**Agreement on the Use of Information Systems and Resources of the City of Moscow**

**1. terms and definitions**

1. 1.1 Operator - state bodies, organisations engaged in the operation of information systems and services, in providing access to the information resources of the City of Moscow.
2. 1.2 Password - a unique sequence of alphanumeric and special symbols formed in accordance with the established procedure during registration in the Service, information system of the City of Moscow in order to ensure the User's subsequent access to this information system, Service.
3. 1.3 User means an individual or legal entity wishing to obtain or having obtained access to the services, information resources and information systems of the City of Moscow in accordance with the established procedure.
4. 1.4 Registration - initial input of information for access to the information system (service), information resource of the City of Moscow.
5. 1.5 Service means a software application, software and (or) technical means ensuring interaction of information systems, information resources of the City of Moscow or their separate elements (subsystems).

**2. General provisions**

1. 2.1 This Agreement defines the rules for organising the User's access to the information resources of the City of Moscow, as well as for the User's use of the functionality of the services and information systems of the City of Moscow. The Agreement shall enter into force from the moment the User expresses its consent to its terms and conditions in the manner prescribed by clause 2.3 of the Agreement.
2. 2.2 The information systems, services and information resources of the City of Moscow shall ensure the execution of the powers of the public authorities of the City of Moscow and their subordinate organisations, and shall function in accordance with the legislation of the Russian Federation, regulatory legal acts of the City of Moscow, and legal acts of the executive authorities of the City of Moscow.
3. 2.3 By starting to use the information system of the City of Moscow and (or) service / separate functions of the information system of the City of Moscow and (or) service, or by passing the registration procedure, the User shall be deemed to have accepted the terms and conditions of the Agreement in full.
4. 2.4 The Agreement may be amended without special notice by posting a new version of the Agreement in the information and telecommunications network "Internet" at the address specified in this paragraph, effective from the date of its posting, unless otherwise provided by the new version of the Agreement. Any changes to the Agreement shall equally apply to all Users, including those who joined the Agreement earlier than the date of the changes. If the User continues to use the functionality of the information system and (or) service after the changes to the Agreement have been published, the User is recognised as having accepted the relevant changes. The current version of the Agreement is available on the page at: [https:](https://www.mos.ru/legal/rules/)//www.mos.ru/legal/rules/.
5. 2.5 If the User does not agree with any of the requirements to the service, information system of the City of Moscow established by the legislation of the Russian Federation, legal acts of the City of Moscow, acts of the Operator, this Agreement, the User shall not be entitled to use the service, information system.
6. 2.6 All materials of the [mos.ru](https://www.mos.ru/) website are available under the [Creative Commons Attribution 4.0](https://creativecommons.org/licenses/by/4.0/deed.ru) licence provided that the original source is referenced (in case of using the materials of the website on the Internet - interactive link).

