

Privacy Policy

1. GENERAL PROVISIONS

1.1 This public agreement (hereinafter referred to as the Agreement) governs the relations between MedCommerce and its partners/employees/contractors/involved persons, on the one hand, and any individual or legal entity, on the other hand, in the process of using the Site and receiving MedCommerce services.

1.2. MedCommerce is a group of sites dedicated to medical products, with the exception of pharmaceuticals:

- <https://medcommerce.world>

- <https://medcommerce.in>

- <https://medcommerce.cn>

- <https://medcommerce.com.ru>

- <https://medcommerce.ru>

1.3. The following terms are used in this Agreement:

1.3.1. Acceptance (consent) to this Agreement is the performance of at least one of the following actions:

- visiting the Site by the User;
- registration by the User on the Site;
- payment by the User for MedCommerce services.

1.3.2. Site — one of the sites located at the links indicated above. In each case, the Site is understood to mean the site that the User uses at the relevant time.

1.3.3. The User is any legally capable individual or legal entity that has accepted the terms of this Agreement and uses the Site. In the case of providing services to persons who are minors, minors, of limited legal capacity or incapacitated, the Users are their guardians, trustees or legal representatives.

1.3.4. Services are any paid services that can be provided by MedCommerce to Users through the Site. Types of services on the Site:

1.3.4.1. Providing the ability to add a placement:

- providing the User with the ability to place ads openly and without limiting the visibility of information. The function (feature) may be unavailable to Users due to technical reasons.
- providing the User with the opportunity to place ads in a special “closed ads” mode — these are ads in which the name, contact details and other information specified by the User, as well as the prices for medical products, are available for viewing and moderation only by MedCommerce and are not visible to other Users of the Site. The function (feature) may be unavailable to Users due to technical reasons.

1.3.4.2. Advertising ads:

- advertising ads on the Site - placing ads on the Site according to the algorithms defined by MedCommerce, including, but not exclusively in a random order without priority of withdrawal, unless otherwise is not provided by the Account conditions. The function (feature) may be unavailable to Users due to technical reasons.
- social media advertising - the amount of such advertising is determined by MedCommerce in accordance with the chosen marketing strategy during the period of payment of the respective Account. The amount of advertising actions for this type of advertising is determined solely by MedCommerce and its marketing

policy according to the marketing strategy of the respective period. The function (feature) may be unavailable to Users due to technical reasons.

- advertising on medical forums - the placement of advertisements on medical profile sites, the amount and quantity of such advertising are determined by the authorized MedCommerce employees in accordance with the chosen marketing strategy during the period of payment of the respective Account. The amount of advertising actions for this type of advertising is determined solely by MedCommerce and its marketing policy according to the marketing strategy of the respective period. The function (feature) may be unavailable to Users due to technical reasons.

- advertising ads in the special mode of "closed ads" - placing an advertisement that limits the visibility of the User's contacts, restricts the possibility of transmitting his messages and posting photos and videos without the User's identifying information. The function (feature) may be unavailable to Users due to technical reasons.

1.3.4.3. Enabling the exchange of messages with other users of the site - enabling it to post their contact information and send their messages to other users. The function (feature) may be unavailable to Users due to technical reasons.

1.3.4.4. Translate messages from other Users or own into another language from the list provided on the Site. The function (feature) may be unavailable to Users due to technical reasons.

1.3.4.5. "Personal Business Card" - a feature available to the User within the selected paid account, which allows to create a personal page of the User with all his ads and contacts of his company. The function (feature) may be unavailable to Users due to technical reasons.

1.3.4.6. "Personal Manager" - a feature available to the User within the selected paid account, which allows the User to get advice from MedCommerce on the proper placement of ads and increase the sales of its equipment (300 minutes per 1 year). The function (feature) may be unavailable to Users due to technical reasons.

1.3.4.7. One-time e-mail-mailing service - distribution of advertisements on the basis of the Site Users. The function (feature) may be unavailable to Users due to technical reasons.

1.3.4.8. Other services specified in this Agreement.

1.3.5. User's Account is an account created by the User on the Site and through which the User can manage (create) his ads on the Site. After registration on the Site, the User has the right to choose one of the accounts on the Site in accordance with the rules stipulated in this Agreement. The function (feature) may be unavailable to Users due to technical reasons.

