

## TOLOKA CRASH COURSE TERMS OF USE

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Please read these Terms of Use (the **“Terms”**) carefully. By clicking “I agree with [Toloka Crash Course Terms of Use]”, you affirm that you have read and understand, and agree to be bound by these Terms. If you do not agree to these Terms, you should not take Toloka Crash Course or perform [the task].

### 1. TOLOKA CRASH COURSE

Toloka Crash Course is comprised of advanced professional training and information materials as well as [to describe the task] provided by Toloka (the **“Toloka Crash Course”**). Upon successful completion of the Toloka Crash Course, as determined by Toloka, you will receive a certificate of completion (a **“Certificate”**).

You understand and acknowledge the following:

- TOLOKA CRASH COURSE IS NOT ACCREDITED. Toloka is not an accredited institution and we do not confer formal degrees. A Certificate is not a formal degree.
- YOU WILL NOT RECEIVE ACADEMIC CREDIT FOR YOUR COMPLETION OF THE TOLOKA CRASH COURSE. A Certificate will not entitle you to academic credit recognized by any other institution.
- COMPLETION OF A PROGRAM IS NOT A GUARANTEE OF FUTURE EMPLOYMENT OR ADVANCEMENT. While we believe that your completion of Toloka Crash Course will enhance your knowledge base and skill set and make you a more well-rounded employee or employment candidate, we do not and cannot make any representations regarding your future employment or advancement.
- YOUR WORK MUST BE YOUR OWN. The work you perform and submit (e.g., homework assignments, quizzes, exams, and projects) will be your own work (except if you are permitted to work with others).
- YOU MAY NOT SHARE YOUR WORK WITH OTHERS. You will not share your work with anyone else or perform work for others (except if you are expressly permitted to share or collaborate).
- NO CHEATING. You will not engage in any dishonest or improper conduct to improve your results or affect the results of other students.

### 2. YOUR RESPONSIBILITIES. PERSONAL DATA

2.1. In order to participate in the Toloka Crash Course, you must register in Toloka Sandbox (“Sandbox”) (<https://sandbox.toloka.yandex.com/>) and fill in the form (<https://toloka.ai/crash-course-registration/>). When you register to provide you an access to the Toloka Crash Course Toloka collects certain personal information about you, namely – your name, your company, your team in the company, your current knowledge and experience level, your Sandbox login, your work email. You agree that Toloka will use information Toloka obtains about you in accordance with the provisions of Toloka Privacy Notice, available at: <https://toloka.ai/legal/confidential/>. You also agree that the information you provide at registration and any time following

registration will be true, accurate, and complete and you will update such information so that it remains up to date and accurate at all times.

2.2. Upon registration in Sandbox, you shall provide valid information requested in the registration form and shall update such information if necessary. Toloka shall reserve the right to require at any time that you verify the information provided upon registration and to request supporting documents. In case provided information fails to conform to the information provided upon registration, Toloka reserves the right to deny your access to the Toloka Crash Course.

2.3. As part of the registration process, you may be asked to select a username and password. Toloka may refuse to grant you a username or revoke your username for any reason in its sole discretion, including if we determine that such username impersonates someone else, is illegal, vulgar, or otherwise offensive, or is protected by trademark or other proprietary rights law, or otherwise may cause confusion. You will be responsible for the confidentiality and use of your username and password and agree not to transfer or resell your use of or access to the Service to any third party.

2.4. YOU ARE ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT. TOLOKA WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO ADEQUATELY SAFEGUARD YOUR PASSWORD OR FOR ANY ACTIONS OCCURRING UNDER YOUR PASSWORD.

2.5. We value the integrity of Toloka community. To protect this community, you agree not to use the Toloka Crash Course to:

- Violate any local, state, national or international law or regulation;
- Transmit any material that is abusive, harassing, tortious, defamatory, vulgar, pornographic, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically, or otherwise objectionable;
- Stalk, harass, bully, or harm another individual;
- Transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- Knowingly transmit any material that contains adware, malware, spyware, software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Defeat or interfere with any security feature of the Toloka Service (<https://toloka.ai/>), or attempt to do so;
- Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;
- Interfere with or disrupt the Toloka Service or servers or networks connected to the Toloka Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Toloka Service; or

- Alter or modify any content or component of the Toloka Crash Course, other than your User Content (as defined below).