**3. User registration, use of services, information systems and resources of the City of Moscow**

1. 3.1 User registration in a particular information system of the City of Moscow and (or) service is carried out after the User provides a certain set of information on the web-page of the information system of the City of Moscow or using the service, and creates a User account in accordance with the requirements for the relevant information system of the City of Moscow, service.
The account consists of a login and password that allow identification, authentication and authorisation of the User in the information system (service), on the information resource, as well as other attributes.
2. 3.2 At any stage of using the information systems, services, when accessing the information resources of the City of Moscow, the User undertakes to provide accurate and complete information. The User undertakes to keep the information provided by the User up to date. If the User provides incorrect information or there are reasons to believe that the information provided by the User to is incomplete or unreliable, the User's account may be blocked or deleted and (or) the User may be denied the use of the information system, service (or their separate functions), access to the information resource of the City of Moscow.
3. 3.3 The use of the Moscow City information system, service means the User's consent to the processing of any information, including information necessary for correct operation and/or collection of statistics on the use of system services (including cookies through metric programmes (statistics services) or without their use) or provided by the User independently, including personal data, consent to participate in activities to stimulate (encourage) citizens, implemented by the Moscow City Government and/or its authorised bodies. The said information may be provided using non-voice communications (by sending short text sms-messages, ussd-messages, etc.), by sending the information via the information and telecommunication network "Internet" to the telephone number and (or) e-mail address provided by the User, as well as using the subsystem "personal cabinet" of the state information system "Portal of State and Municipal Services (Functions) of the City of Moscow".
4. 3.4 The processing of personal data provided by the User is carried out by state bodies and organisations providing state and other services, services, performing state functions, or by operators engaged by them on the basis of agreements, contracts, agreements, in accordance with the Federal Law of 27 July 2006 No. 152-FZ "On Personal Data" and the requirements for the relevant information system.
5. 3.5 The User is independently responsible for the security (guessing resistance) of the password used by the User, and also independently ensures the confidentiality of their password and other means of identification. The User is solely responsible for all actions (as well as their consequences) performed under the User's account within the framework of or using the services, information systems of the City of Moscow, including cases when the User voluntarily transfers data for access to the User's account to third parties on any terms and conditions (including under contracts or agreements). In this case, all actions within or using the services and information systems of the City of Moscow performed under the User's account shall be deemed to have been performed by the User, unless the User has notified in advance the technical support service of the relevant information system, service, information resource of unauthorised access to the services and (or) information systems and resources of the City of Moscow using the User's account and/or of any violation (suspected violation) of the terms and conditions of the User's account.
6. 3.6 The User shall immediately notify the technical support service of the relevant information system, service, information resource of any unauthorised (not permitted by the User) access to the services, information systems and resources of the City of Moscow using the User's account and/or any breach (suspected breach) of confidentiality of their password or other means of identification. For security purposes, the User is obliged to securely terminate the work under his/her account at the end of each session of work in compliance with the requirements to the relevant service, information system and resource of the City of Moscow. The Operator is not responsible for possible loss or corruption of data, as well as other consequences of any nature that may occur due to the User's violation of the provisions of this part of the Agreement.
7. 3.7 The Operator shall be entitled, in the cases specified in this Agreement, to establish restrictions in the use of certain services, information systems and resources of the City of Moscow or parts thereof for the accounts of all Users or for certain categories of Users.
8. 3.8 The Operator uses cookies solely to collect statistical data on the use of services, information systems and resources of the City of Moscow. Each user of the services, information systems and resources of the City of Moscow has the opportunity at any time to disable the operation of cookie files on the device from which the user enters the service, information system and resource of the City of Moscow, and (or) delete the cookie files already downloaded earlier by changing the settings of his browser.