1.3.6. Registration on the Site - acceptance by the User of the offer for the conclusion of this Agreement, which is carried out by filling in the appropriate forms on the Site. Registration is considered to be completed only if all stages of its successful completion in accordance with the instructions published on the Site or the guides. In the event that a natural or legal person does not complete the registration procedure on the Site, it shall be deprived of the right to invoke the violation of MedCommerce of any of the terms of this Agreement. Registration on the Site, filling out feedback forms and any other actions on MedCommerce websites means that the User is familiar with this Agreement, understands and accepts its terms.

1.3.7. The Agreement means any deal and / or agreement aimed at the purchase and / or disposal of medical products and / or the provision of services concluded between Users during the use of the Site. Depending on the selected account, the Agreement may be concluded between the User and MedCommerce. Agreements are concluded between Users independently, unless otherwise provided in this Agreement, including the selected User Account. MedCommerce shall not be liable for any Agreements concluded between Users, as well as Users and any third parties, during the use of the Site. User agrees to resolve all disputes with other Users and third parties without the involvement of MedCommerce.

1.3.8. Tariffs - the cost of MedCommerce services is determined by the parties during negotiations, if the information is not posted on the MedCommerce websites.

1.3.9. "Archive" — the state of the User's ad after the ad or Account expires, as well as in the event of purchase or sale of medical product. After the User's ad is moved to the Archive, MedCommerce has the right to move the ad to other sections of the Site or delete the ad from the Site.

1.3.10. "Product card" — a list of information contained in each ad for the purchase or sale of medical product. This information includes: name, price, manufacturer, model, condition of the equipment, as well as any other information about the equipment.

1.4. The rights and obligations of MedCommerce and the User, the rules for using the Site may also be contained in other links on the Site, instructions, applications posted on behalf of MedCommerce on the Site, if they do not contradict the content of this Agreement.

1.5. MedCommerce, in the event of payment by the User, may provide the User with services for posting ads, advertising services, commission services, agency and consulting services; make purchases from medical products Users; sell medical products and analytical reports to Users, as well as other services not prohibited by law.

1.6. If the client fails to provide information on the relevance of the posted ad, MedCommerce reserves the right to remove the ad from the site, having notified the User in advance by e-mail specified during registration.

1.7. Other terms used in this Agreement are defined in accordance with applicable law, and in the absence of a definition in the law, have a generally accepted meaning or are defined in accordance with the rules of ordinary business turnover.

1.8. MedCommerce is a platform for trading new and used medical products. MedCommerce provides Users with an online platform for posting ads for the sale of medical equipment.

1.9. If the User fails to provide information on the relevance of the posted ads, MedCommerce reserves the right to remove (remove) or limit the posting of ads from the site, having notified the User in advance by e-mail specified during registration.

2. RULES, RIGHTS AND OBLIGATIONS

2.1. Rights of the User:

2.1.1. The User has the right to receive the services offered by MedCommerce.

2.1.2. The User has the right to place advertisements for the purchase or sale of medical products, search or offer of related services in accordance with the Account chosen by him/her, subject to payment for its use in accordance with the Tariffs or special conditions (agreements) and in accordance with the rules established by this Agreement.

2.2. Responsibilities of the User:

2.2.1. To comply with the rules and regulations established by this Agreement.

2.2.2. To post on the Website only information that is true, not to post information and not to perform actions that violate the rights, freedoms, honor and dignity of other Users or third parties;

2.2.3. In their statements, refrain from using profanity in any form of words, symbols, etc. MedCommerce reserves the right to moderate the wording used by the User and determine the admissibility of their use;

2.2.4. Not to take actions aimed at misleading other Users;

2.2.5. Do not provide your account and/or login and password to third parties;

2.2.6. Not to take any actions that may lead to the suspension of the Website, not to post any computer viruses or programs, including, but not limited to, those that can interrupt or disrupt the normal functioning of computer hardware and software, as well as telecommunications of any persons;

2.2.7. Not to distribute on the Website information about services provided by competitors of MedCommerce, including, but not limited to: information about other advertisement boards, trading platforms, online auctions and/or online stores.

2.2.8. The User undertakes to use the Website only for lawful purposes.

2.2.9. Not to copy, reproduce, modify, distribute or present to third parties any information contained on the Sites (except for information provided by the User) without the prior written permission of MedCommerce, unless otherwise specified in this Agreement;

2.2.10. Not to use the information received from other Users for any purpose other than to conclude a transaction directly with this User without the written permission of the other User.

2.2.11. Immediately notify MedCommerce of any changes to your contact or personal data. In case of failure to comply with this condition, all risks associated with this shall be borne by the User, and MedCommerce shall not be liable for the User's failure to receive the service provided by MedCommerce.