You also agree not to use or launch any automated system, including, without limitation, “robots,” “spiders,” “offline readers” or the like, that access the Toloka Crash Course.

### **3. FEES**

An access to the Toloka Crash Course is provided free of charge.

### **4. OWNERSHIP OF TOLOKA CONTENT, RESTRICTIONS ON USE**

The content on the Toloka Crash Course, other than “User Content” or “Third-Party Content” (as defined below), including, without limitation, videos, clips, photos, text, software, scripts, graphics, sounds, music, interactive features and the like (collectively, the **“Content”**) and all trademarks, design marks, as well as certain names, logos and materials displayed on or through the Toloka Service that constitute trademarks, tradenames, service marks or logos (the **“Marks”**) are owned by Toloka or its affiliates or licensors and are subject to copyright, trademark and other intellectual property rights under the applicable laws.

Except as authorized by these Terms or as otherwise intended or authorized by Toloka, you agree not to copy, download, stream, capture, archive, upload, publish, broadcast, sell, resell, modify, translate, decompile, disassemble, reverse engineer or exploit for any purposes the Toloka Crash Course or any portion of the Toloka Crash Course, including, without limitation, the Content and the Marks.

Toloka Crash Course is provided for your personal use only. You must abide by all copyright notices, trademark notices, information, and restrictions contained in or associated with any Content. You must not remove, alter, interfere with, or circumvent any copyright, trademark or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content.

### **5. USER CONTENT**

5.1. Toloka may enable users, among other things, to post and share work, make comments, post messages and other content when completing the Toloka Crash Course (collectively, the **“User Content”**).

5.2. When you provide Toloka with a user submission, you grant to Toloka and its affiliates and their successors and assigns, a non-exclusive, fully-paid, royalty-free, transferable, irrevocable, perpetual, worldwide license, with the right to grant sublicenses through multiple tiers of sublicensees, to display, publicly perform, distribute (including, without limitation, through third-party websites), store, transcode, broadcast, transmit, reproduce, edit, modify, create derivative works and otherwise use and reuse your User Content (or any portions or derivative works thereof) in any manner, in any medium now known or hereinafter created, for any purpose.

5.3. You acknowledge and agree that you have no expectation of compensation of any nature with respect to any User Content and that you shall not receive any compensation for any User Content.

5.4. You acknowledge and agree that you have no expectation of confidentiality of any nature with respect to any User Content. You should not post or share any content when completing the Toloka Crash Course that you do not want to be viewed by others.

5.5. You represent and warrant that: (a) you own all rights in your User Content or, alternatively, you have acquired all necessary permissions and rights in your User Content to enable you to grant to Toloka the rights in your User Content described in these Terms; and (b) your User Content does not infringe the copyright, trademark, patent or other intellectual property rights, privacy rights, publicity rights or any other legal or moral rights of any third party.

5.6. Toloka disclaims any and all liability in connection with any and all User Content, and you agree to waive any legal or equitable rights or remedies you may have against Toloka with respect to such User Content.

## **6. FEEDBACK**

You agree that Toloka and its affiliates are free to use for any purpose whatsoever, ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback (collectively, “**Feedback**”) that you may voice about the Service including Feedback that you send to Toloka or its affiliates. You acknowledge and agree that you have no expectation of compensation or confidentiality of any nature, and that Toloka has no duties to you (including any duty to compensate you for your Feedback), with respect to such Feedback.

## **7. MODIFICATIONS TO THE TOLOKA CRASH COURSE**

Toloka reserves the right to modify or discontinue the Toloka Crash Course with or without notice to you, including the right to cancel, interrupt, or to modify any course content or requirements. Toloka shall not be liable to you should Toloka exercise its right to modify or discontinue the Toloka Crash Course.

## **8. DISCLAIMERS OF WARRANTIES**

8.1. YOU USE THE TOLOKA CRASH COURSE AT YOUR SOLE RISK. THE TOLOKA CRASH COURSE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, TOLOKA AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TOLOKA CRASH COURSE (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE AND NON-INFRINGEMENT).

