisions of the License, click the "Disagree" or "Reject" button, stop the process of downloading or installing the Software.

2. The subject of license

2.1 The Company provide The User in the manner and under the terms of this License a non-exclusive right to use the Software without granting the User the right to use the Software to another person (sub-license).

2.2 All provisions of this agreement apply to the Software in general, and to all its components separately.

2.3 The Company does not provide The User any other rights on the Software.

3. Rights on the Software

3.1 The exclusive rights on the Software belongs to the Company. All rights on intellectual property associated with the Software, as well as related information (including texts, images, audio and video files, graphics, design of the interface, breakdown of modules, data or electronic documents, and etc.) are protected by laws and regulatory legal acts of the Russian Federation, as well as by international treaties.

3.2 The Company guarantees its right to use the Software under the company name and trademark, the rights to disclose the Software, the rights to reproduce the Software, the rights to distribute the Soft-
ware in any way by selling the multiplied material media of the Software among end-users, the right to make changes to the Software, the rights to translate the Software, the rights to public use of the Software and demonstration it in the information, advertising and other purposes.

3.3 The Company does not have exclusive rights to the trademarks of the "Schwabe" Holding.

4. Purchasing, installing and updating of the software

4.1 The User must download and install the Software from the Company's website (www.orion-ir.com) or otherwise in accordance with the Company's instructions.

4.2 The User must select the version of the Software according with type of device. Otherwise, the responsibility for problems with the operation of the Software and the device or device damage as a result of a discrepancy between the Software version and the device model is the sole responsibility of the User.

4.3 For improve usability and optimize content of the service, the Company reserves the right to provide a replaced, modified and updated version of the Software. In the software, the "update recommendation" function is activated for the User by default. Depends on the version of the Software used by the User, the Company reserves the right to decide the activation of the specified function for the User himself. After launching a new version of the Software, the Company does not guarantee the suitability of the outdated version for future use.

4.4 Do not download the Software from unknown websites to protect mobile devices from infection by malicious software that can destroy user data and obtain its confidential information. If you purchase the Software or installation program under the same name from a third party not authorized Company, Company not guarantee the normal operation of such Software and do not assume responsibility any losses.

5. Terms of use and restrictions

5.1 The User may use the Software and services in accordance with the License and the laws.

5.2 The User can install, use, open and run the Software on one mobile device only for non-commercial purposes.

5.3 The user cannot install the software on other devices, including, but not limited of, set-top boxes, game consoles, televisions, DVD players, etc., without the written permission of the Company.

5.4 Some functions of the Software are possible only if you have access to the Internet. The user independently receives and pays for such access on the terms and conditions of its telecommunications operator or Internet access provider.

5.5 The user should not perform the following actions:

5.5.1 Copy, change or modify the Software data, data, which are sent to the memory of the terminal device during the application of the Software, as well as the interactive data generated between the client and the server during the application of the Software.

5.5.2 Run the Software with embedded extensions and create production work in any form, including, but not limited to, plug-in extensions, access to the Software and related systems with the help of unauthorized third-party tools / services.

5.5.3 Delete copyright information from the Software and other copies. Modify, delete and circumvent the technical measures incorporated in the Software to protect the intellectual rights of the Company.

5.5.4 Perform reverse engineering of the Software, including disassembly, decompilation and other actions to obtain the source code.

5.5.5 Add, delete or modify the functions or operational effects of the Software by modifying or forging instructions and data during its operation, and otherwise apply and distribute for general access the Software or methods for the above purposes in a commercial context or outside of it.

5.5.6 Use the Software to commit disastrous network security actions, including the following: the use of unauthorized data or access to unauthorized servers / accounts; unauthorized access to free networks or third-party operating systems with the removal, modification and addition of stored information; unauthorized attempts to identify, scan and test the vulnerabilities of the software system or network; attempts to disrupt the normal operation of the Software system or the Company's website, deliberately spreading malicious programs or viruses, or performing other activities that violate normal information services of the network; fake the full name or partial names of the TCP / IP data packet.

5.5.7 Register or use the Software and services through compatible software and third-party systems not developed, not authorized and not approved by the Company, and also to manufacture, publish and distribute the above tools.

