

User Agreement

1. Subject-matter of the Agreement

1.1. This User Agreement (hereinafter the “Agreement”) regulates relations between RIA Novosti, the owner of the VISUALRIAN.RU service (hereinafter the “Agency”), represented by Financial Director Galina Ivanovna Kozhina, acting on the basis of Power of Attorney No. 2929/1 dated December 25, 2007, and

_____ (hereinafter the “Author”) concerning the posting of photographic, graphic, informational graphic and other works of visual art (hereinafter the “materials”) on the website <http://www.visualrian.ru> (hereinafter the “site”).

1.2. The Author is an individual who has joined this Agreement in the proper way and sent one or several materials for posting on the site. The posting of materials on the site shall mean the consent of the Author to the terms and conditions of this Agreement.

2. Copyright

2.1. The VISUALRIAN.RU service is a resource allowing the Author to distribute his/her materials by posting them on the website <http://www.visualrian.ru>. The Author does not assign the Agency the rights to use these materials, but undertakes to pay a fee for using the site services.

2.2. Until otherwise stipulated, all exclusive personal property and non-property rights to materials shall belong to the posting Author.

2.3. The Author has been warned about the liability established by existing legislation of the Russian Federation for the improper use and posting of others’ works. If it is established that the posting Author is not the rightholder, these materials shall be instantly withdrawn from free access at the first request of the legitimate rightholder.

2.4. When posting materials the Agency shall give the name indicated by the Author in his/her registration form.

2.5. The Author agrees that the Agency shall be entitled to make free use of his/her materials for advertising and informational purposes and also allow third persons to have wide access to them within the Agency’s sites. Free use shall mean reproduction, distribution, public dissemination, processing and translation. The Agency shall be entitled to place on pages containing the Author’s materials advertising banners, announcements and other materials provided for the Agency by third parties.

2.6. Persons and organizations that make improper use of materials published on this website shall be held liable for the unauthorized copying and use of those materials.

3. Terms of posting

3.1. Materials may be posted on the site following registration and acceptance of all the Agency's terms and conditions. If for some reason materials do not suit the Agency, posting them may be denied without any explanations given.

3.2. Materials shall be posted on the site provided they meet technical and other requirements set forth in this Agreement.

3.3. The Agency pledges to provide access to the site for third parties interested in buying materials. In the case of third parties buying materials the Agency shall withhold its fee from the sums of money transferred by the third parties for the purchased materials. The fee shall amount to 50% of the sum concerned, including 18% VAT.

3.4. Materials shall be sold to third parties on terms and conditions set forth in an agreement with the Buyer. The Agency shall reserve the right to set the maximum and alter the minimum cost of sales, and also to make amendments to an agreement with third parties, without prior notification of the Author.

3.5. The Author shall be paid 50% of the sum of money obtained from selling the material concerned not later than the 20th day of the month following the month of receiving the money. The money will be transferred to the Author's settlement account indicated upon registration. The payment of the stipulated sums shall not begin until after the Agency receives copies of the Agreement signed by the Author.

3.6. The Agency shall do its best to ensure the uninterrupted operation of the site, but shall not be liable for the complete or partial loss of materials posted by the Author, nor for the inadequate quality or speed of the service provided.

3.7. The Agency shall be entitled to deny the Author posting materials and also to withdraw them at its own discretion if their content contradicts norms of ethics and morality, fails to meet the requirements of the existing legislation of the Russian Federation or contradicts the requirements of this Agreement and the regulations of the Agency. In such a case the Agency shall not be obliged to inform the Author of its reasons for refusal.

3.8. The Author agrees that he/she bears full responsibility for the materials posted on the site. The Agency shall not hold itself responsible for the content of materials or their conformity to the requirements of legislation, for violation of copyright, the unauthorized use of trade marks, names of firms and their logos, as well as for the possible violation of third parties' rights in connection with the posting of materials on the site. In the event of third parties making complaints concerning

posted materials, the Author shall settle these complaints on his/her own account and expenses.

4. Registration

4.1. One registration is accessible to one Author. To access certain sections of the site the Author must give his/her user name and password.

The Agency forbids:

- Passing the user name and password to other persons and allowing other persons to access the site;
- Caching/preserving the entire site or any part thereof on servers for its possible viewing by persons not registered on the site;
- Using the user name and password by several network users.