2.2.12. In case of damage or loss to MedCommerce or other Users, compensate for the damage in full.

2.2.13. The User is prohibited from

- create several accounts on the Website, if in fact they belong to the same person, without notifying MedCommerce;
- publish identical ads or announcements regarding the same equipment;
- publish ads similar in content, where it is obvious that it is the same offer.

2.3. Rights of MedCommerce:

2.3.1. MedCommerce reserves the right, at its sole discretion, to moderate the Site, filter or block any messages, announcements, any other information, including that posted by Users.

2.3.2. MedCommerce does not warrant that the Site and related links are free of items such as viruses, Trojan horses or other items of destructive nature. The User is responsible for taking precautions to protect his/her computer.

2.3.2. MedCommerce has the right to establish restrictions on the procedure for the provision, scope and terms of services provided by MedCommerce on the Website.

2.3.3. MedCommerce reserves the right, at its sole discretion, to assess the presence/absence of any violations by the User and the need to take response measures in this regard.

2.4. Responsibilities of MedCommerce:

2.4.1. Provide services in accordance with the terms of this Agreement;

2.4.2. To comply with the confidentiality policy when processing Users' data;

2.4.3. Maintain the operation of the Website in proper condition, taking into account force majeure.

2.5. Rules for posting ads:

2.5.1. The User undertakes to post information about the equipment and medical products that he/she plans to buy/sell in accordance with the rules established by this Agreement, as well as guidelines, rules and instructions and any other local documents of MedCommerce published on the Website within the time and on the terms provided for by this Agreement.

2.5.2. By placing an advertisement, the User shall provide accurate and complete information about the your product (including its condition, quality, availability, etc.). By posting information about the your product, the User confirms that he/she has the right to sell such your product and that he/she is the owner of the your product. The User guarantees that the your product offered by him/her is free from claims of third parties. Taking into account the specific type of goods advertised on the site (medical devices), MedCommerce has the right to require the Users to immediately provide documents confirming the condition of the your product (working or non-working, new or used), the availability of the your product at the User's disposal, the quality and compliance of the your product with the current legislation of the seller's country, photos and videos of the your product and any other necessary information. MedCommerce also has the right to request written confirmation from Users (sellers and buyers of equipment) of the conclusion or non-conclusion of agreements between them regarding the your product.

2.5.2.1. At the request of MedCommerce, the User is obliged to provide the above documents and information within three days, as well as to confirm the requested information in writing.

2.5.2.2. In case of failure to provide the above documents, confirmations and information or in case of providing false information, MedCommerce has the right to terminate any cooperation with the User without refunding the paid funds, as well as to recover the incurred losses from the User.

2.5.3. The User is obliged to independently verify all information in the equipment advertisement posted on the Website. In case of detection of information that is not true, the User shall immediately edit the advertisement, and if this is not possible, cancel the advertisement.

2.5.4. The title of the advertisement shall correspond to the text and essence of the advertisement itself. In each advertisement for the sale of equipment, the User shall indicate the manufacturer and model (article or REF, description) of the medical product.

2.5.5. Any photo and video materials uploaded by the User must comply with the title and text of the advertisement and the terms and conditions of the selected Account.

2.5.6. Official representatives of equipment manufacturers also have the right to place ads on the Websites without specifying the price. In order to obtain the status of an official representative, it is necessary to indicate which manufacturer the User represents when filling in personal information and wait for the moderation of the ad. If necessary, the MedCommerce manager may send a request for a scanned copy of the document on the status of the manufacturer or official representative. In any case, MedCommerce cannot guarantee or confirm the status of the User's official representative of the manufacturer, the User is solely responsible to third parties for the accuracy of the information provided by him/her about the status of the manufacturer or official representative.

2.5.7. Announcements shall be placed in the appropriate section on the Website. Advertisements on the Website shall not be placed by the User in violation of the terms of this Agreement, as well as any other documents of MedCommerce published on the Website.

2.5.8. MedCommerce shall not be liable for any errors and inaccuracies made during the registration and/or uploading of any content to the Website, as well as for any losses incurred by the User, including lost profits.