5.5.8 Without the written permission of the Company to perform any actions with the Software or the information contained therein, including leasing, copying, modifying, creating a link, reproducing, compiling, issuing, publishing, creating a website with a mirror image, unauthorized use Software for the development of relevant derivative products, works, services, embedded extensions, compatibility and interoperability.
5.5.9 Use the Software to publish, transmit, distribute and store content that infringes legitimate rights, in particular, intellectual property rights and third-party commercial secrets.

5.5.10 Use the Software to publish, transmit and distribute advertising information or mass mailing of spam.

5.5.11 Use the Software and other services provided by the Company, in any unlawful manner, for unlawful purposes or otherwise, contrary to the use under the License.

5.6 You understand and accept the following:

5.6.1 The Company decides whether the User is suspected of violating the above conditions for the use of the Software and, based on the results of such decision, suspends or terminates the granted License or takes other restrictive measures allowed in accordance with the License.

5.6.2 The company directly removes any information with suspicion of illegality, infringement of the legal rights of others, violation of the License.

5.6.3 If the User violates the above conditions for the use of the Software, which entail damage to third parties, he must independently assume responsibility in his own name, freeing the Company from losses and costs.

5.6.4 The User releases and protects the Company from losses, third-party claims, administrative penalties, damages and (or) costs (including reasonable amounts of legal fees, investigation costs, and collection of evidence) to which the Company is exposed as a result of the User's violation of relevant laws or failure to comply with the terms of the License.

6. Privacy policy

6.1 It is important for the Company to protect your personal data. The Company collects the following information to provide the functions of the Software and to increase the comfort of use:

6.1.1 Information about you. We can collect and use such information as the “Schwabe” company’s accounts, avatars, personal signatures, pseudonyms, gender, time zones, languages and regions. This information is used to set up your account.

6.1.2 Information regarding purchases. When you purchase goods through the Software, you collect information related to purchases. This information is used to process your purchase orders. The foregoing includes, but is not limited to, the following: payment data, delivery conditions, bank account, billing address, information for credit card transactions and other financial information, contact information, electronic communications, etc.

6.1.3 Personal information. You need to provide information about the date of birth, height, weight and field for accurate calculation of the results of the exercises in process of activating the Software.

6.1.4 Information about the device records. Personal data are recorded, including, among other things: information on activity, sleep, heart rate, weight, body composition (body fat percentage, muscle mass, water content, basal metabolism, level of visceral fat, blood pressure, bone mass) to synchronize the device data.

6.1.5 Information about the calling subscriber. When using the reminder function in the form of a call and an SMS message, you receive information about the status of calls and SMS messages. If you have permission to receive contact information for incoming calls, you will receive text messages containing the specified information on the device. However, the Software does not store your contacts and other related information.

6.1.6 Information about the phone. When using the Software to determine if there is support on the phone, we need to obtain information about your phone's operating system and its model.

6.1.7 Information about the use of the network. In connection with certain functions of the Software, we can collect information about the types, signals of networks, etc.

6.1.8 Information about the location. When using location-based services and features, we can collect geolocation information. For example, if you use jog information recorded using the run function, location-based advertising announcements, a weather-optimized weathering function or request map data, your location information can be sent to “Telemedics” to the software provided you with relevant content.

6.1.9 Information about the session. When accessing the “Telemedics” server, our server automatically records some information about the session. It includes, but is not limited to, the IP address, the type and language of the browser, the source page, the operating system, the date / time stamp, and the details of the visits.

6.1.10 Device Information. When using the Software to connect the device to the server, the following data is sent to the server, including, among other things, information about the unique device ID, firmware version, and approximate geographical location (non-personal information). The collection of the above information can also be applied to the upgrade system or software, the factory settings of the recovery, and so on.

6.1.11 Debug log information. If you decide to download debug logs to help us analyze the problem, your debug log file will be sent to the server.
6.2 As a company owned by the “Schwabe” Holding, the Company may periodically transfer to the “Schwabe” Holding the data relating to the trademarks and services of the “Schwabe” Holding in order to optimize products and services (including software and hardware).