**8.2. Without limiting** the generality of the foregoing, you acknowledge and agree that our services shall not be tailored to your level of education or professional needs and shall be provided without any guarantees, conditions, warranties, or representations as to the services or their result. To the extent permitted by law, Toloka and any third parties connected to Toloka hereby expressly exclude all guarantees, conditions, warranties, representations, and other terms which might otherwise be implied by statute, common law, or the law of equity.

8.3. Toloka and its affiliates make no warranties or representations about the accuracy or completeness of Content available on or through the Toloka Crash Course and assume no liability or responsibility for any: (a) errors, mistakes or inaccuracies of content or confidentiality; (b) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of the Toloka Crash Course; (c) any unauthorized access to or use of our servers and/or any

and all personal information and/or financial information stored therein (including any and all User Content); (d) any interruption or cessation of transmission to or from the Toloka Crash Course; (e) any bugs, viruses, Trojan horses or the like which may be transmitted to or through the Toloka Crash Course by any third party; and/or (f) for any loss or damage of any kind incurred as a result of the use of any content posted, e-mailed, transmitted or otherwise made available on or through the Toloka Crash Course; (g) if the services and Content do not meet Your awareness needs. You are solely responsible for ensuring that the Toloka Crash Course comply with your professional goals and objectives and suit your current level of education and background.

8.4. Toloka is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of any data over communications networks and facilities, including the Internet, and you acknowledge that the Toloka Crash Course may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

## **9. LIMITATION OF LIABILITY**

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL TOLOKA OR ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT'S) USE OF THE TOLOKA CRASH COURSE.

## **10. EXCLUSIONS AND LIMITATIONS**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent Toloka may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of Toloka's liability shall be the minimum permitted under such applicable law.

## **11. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Toloka, its subsidiaries, affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and costs) that they may incur as a result of or arising from: (a) any information (including, without limitation, your User Content, Feedback or any other content) you submit, post or transmit on or when completing the Toloka Crash Course or otherwise provide to us; (b) your violation of these Terms; or (c) your violation of law or any rights of any other person or entity, including, without limitation, any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. Toloka reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Toloka in asserting any available defenses.

## **12. MINORS, ABILITY TO ACCEPT THESE TERMS**

The Toloka Crash Course is not intended for children under 18 years of age. If you are under 18 years of age you may not take the Toloka Crash Course.

## **13. CHOICE OF LAW, ARBITRATION**

13.1. These Terms and any dispute arising from or relating to these Terms shall be governed exclusively by and construed in accordance with the laws of Switzerland, without reference to any conflict of laws principles. Any dispute or claim arising out of, resulting from or in connection the Agreement shall be subject to negotiations first. In case the dispute shall not be resolved by means of negotiations the disputes shall be resolved by 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.

13.2. BY ENTERING INTO THESE TERMS, YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO JOIN CLAIMS WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION OR SIMILAR PROCEDURAL DEVICE. ANY CLAIMS ARISING OUT OF, RELATING TO, OR CONNECTED WITH THESE TERMS MUST BE ASSERTED INDIVIDUALLY.

## **14. MISCELLANEOUS**

14.1. **Modification.** Toloka may, in its sole and absolute discretion, change these Terms from time to time. All changes to the Terms or the Privacy Policy will be effective when posted, and we will provide notification of such changes to you. Your continued use of the Toloka Crash Course following any changes to the Terms or the Privacy Policy will constitute your agreement to be bound by such changes. If you object to any such changes, your sole recourse shall be to stop using the Toloka Crash Course.

14.2. **Assignment.** Toloka may, in its sole and absolute discretion, to mortgage, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or liabilities under these Terms to its affiliates without your consent. Toloka is entitled to assign the rights to claim for your liabilities to third parties and submit necessary information about your outstanding liabilities.

## **15. Contact Information**

You may contact us at:

Toloka (Intertech Services AG, Werftestrasse 4, 6005 Luzern, Switzerland, identification number - CHE-229.170.782)

Email: [aljonajohns@toloka.ai](mailto:aljonajohns@toloka.ai)