2.5.9. An advertisement may be subject to selective verification by MedCommerce, both before and after its placement.

2.5.10. MedCommerce has the right to:

- use the information (content) provided by the User in accordance with the terms of this Agreement;
- edit and/or reject the User's advertisement if it does not meet the requirements for advertisements on the Website (no manufacturer, model, photo, etc.). No refunds shall be made in case of cancellation of the User's advertisement/account for violation of the terms of this Agreement;

- make spelling and punctuation corrections in the text of the User's advertisement;
- transfer ads to other sections of the Site in case of identifying a more suitable section for their placement;
- control, place, delete, modify, store or view ads posted on the Website at any time and for any reason;
- delete an advertisement on the Website if it is not relevant or transfer it to the Archive.

2.5.11. In addition to the above, the User's advertisement may be deleted by MedCommerce or transferred to the Archive for the following reasons

- the User already has an active similar ad on the Site;
- the information contained in the advertisement contradicts the rules for posting advertisements provided for in this Agreement or any other instructions, rules on the Site;
- the information contained in the ad is false;
- MedCommerce has received a complaint from the owner of property and non-property intellectual property rights and/or a request from an authorized body regarding the intellectual property used in the advertisement;
- MedCommerce has received a substantiated complaint from another User about the violation of his/her rights in the advertisement.

2.5.12. The rules provided for in this section apply not only to the placement of advertisements, but also to sending messages to other Users on the Website.

2.5.13. In case of receiving a sufficient number of negative reviews from other users of the Website or other information about fraudulent or negative actions of the User, information about such User may be deleted along with his account and without refund.

2.6 Intellectual property rules regarding the User's content:

2.6.1. By uploading photos and videos to the Website, the User confirms that he/she has the right to use the relevant images and videos and does not violate the intellectual property rights of third parties in any way.

2.6.2. When using the Site, the User confirms that he/she is personally responsible for the content of the advertisements posted by him/her, and also has all the necessary rights, licenses, permissions to post information in the advertisement on the Site, including without limitation all patents, trademarks, trade secrets, copyrights, or has the appropriate written consent, license or permission of all persons and companies identified in the advertisement to use their names, trademarks, or images, if necessary in accordance with applicable law.

2.6.3. By posting any content on the Website, the User grants MedCommerce a valid worldwide (geographically unlimited), perpetual, irrevocable, non-exclusive right to use, publish, collect, display, copy, duplicate, reproduce, and make publicly available the intellectual property, publications and databases owned by the User, as well as the information, images and photographs provided by the User on all known or unknown information carriers. The above rights are granted by the User to MedCommerce free of charge (without payment of remuneration) and without the execution of the Act of Acceptance and Transfer of Rights. In addition to the above, the User grants the right to access the information posted by him/her to all users of the Website. The User agrees that the text of ads, photos, and other materials attached to the ad may be used by MedCommerce in the preparation of advertising materials, articles, reports, analyzes, etc. and used by MedCommerce at its sole discretion without additional consent from the User and without payment of any remuneration.

2.7. Intellectual property rules regarding MedCommerce content:

2.7.1. The User shall not, without the prior written permission of MedCommerce, copy, distribute or otherwise use the content of this Website in any way, except as expressly provided for by applicable law or clearly defined by the terms of this Agreement.

2.7.2. The materials of the Site may be used by the User in whole or in part only if the source of the content is indicated and if there is an active hyperlink available for indexing by search engines to the corresponding page of the original material posted on the Site. At the same time, the User is obliged to remove such materials at the request of MedCommerce.

2.7.3. Any objects placed on the MedCommerce Website, including, but not limited to, design elements, text, graphic images, illustrations, videos, computer programs, databases, music, sounds and other objects, as well as any other content, are subject to the exclusive rights of MedCommerce and/or other relevant rights holders who have granted the relevant rights to MedCommerce.

2.7.4. The use of the content and any other elements of the Site is possible only within the functionality offered by a particular service of the Site. No elements of the Site, as well as any content posted on the Site services, may be used in any other way without the prior permission of the relevant copyright holder. Use means, including, but not limited to: reproduction, copying, processing, distribution on any basis, as well as any type of use provided for by applicable national legislation, international legislation in the field of intellectual property, etc.

2.7.5. At the request of MedCommerce, the User is obliged to stop transferring to third parties, distributing and using for commercial purposes any materials that are the subject of copyright of MedCommerce or third parties, other users of the Site.

3. PAYMENT PROCEDURE AND TERMS OF REFUND

3.1 The price of services depends on the type and type of particular service, duration, etc.

3.2. Payments are made in a non-cash form by transferring funds to the MedCommerce current account or by using an appropriate electronic payment system.

3.3. By making a payment through an electronic payment system, the User confirms that he/she is familiar with the terms and conditions of the respective system.