6.3 The User gives the Company consent to the processing of the User's personal data, to the transfer by the Company of the data referred to in paragraph 6.2 of this License. Data processing by the User is carried out on a confidential basis.

6.4 The Company assumes the obligation to ensure the confidentiality and safety of the User's personal data in the course of processing.

6.5 The Company undertakes not to disclose to third parties or distribute personal data without the consent of the User, unless otherwise provided by law.

7. Risk of service and limitation of liability

7.1 The User have to purchase a device for access to the Internet (it is the mobile device which can use paid telecommunication services with added value). User have to pay for communication and information services and associated costs in connection with providing access to the Internet for a personal mobile terminal or payments to third parties (including, inter alia, telecommunications service providers and mobile communication services). If necessary, in paid telecommunication services with added value, you must confirm their cost with the provider of the specified services.

7.2 The Company and its Partners are not responsible for any User losses incurred by fault of third parties, for example, due to communication line failures, technical problems, network and mobile terminal failures, unstable system operation, various force majeure factors.

7.3 The operation of the Software (as well as most other Internet programs) can be affected by various factors, including, among other things, user errors, the quality of network services, differences between social environments, etc. In the process, inconvenience may arise security problems, for example, using the data about the User by other people, as a result of which hostile actions are carried out in real life. In addition, the Software may be affected by other software downloaded or installed by the User, as well as other websites visited by the User that contain «Trojan horse» viruses and others that threaten the security of the data on the User’s terminal and affect the normal work of the Software. The user should increase his vigilance in the field of information security and protection of user data, paying attention to strengthening the level of password protection, to avoid losses and hostile actions.

7.4 If the User uses the Software or accesses the Company for the provision of specific services, the Software may access a third party system or Software for the operation or access of the User. The results of work or access are provided by these third parties. The company does not guarantee the safety, accuracy and effectiveness of the results provided by the support of the above systems and software. The Company does not assume other undetermined risks. In the event of disputes and damages due to the foregoing, the Company does not assume any responsibility.

7.5 The Company particularly draws the User’s attention to the fact that for the safe development of the Company’s business and the autonomy of making amendments, it has the right to change or suspend the provision of services at any time without notifying the User, without bearing any liability to the User or third parties.

7.6 Except as expressly described in laws and regulations, we do our best to ensure the security, efficiency, accuracy and reliability of the Software, the technologies and information involved. However, taking into account the existing technology, the User understands that the Company cannot fully guarantee all we have mentioned above.

7.7 The user is solely responsible for injuries, incidental and consequential damages, including, but not limited of, loss of profits and data, interruptions in production activities, other commercial losses arising from the following: (1) the use or non-use of the licensed Software; (2) unauthorized use of the Software or modification of the User's data by a third party; (3) costs and losses of the User in the course of application of the Software; (4) misunderstanding by the User of the Software; (5) other losses in connection with the Software for reasons other than the Company. In the event of personal or economic losses that were caused or could be caused by the actions of the User and other users of the Software or because the User was misled or deceived, the guilty party assumes responsibility in connection with the above.

8. Amendment

8.1 In the process of providing services related to the use of the Software, the Company may begin to charge certain payments to the Users in the future. If the User refuses to pay a fee, he cannot continue to use the relevant services from the date of the commencement of charging.

8.2 The Company will notify the User of any changes by e-mail or other methods.
9. Applicable law and dispute settlement

9.1 The laws of the Russian Federation govern the validity and interpretation of this License. In the absence of appropriate legislative provisions, reference is made to international business practices and (or) business practices, as well as judicial practice in the Russian Federation.

9.2 The User and the Company agree that disputes arising in connection with the use of the Software are first regulated in the course of consultations and negotiations between the Parties. If, as a result of consultations and negotiations, the Parties did not reach an agreement on the disputable issue, the dispute on the initiative of either party may be referred to the Arbitration Court of Moscow in compliance with the dispute settlement procedure.

10. Other provisions

10.1 The specific business services of the Software may be subject to relevant business rules, and a separate agreement between the Parties may be concluded.

10.2 In all that is not described in this License, the Parties are guided by the current legislation of the Russian Federation.

11. Company contact information:

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