**4. Rights and obligations of the Parties**

1. 4.1 The User is obliged to:
	1. 4.1.1 Provide access to the information-telecommunication network "Internet", as well as configuration and protection against unauthorised use of its equipment by its own means and at its own expense, and promptly respond when cases of such use are detected.
	2. 4.1.2 Ensure confidentiality of the User's password and other means of identification of the User.
	3. 4.1.3 Accept full responsibility for all communications and actions taken through the account belonging to him/her, which took place after the registration of the User.
	4. 4.1.4 Comply with the terms and conditions of this Agreement, and in case of access to the "personal account" subsystem of the state information system "Portal of State and Municipal Services (Functions) of the City of Moscow" - also with the terms and conditions of the Agreement on the use of the automated information system "System for Controlling Access to Information Systems and Resources of the City of Moscow".
2. 4.2 The User has the right to:
	1. 4.2.1 Use the functionality of the services and information systems and resources of the City of Moscow in accordance with the requirements to the relevant services, information systems and resources of the City of Moscow, as well as in accordance with this Agreement.
	2. 4.2.2 To send appeals to the operator containing questions regarding the technical functioning of the relevant service, information system or resource of the City of Moscow in accordance with the established procedure.
	3. 4.2.3 Provide consent to transfer their data, including personal data, to other services, information systems and resources.
3. 4.3 When using the services and (or) information systems and resources of the City of Moscow, the User may not:
	1. 4.3.1 Upload, send, transmit or in any other way post and/or distribute content that is illegal, harmful, defamatory, insulting to morals, demonstrates (or is a propaganda of) violence and cruelty, violates intellectual property rights, promotes hatred and/or discrimination of people on racial, ethnic, gender, religious, social grounds, contains insults to any persons or organisations, contains elements (or is a propaganda of) pornography, child erotica
	2. 4.3.2 Violate the rights of third parties, including minors, and/or harm them in any form.
	3. 4.3.3 Impersonate another person or representative of an organisation and/or community without sufficient rights, including the operator's employees, as well as use any other forms and methods of illegal representation of other persons, as well as misleading users or the operator about the properties and characteristics of any subjects or objects.
	4. 4.3.4 Upload, send, transmit or in any other way post and/or distribute content in the absence of rights to such actions under the laws of the Russian Federation, regulatory legal acts of the city of Moscow, acts of the operator or any contractual relations.
	5. 4.3.5 Upload, send, transmit or in any other way post and/or distribute advertising information and spam not specifically authorised.
	6. 4.3.6 Upload, send, transmit or in any other way post and/or distribute any material containing malware or other computer code, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs, to gain unauthorised access, as well as serial numbers to commercial software products and programs for generating them, logins, passwords and other means of obtaining unauthorised access to any computer or telecommunications equipment or programs.
	7. 4.3.7 Carry out unauthorised processing of personal data of other persons.
	8. 4.3.8. Disrupt the normal operation of the services and/or information systems of the City of Moscow.
	9. 4.3.9 Contribute to acts aimed at violating the restrictions and prohibitions imposed by the Agreement.
	10. 4.3.10. In any other way violate the norms of the legislation of the Russian Federation.
4. 4.4 Operator:
	1. 4.4.1 Ensure the functioning of the services, information systems and resources of the City of Moscow under its jurisdiction, as well as perform other powers established by the legislation of the Russian Federation, legal acts of the City of Moscow, and acts of the Operator.
	2. 4.4.2 Provides the User with the functionality of the service, information system of the City of Moscow and (or) access to the information resource of the City of Moscow, if the User has the relevant right and in compliance with this Agreement.
	3. 4.4.3 Ensure security, safety and non-disclosure of information provided by the User in accordance with the established procedure.
	4. 4.4.4 Carry out other obligations stipulated by this Agreement.
5. 4.5 The Operator shall have the right to:
	1. 4.5.1 Refuse to register the User and use the capabilities of the services, information systems of the City of Moscow, access to the information resource of the City of Moscow in cases stipulated by the legislation of the Russian Federation, regulatory legal acts of the City of Moscow, this Agreement.
	2. 4.5.2 Suspend without warning the User's access to the information resource, use of services, information systems and resources of the City of Moscow by the User in cases where:
		* violation of the terms and conditions of this Agreement by the User or the User's actions that violate the terms and conditions of the Agreement;
		* due to unforeseen technical reasons or circumstances related to information security;
		* due to interference and any violations by the User, equipment, software on the part of the User with respect to the services, information systems and resources of the City of Moscow;
		* detection of suspicious activity of the User or the User's equipment or software in the services, information systems and resources of the City of Moscow.
	3. 4.5.3 To send to the User messages containing organisational and technical information on the functioning of information systems and services of the City of Moscow, as well as on the activities of state bodies and organisations.
	4. 4.5.4. To engage third parties to ensure operation of the services and information systems of the City of Moscow, maintenance of the information resources of the City of Moscow in accordance with the established procedure.
	5. 4.5.5. Carry out preventive maintenance in the services, information systems and resources of the City of Moscow with temporary suspension of access thereto.
6. 4.6 The Operator shall not be liable for:
	1. 4.6.1 Accidents, failures or interruptions in the functioning of the services and information systems of the City of Moscow, in access to the information resources of the City of Moscow due to malfunctions of the equipment, communication systems or networks provided, supplied, operated and/or maintained by third parties.
	2. 4.6.2 The quality and timing of provision of public and other services, performance of public functions by the public authorities of the City of Moscow, their subordinate organisations, actions of other organisations, as well as for the reliability and relevance of information provided using the services, information systems and resources of the City of Moscow by the said authorities and organisations.
	3. 4.6.3 Damages incurred by the User as a result of:
		* presence of "viruses" and other malicious programmes in the equipment and software used by the User to access the services, information systems and resources of the City of Moscow;
		* breach of this Agreement by the User;
		* unlawful actions of third parties, including those related to the use of the User's account, as well as the use of information about the User provided by the User in the course of using the information systems and services of the City of Moscow, if such information became available to third parties through no fault of the Operator.
7. 4.7 Using separate services and (or) information systems and resources of the City of Moscow, access to information resources, information systems and services not under the operator's management (hereinafter referred to as third party resources) may be provided in accordance with the established procedure. Third party resources shall not be checked by the Operator for accuracy, completeness, legality, etc. The Operator is not responsible for any information, materials posted on third party resources, including any opinions or statements, advertising, etc., as well as for the availability of such resources or content and the consequences of their use by the User. If the said resources are under the jurisdiction of the executive authorities of the city of Moscow, their subordinate organisations, the requirements to them shall be established by the legislation of the Russian Federation, relevant legal acts of the city of Moscow, acts of the executive authorities of the city of Moscow, their subordinate organisations.
8. 4.8 The User, the Operator shall not be liable for non-performance or improper performance of this Agreement if the proper performance was impossible due to force majeure.

**5. Other conditions**

1. 5.1 This Agreement shall be governed by and construed in accordance with the laws of the Russian Federation.