Terms of use

Please read these Terms of Use carefully before using Global Partners Portal. If you do not agree to these Terms, please do not use Global Partners Portal

GLOBAL PARTNERS PORTAL: TERMS OF USE

DOCUMENT VERSION DATED: AUGUST 20, 2025

1. THESE TERMS

These terms, together with any documents they incorporate by reference (collectively, "**Terms**"), form a legally binding agreement between you or the entity that you represent ("**User**", "**you**") and JSC Positive Technologies ("**Company**", "**we**"). These Terms govern your use of <u>globalportal.ptsecurity.com</u> ("**Portal**") and all services available on or through the Portal.

BY ACCESSING OR USING THE PORTAL:

- YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND TO THESE TERMS AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.
- YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO A BINDING CONTRACT WITH THE COMPANY (THE TERMS).
- YOU REPRESENT AND WARRANT THAT YOU ACCESS AND USE THE PORTAL FROM A JURISDICTION WHERE SUCH ACCESS AND USE IS LAWFUL AND PERMITTED.

Other terms, policies, or rules that we may post or provide links to on the Portal are considered part of these Terms.

From time to time, we may unilaterally change these Terms and/or the Portal to reflect changes that we deem necessary. We may modify the Terms and the Portal at our sole discretion and without prior notice. All changes to the Terms are effective immediately upon posting. You are expected to review this page each time you access the Portal so that you are aware of any changes, as they are binding on you.

2. USE OF THE PORTAL

The Portal allows you to: (a) access and manage your User account; (b) register deal information; (c) access training videos and materials; (d) obtain information about the Company's products; (e) request consulting and support; (f) access other services and options made available by the Company.

Depending on your role (level), additional services and options may be available to you. Your role (level) may be specified in your User account on the Portal or determined under the Positive Technologies partners program or a separate partner agreement entered between you and us/our designees.

The Company creates, modifies, and updates the Portal and determines the list of services and options available on the Portal and other functionality of the Portal at its own discretion. The Company may provide services on the Portal independently or in cooperation with third parties.

Services and other options available on the Portal may be provided either for a fee or free of charge. Payment terms may be specified on the Portal or in your separate partner agreement.

You undertake to use the Portal and any of its elements in accordance with these Terms. Your use of the Portal is also subject to laws and regulations applicable to you. The Company assumes no responsibility for the use of the Portal outside or in breach of the Terms.

To use the Portal, you must be authenticated (registered) on the Portal. You must provide accurate personal information during registration and keep it updated at all times. Any actions taken on the Portal by anyone using your details or your account will be considered your actions and treated as legally valid.

The Company reserves the right to set restrictions on your use of the Portal and perform maintenance that may cause temporary suspension of operation. The Company has the right to suspend or terminate your access to the Portal at any time, with or without notice, and without providing reasons.

Because international information is provided on the Portal, not all products or services mentioned may be available in your country. Please contact the Company's local representative for information regarding products and services available in your country.

We value and protect personal data. We process personal data in accordance with our Privacy Policy.

3. USER'S RESPONSIBILITY

You shall be solely responsible for all activities conducted through your account on the Portal, as well as for the accuracy, completeness, and quality of any information and materials you provide (store, transmit, submit, or post) on or through the Portal ("**User Content**"). We do not endorse or assume responsibility for User conduct or User Content.

All User Content is considered nonconfidential and public. Please do not submit any confidential or private information. User Content may be available to other Users. The Company reserves the right to restrict other Users' access to User Content if it is deemed unnecessary.

Every time you provide User Content through the Portal, you represent and warrant to us that:

- The User Content is legally owned by the User.
- The User Content and its appearance on the Portal do not infringe, neither contradicts with any applicable laws or regulations.
- The User Content contains no libelous or unlawful statements, does not infringe upon the rights (including, without limitation, intellectual property rights, moral rights, or proprietary rights) or the privacy of others, and does not contain material or instructions that might cause harm or injury.
- No information in User Content is confidential, and the Company may disclose all or any part of it on the Portal.

You undertake to use the Portal in accordance with these Terms and all applicable laws and regulations. You agree to use the Portal only in a legal, ethical and proper way. You also acknowledge that the Company strictly rejects and does not tolerate any improper or illegal business practices. We reserve the right to investigate and take appropriate action against anyone who, in our sole discretion, is suspected of violating these Terms or any applicable law, including, without limitation, reporting you to law enforcement authorities. If we suspect a violation of the Terms or any applicable law, you agree to be contacted and promptly correct the improper use or cease further use of the respective Portal features.

You shall use reasonable efforts to prevent unauthorized access to or use of the Portal, including keeping your username and password confidential and not permitting any third-party to access or use your username, password, or account. You shall promptly notify the Company if you become aware of or reasonably suspect any security breach relating in any way to the Portal, including any loss, theft, or unauthorized disclosure or use of your username, password, or account.