4.2. If the user name and password are not used for their express purpose (violating the above clauses), the Agency shall reserve the right to deny access to the site without any prior notice and block access for all users from the given IP address.

5. Technical requirements to materials

5.1. Materials posted on the site must not violate existing legislation, the dignity, honor, rights or legally-protected interests of third parties, incite religious, racial or inter-ethnic strife, contain scenes of violence or inhuman abuse of animals, etc.; be of an indecent or insulting nature; contain advertising for narcotic drugs; contain trade marks, names of firms or their logos; violate the rights of minors; violate the copyright and related rights of third parties; be of an erotic or pornographic character; or contain commercial advertising in any form. If the photograph concerned shows a model, the Agency must be notified of the model's consent to be photographed.

5.2. Materials shall be submitted in the formats and meet the technical requirements indicated on photograph-loading pages.

5.3. The page set for viewing the material shall contain the Author's name (as text).

6. Denial of liability

The Agency shall not be liable for the quality, accuracy, timeliness, completeness, execution or adequacy of the site or information materials or any part thereof posted on it, including (but not limited to) any financial or payment systems existing on the site. The Agency shall not be liable for damage (including, but not limited to, harm in the form of the loss of materials or profit) arising from the use of the site or the content thereof. The Agency shall not be liable for computer

viruses that could exist on the site, or for any other computer destructive programs or devices.

The Agency shall not be liable for a break or a delay in providing access to the site regardless of the cause. The Agency shall not be liable for the absence of proposals from third parties to acquire materials or for possible non-conclusion of a contract to acquire rights to use materials.

6.2. Certain links from the site lead to sites whose servers are at the disposal of third parties, and the Agency shall not be liable for their safety or content.

7. Implementing and modifying the terms of the Agreement

7.1. This Agreement is a public offer.

7.2. Its acceptance shall be a completed registration form and an expression of the Author's consent to the terms and conditions of this Agreement.

7.3. The Agreement shall become effective from the moment the Author expresses his/her consent to the terms and conditions of the Agreement and shall be valid until the moment of its termination.

7.4. Within 5 calendar days from the moment of expressing consent to the terms and conditions of the Agreement the Author will have this Agreement typed in two copies, sign both copies and send them to the Agency at the address: Audio Visual Information Directorate, 4 Zubovsky Bulvar, Moscow, 119021.

7.5. Upon receipt of the Agreement from the Author the Agency will sign it on its own behalf and send the Author his/her copy.

7.6. Either of the parties has the right to terminate this Agreement at any time without giving any reason.

7.7. If the Agency cancels this Agreement, the Author will receive a letter at the e-mail address entered in the registration form. In this case, it shall be considered that the Author receives such a letter within one hour of it being sent. This time shall also be considered the moment of termination of the Agreement. The Author shall be responsible for timely informing the Agency of a change in his/her e-mail address. Following the cancellation of this Agreement the Author's materials are removed from the site.

7.8. If the Author terminates this Agreement, the Author's materials shall be automatically removed from the site.

7.9. In the event of terminating this Agreement the Agency shall reserve the right to use the materials concerned in conformity with the terms and conditions of Clause 2.5.

7.10. The Agency shall reserve the right to make unilateral modifications or additions to this Agreement. Any modifications will be posted on <http://www.visualrian.ru> and it shall be the duty of the Author as a user of the site to familiarize himself/herself with the terms and conditions of the contract by

visiting the site. Modifications shall take effect from the moment of their publication on the site. It shall be the Author's duty to accept all modifications if the Author visits the site after that moment.

8. Bank details of the parties

Agency

**Federal State Unitary Enterprise Russian News
& Information Agency RIA Novosti**

4 Zubovsky Bulvar, Moscow, 119021
General State Registration Number 1027700232405
INN/KPP 7704005030/770401001
Sberbank of Russia: Vernadskoye branch No. 7970,
Moscow
BIC 044525225
Settlement account 40502 810 0 3818 0120024
Correspondent account 30101 810 4 0000 0000225

Author

Full name _____

Date of birth _____

ID (or passport) number _____

Home address _____

Mailing address _____

Telephone _____

E-mail _____

Bank name, address and account number

Registration name in the system (user name)

Agency

_____/G.I.Kozhina/
Stamp here

Author

_____/_____/_____