3.4. The User may be charged a commission for making a payment in accordance with the tariffs provided by the banking facility or electronic payment system. The amount of commissions is not included in the price of services.

3.5. Payment for the Services shall be made exclusively by making a 100% advance payment, unless otherwise agreed between the Parties.

3.6. The Services are considered paid by the User from the moment MedCommerce receives confirmation from the banking institution that the full amount of payment has been received on the MedCommerce account.

3.7. According to the terms of this Agreement, no refund for the paid service is provided, except in case of impossibility of providing services due to the fault of MedCommerce.

3.8. If the User has motivated and proven grounds for a refund, such a refund shall be made in accordance with the following rules:

3.8.1. The notification of the intention to refund shall be deemed a written application of the User sent to MedCommerce by e-mail, which shall contain the full name and passport data or the name of the legal entity, address, identification and tax number, information about the payment made (number and date of the invoice for payment, name of the service, number and date of the payment document), bank details

for receiving funds and the reasons for the refund. The application must be accompanied by a copy of the passport (or other identity document) and a copy of the registration number of the taxpayer's account card or copies of the constituent documents of the legal entity and evidence of improper provision of services by the Contractor.

3.8.2. Refunds shall be made by transferring the amount of money to the bank details specified by the User within 60 (sixty) banking days after receipt of the request for a refund. In case of failure to provide the necessary information, the paid funds are not refunded.

3.9. In case of impossibility of providing services due to the fault of MedCommerce, it shall refund 100% of the funds paid by the User or provide services for a new period at its own discretion.

3.10. Our services may not be available in some countries. These are countries from which payment for services is not possible or is temporarily unavailable. If you have any doubts about the possibility of paying for MedCommerce services from your country, please clarify this with our staff by sending a request by e-mail: support@medcommerce.ru

3.11. In case of receipt of payment from Users from the above countries/regions or in case the User conceals his/her location/registration in the above countries/regions, MedCommerce has the right not to provide paid services without refund to such Users.

4. USER'S ACCOUNT

4.1. Registering on the Site, the User automatically receives a Account.

4.2. Creating an account, the User must provide accurate and complete information about himself as an individual, an individual entrepreneur, or an authorized representative of the corresponding enterprise, institution, organization. . The user must also fill out the appropriate forms in the My MedCommerce account and keep the information up to date. At the request of MedCommerce, the User is obliged to confirm timely any data specified during registration on the Site with the provision, if necessary, of scanned copies of the relevant documents.

4.3. The user is fully responsible for maintaining the confidentiality of his account (including login and password) and for all activities originating from the account.

4.4. The user undertakes to immediately inform MedCommerce of any breach of security and / or unauthorized use of the account.

4.5. The user remains responsible for any use of the Account, even if third parties use his username or password, and is responsible for losses (damage) caused by MedCommerce or any other users of the site.

4.6. A user cannot use the account of another MedCommerce user without his consent. If the User, in violation of this clause, registers or uses the Site on behalf of another person, then he agrees to take personal responsibility for the misuse of the Site.

4.7. By providing MedCommerce his e-mail address and phone, the User agrees to use them to send him service, legal, informational, promotional and / or advertising messages, including through Viber, Telegram and other similar applications; Consent to receive calls from MedCommerce. MedCommerce can call the User to any phone numbers that the User has provided. The user agrees to receive sms or any other text messages to the specified phone number.

4.8. MedCommerce does not bear any responsibility for damage and / or losses incurred as a result of User failure to comply with the provisions of this Agreement.

4.9. Creating one user multiple accounts on the Site is prohibited. Registering several accounts at the same time by one user, MedCommerce, at its discretion, has the right to combine accounts into one or delete one of them with a preliminary warning 24 hours before deletion.

4.10. The user assumes full responsibility for all messages that he sends through the site, freeing MedCommerce from any obligations that may arise as a result or in connection with user messages. MedCommerce does not bear any obligations or responsibilities in relation to any messages of Users.

4.11. Payment for the Account is made in accordance with Section 3 of this Agreement.

4.12. In case of changes in tariffs, terms of service and payment methods on the Website, MedCommerce shall notify the User at least 10 working days prior to the date of change by posting the relevant information on the Website. These changes do not apply to the User's already paid Ad/Account.

4.13. In case of violation of the terms of this Agreement by the User, MedCommerce has the right to cancel the User's ad/account without refund

5. RESPONSABILITY

5.1. By accepting the terms of this Agreement, the User agrees that he uses the Site at his own risk and that MedCommerce is not responsible for the content of ads posted on the Site, as well as for any losses resulting from the use of the site.