4. RESTRICTIONS

You are not permitted to use the Portal, any part of it, or any material available through it in any way not expressly authorized under these Terms or in any manner that violates any applicable national and/or international law or regulation. Among other things, you shall not:

- Store, transmit, upload, download, share or post any content that may be infringing, tortious, or otherwise unlawful, including any content that may violate intellectual property rights, privacy rights, or rights of publicity.
- Perform or attempt to perform any actions that interfere with the proper functioning of the Portal.
- Use, reproduce, alter, modify, create derivative works from, publicly display, publish, upload, post, transmit, resell, or distribute in any way any content or materials provided to you or made available to you via the Portal.
- Send, post, or share any unsolicited or unauthorized advertising, or promote your own or third-party products on the Portal.
- Transmit, upload, download, share, or post anything that contains software viruses, worms, or any other malicious code.
- Engage in identity theft, impersonate any person, or misrepresent your affiliation with any person.
- Attempt to access personal information of individuals by any means, including, but not limited to deceit, trust exploitation, or hacking the Portal or related software.
- Use any technical means to collect or process information on the Portal.
- Deceive the Company or any third party in any way.
- Attempt to gain unauthorized access to the Portal or related systems or networks, or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Portal; or decode, decompile, disassemble, or reverse-engineer any software used to provide the functionality of the Portal or available on the Portal.
- Rent, sell, lease, loan, or trade access to the Portal or related materials.
- Engage in website framing, mirroring, or otherwise simulating the appearance or function of the Portal.
- Attack, abuse, interfere with, intercept, disrupt, or exploit any users, systems, or services, including but not limited to Denial of Service (DoS), monitoring, crawling, spamming, using bots, scripts, or crawlers, or distributing malware (such as viruses, trojans, worms, spyware, or adware).
- Authorize, permit, enable, induce, or encourage any third party to do any of the above.

If we suspect that you have breached any of the provisions of these Terms, the Company may, at its sole discretion and without prior notice, suspend or terminate your access to the Portal.

You agree that the Company shall not be liable to you or to any third party for any suspension or termination of your access to the Portal resulting from your breach or alleged breach of these Terms.

5. WARRANTY WAIVER

The Portal and all of its content are provided on an "as is" and "as available" basis. If you rely on the Portal or any of its content, you do so entirely at your own risk. You accept that no warranties, conditions, and undertakings—express or implied are provided by the Company at any extent. You agree to evaluate and accept all risks associated with the use of the Portal, including the accuracy or usefulness of its content.

Without limiting the foregoing, the Company specifically disclaims any warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company does not warrant or guarantee that the Portal or any information available on or through the Portal is accurate, reliable, or correct; that the Portal will meet any requirements or expectations or will be available at any particular time or location; that its use will be uninterrupted, error-free, defect-free, or secure; or that any defects or errors will be corrected. We make no warranty regarding the Portal's compatibility with any hardware, software, operating system, or data; no warranty of the Portal's quality; no warranties against third-party claims; and no warranties against viruses, malicious components, or other flaws.

6. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES, DIRECTORS, CONSULTANTS, AGENTS, SUBCONTRACTORS, OR EMPLOYEES BE LIABLE FOR DAMAGES OF ANY KIND, WHETHER DIRECT OR INDIRECT, OR FOR ANY LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS OPPORTUNITY, COSTS OF REPLACEMENT GOODS, OR LOSS OR DAMAGE TO DATA, ARISING OUT OF OR IN CONNECTION WITH: (A) OPERATION OF THE PORTAL, USE OR INABILITY TO USE THE PORTAL OR ANY RELATED SERVICES OR CONTENT, OR (B) DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION PRESENTED ON THE PORTAL, OR (C) THE FAILURE OF THE PORTAL OR ITS CONTENT TO MEET YOUR EXPECTATIONS, OR (D) ANY DATA BREACH RELATED TO THE PORTAL, WHETHER OR NOT THE COMPANY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER THE SAME CLAIM ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. WE CANNOT CONTROL USER CONTENT OR TAKE RESPONSIBILITY FOR THE CONDUCT OF USERS OR ANY USER CONTENT THEY UPLOAD.

You are advised to back up any of your data independently and take security precautions, including installation of antivirus software. We have no obligation to verify the identity of users. You are solely responsible for any damages that you may incur in connection with your use of the Portal, including damages related to data loss, goodwill, or misuse of your identity. The Company is not liable for third-party actions and/or failure to act in connection with your use of the Portal. We have no liability for damages or misuse of your data resulting from identity theft. Your sole remedy against the Company is to discontinue use of the Portal, its content, and materials.

Any links to third-party websites available on the Portal or otherwise provided in connection with your use of the Portal are provided for informational purposes and your convenience only. The Company is not liable for the content of third-party websites or any links to third-party websites. The Company makes no representations regarding third-party websites, including but not limited to their security, suitability for use, absence of third-party rights violations, or absence of malicious content or errors. Any reference to third-party products or services does not constitute an endorsement or recommendation by the Company.

If, notwithstanding the other provisions of these Terms, the Company is held liable to you for any matter arising out of or in relation to the Portal, the Company's total liability shall in no event exceed the equivalent of USD 10.

7. INDEMNITY

You undertake to indemnify, defend, and hold harmless the Company, its counterparties, and its affiliated parties (including employees, directors, agents, affiliates, providers, and representatives) (collectively the "Indemnified Parties") from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including, without limitation, reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding initiated by any person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your use of the Portal; (c) your violation of any third-party right, including, without limitation, any right of privacy, publicity, or intellectual property; (d) your violation of any applicable law, rule, or regulation.

The amounts to be indemnified to the Indemnified Parties shall be equal to actual amounts of the above claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) incurred by the Company in connection with the above.

If a claim related to your use of the Portal is made against the Company by any third party, you shall settle such claims at your own expense and cooperate with the Company in the defense of any claim, as requested by the Company.

8. INTELLECTUAL PROPERTY RIGHTS

Intellectual property rights means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, whether registered or unregistered, including all applications (or rights to apply) for, and renewals or extensions of, such rights, as well as all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

The Company owns all rights, title, interest, copyrights, and other intellectual property rights in the Portal. Intellectual property rights to the content posted or available on the Portal or otherwise provided to you by the Company (including, but not limited to, texts, designs, photos, videos, music, scripts, software, and so on) belong to the Company and/or its licensors. We reserve all rights not expressly granted to you under these Terms.

The Company grants you a non-exclusive, non-transferable, limited permission to remotely access, view, and display the Portal for your own use, provided that you comply with these Terms and all copyright, trademark, and other proprietary notices remain intact. Except as authorized by the Company in a separate agreement, you may not modify, sell, distribute, sublicense, reverse-engineer, or create derivative works of our intellectual property or information found on or through the Portal. Any use of the Portal or its materials outside the Portal's intended functionality is unauthorized.

If you are permitted to copy or download certain materials from the Portal, you may store such copies or instances on your computer and use them for your own purposes only. You may not make further copies or instances, distribute, disclose, make them available to third parties, modify, change, or otherwise use them except as permitted under these Terms.

Failure to comply with the Terms will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession, custody, or control. Any unauthorized use of the Portal's materials may also be subject to criminal, civil, or other legal action under applicable law.

All trademarks, logos, domain names, products and service names displayed on the Portal ("**Trademarks**") are the property of the Company, its licensors, and/or other third parties. All Trademarks are provided for informational purposes only. You are not permitted to use Trademarks, attempt to secure any rights that are confusingly similar to any Trademarks, or suggest any affiliation with the Company without our prior written consent. When using the Portal, you are not permitted to use any trademarks of any third party without their prior written consent.

If you believe that your intellectual property rights have been violated by any content published on the Portal, you undertake to notify the Company about it by email. The Company will take steps to resolve the dispute.

By providing User Content through the Portal or otherwise submitting it to the Company, you grant us a non-exclusive, perpetual, royalty-free, and irrevocable worldwide license to use the User Content for any lawful (including commercial) purpose, with the right to directly and indirectly license, reproduce, redistribute, copy, publish, modify, change, build upon, adapt, reprocess, make available to the general public, and otherwise use all or part of the User Content (including any information contained in it) in any medium or format, and to prepare derivative works that are based on or incorporate all or part of the User Content.

9. FINAL PROVISIONS

We may assign our rights and obligations under these Terms to another entity. You may assign your rights or obligations under these Terms to another entity only if we agree to this in writing.

You acknowledge that, to the extent that you receive or obtain access to non-public or confidential information relating to the Company or any other third party as a result of accessing the Portal (for example, deal information, prices, or personal data), you may not disclose this information without our prior written consent or the consent of the applicable third party.

These Terms remain in effect until terminated and will terminate automatically upon the termination of your access to the Portal. Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination of these Terms shall remain in full force and effect. We reserve the right to terminate these Terms at any time. Upon termination of these Terms, we may delete your information and data stored on our servers (including any User Content), and we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension, or for the deletion of your information.

If we need to contact you, we will do so by email at the email address you have provided to us and/or by sending messages through the Portal. Notices may also be sent to your last-known post address.

You can contact us by email or through the Portal, as may be available.

Access to or use of this Portal, information, materials, products, and/or services on this Portal may be prohibited by law or regulations in certain countries or jurisdictions.

You are responsible for compliance with the applicable laws of the country from which you access the Portal.

These Terms shall be deemed to have been made in and shall be construed pursuant to the laws of the Russian Federation. Any dispute, controversy, or claim arising out of or in connection with these Terms are subject to the exclusive jurisdiction of the courts of the Russian Federation located in Moscow, and you hereby submit to the jurisdiction of those courts. However, we retain the right to bring legal proceedings in any jurisdiction where we believe that infringement of these Terms is taking place or originating.