5.2. MedCommerce cannot control the accuracy of the information, quality and conformity of the goods placed by the User in the ads. MedCommerce shall not be liable for any damages incurred as a result of the conclusion of Contracts between the Users.

5.3. MedCommerce is not responsible for the behavior of users, or the goods / services offered by them, indicated in the ads. All disputes and conflicts between users are resolved by them independently without involving MedCommerce.

5.4. Under no circumstances shall MedCommerce or any third parties associated with it be liable for any direct, indirect, penal, incidental, special, indirect, material and intangible losses that the User may incur in connection with the use of this site, including losses associated with loss income, loss of profit, business interruption, loss of information or data, computer interruptions, interception of the site by third parties, a claim of any other third party.

5.5. If the User has claims to another user as a result of using the Site, the User undertakes to submit these requirements independently and without involving MedCommerce, and also exempts MedCommerce from any claims, obligations, compensation for damages, expenses (expenses), including legal assistance costs, resulting from or in connection with such requirements.

5.6. The User has the right to inform MedCommerce about the fact of violation of his rights by another User by sending a written message to support@medcommerce.ru

5.7. MedCommerce is not responsible for malfunctions of the Sites caused by technical failures of equipment and software. The Website may be temporarily, partially or completely unavailable due to maintenance or for any other technical reasons without notice to the User.

5.8. MedCommerce is not responsible for the posting by the User of the photo, video and any other images or other multimedia materials on the Site. In the case of a claim or a lawsuit by third parties regarding a violation of intellectual property rights, the User is obliged to compensate MedCommerce for losses and non-pecuniary damage caused by the actions of the user.

5.9. In the event of any violation by the User of the terms of this Agreement, MedCommerce has the right to unilaterally delete the User Account at any time without returning the funds paid by the latter.

5.10. The User unconditionally agrees and realizes that his/her expectations from the content of the service may differ from the content of the services established by MedCommerce. MedCommerce is not responsible for the discrepancy between the content of the services and the User's expectations.

5.11. The total liability of MedCommerce for any claims and/or claims may not exceed the amount of payment made by the User to MedCommerce.

5.12. By accepting this Agreement, the User assumes the risks of loss of profit and the risks of possible losses associated with the use of information received during the provision of services. MedCommerce is not responsible for obtaining any result or obtaining a result that does not meet the User's expectations, since the success of the User's use of the information received depends on many unknown factors.

5.13. The Parties shall take measures to resolve all disputes and disagreements arising from the Agreement or in connection with its performance through negotiations. The term for consideration of the User's claim is set at 60 (sixty) days from the date of its receipt by MedCommerce.

5.14. The Parties shall be released from liability for partial or complete failure to fulfill their obligations under this Agreement if such failure is due to force majeure.

6. PRIVACY POLICY

6.1. By accepting the terms of this Agreement, the User grants MedCommerce the right to process his personal data and agrees to the Privacy Policy of the site.

7. FINAL PROVISIONS

7.1. In order to improve the quality of services provided on our Sites, as well as to comply with legal requirements, this Agreement may be amended by MedCommerce unilaterally without notifying the User. The new version of the Agreement shall enter into force from the moment it is posted on the Site in the "Agreement" section.

7.2. By using the Site, the User confirms his/her consent to the new terms of the Agreement, amended at the time of the User's use of the Account or services or the Site, as well as the terms of any other local documents published in accordance with the terms of this Agreement.

7.3. In the event of disputes and disagreements between the Parties under this Agreement or in connection therewith, the Parties undertake to resolve them through negotiations. If disputes, disagreements or claims arising out of or related to this Agreement, including those related to its execution, breach, termination or invalidity, cannot be resolved through negotiations, such disputes shall be considered in accordance with the current legislation of Russia in court in the Arbitration Court of the city of Ekaterinburg.

7.4. This Agreement is governed by and interpreted in accordance with the legislation of Russia. Issues not regulated by this Agreement shall be resolved in accordance with the current legislation of Russia.

7.5. Recognition by the court of the provision of this Agreement as invalid or not subject to compulsory execution shall not entail the invalidity or non-performance of other provisions of this Agreement.

7.6. The rights and obligations of the User under this Agreement may not be transferred to third parties without the written consent of MedCommerce.

7.7. MedCommerce has the right to transfer its rights and obligations under this Agreement to another person, including its partners, without the written consent of the User.