

# Horse and Lion<sup>®</sup> website

## Terms of use

EuroChem together with its subsidiaries (the *Company*) provides this web site (the *Site*) to you subject to the terms of use (the *Terms*) set out herein. The Terms constitute the entire and binding agreement between you and the Company with respect to your use of the Site and any information in relation to the Company on this Site (the *Information*).

Your use of the Site constitutes your acceptance of the Terms. If you are not willing to abide by the Terms in full, please refrain from using the Site immediately.

Using the Site you agree that the Company may ask you to provide personal information such as e-mail address, name and telephone number and the Company may process information about you in accordance with the limits of the applicable law and you warrant that all data provided by you is accurate.

The Company may revise and update the Terms at any time and without notice. By accessing the Site you are accepting that you are bound by the Terms and so you should check these each time you visit the Site.

The viewing of the Site may not be lawful in certain jurisdictions. Any person who wishes to view the Site or use the Information shall first satisfy himself that he is not a subject to any laws or regulations which prohibit or restrict him from doing so. If you are not permitted to view the Site or use the Information, or are in any doubt as to whether you are permitted to view the Site or use the Information, please refrain from using the Site immediately.

#### Access

You agree that access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for any reasons beyond the Company's control. The Company shall not be liable if for any reason the Site is unavailable at any time or for any period.

#### **Disclaimer**

Information contained on the Site is for informational purposes only on an "as is, where is" basis.

The Site or Information is provided without warranties of any kind, whether express or implied, to the fullest extent permissible under applicable law.

The Company does not represent or warrant that the functions of the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site is free of viruses or other harmful components. The Company does not make any representations or warranties regarding the use or content of the Site or the Information in terms of their correctness, accuracy, currency, completeness, adequacy, usefulness, reliability or otherwise.

Information disclosed by the Company under the laws of any jurisdiction is not intended to be in any way qualified, amended, modified or supplemented by the information available in, through or on the Site.

Before making any decision, or exercising any right relying on the information from the Site, you should consider seeking the appropriate advice from an adviser. You agree that the use of the Site is at your own risk.

#### **Forward-looking statements**

Some of the information provided on the Site is for informational purposes, and may include forward-looking statements or projections. These forward-looking statements or projections include matters that are not historical facts or statements and reflect the Company's intentions, beliefs or current expectations concerning, among other things, the Company's results of operations, financial condition, liquidity, performance, prospects, growth, strategies, and the industry in which the Company operates. By their nature, forward-looking statements and projections involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. The Company cautions you that forward-looking statements and projections are not guarantees of future performance and that the actual results of operations, financial condition and liquidity of the Company and the development of the industry in which the Company operates may differ materially from those made in or suggested by the forward-looking statements or projections. Factors that could cause the actual results to differ materially from those contained in forward-looking statements or projections posted on the Site may include, among other things, general economic conditions in the markets in which the Company operates, the competitive environment in, and risks associated with operating in, such markets, market change in the fertilizer and related industries, as well as many other risks affecting the Company and its operations. In addition, even if the Company's results of operations, financial condition and liquidity and the development of the industry in which the Company operates are consistent with the forward-looking statements or projections contained in this presentation, those results or developments may not be indicative of results or developments in future periods. The Company does not undertake any obligation to review or confirm expectations or estimates or to update any forward-looking statements or projections to reflect events that occur or circumstances that arise after the date the information was posted on the Site.

#### Limitation of liability

To the fullest extent permitted by applicable law, the Company shall not be liable for any direct, indirect, compensatory, punitive, special, consequential or other damages, any loss of income or revenue, any loss of business, any loss of anticipated savings, any loss of data, any loss of goodwill, or any other losses, liabilities, expenses or costs of whatever nature arising from or attributable to your access to, or inability to access, or reliance on information or products provided on or in relation to, the Site, in each case even if the Company has been advised of the possibility of such damages, losses, liabilities, expenses or costs.

The Company disclaims any liability for damages arising from any e-mail communication sent by you to the Company or sent by the Company to you.

#### Intellectual property

The Site and the information posted in it, including but not limited to text, photographs and other images and sound, data, software, graphics and logos, are protected by copyright (including as a compilation or a database), trade mark, database and other intellectual property laws of the Russian Federation and other jurisdictions where the Company operates.

Unless otherwise stated, all rights in the Site and the materials posted in it are owned by the Company or its licensors.

You may use the Site in seeking Information exclusively for your own personal and non-commercial use.

Unless otherwise specified in the Terms you have no rights directly or indirectly copy, reproduce, modify, alter or tamper with, in any way, distribute, publish, create derivative works of the Site and the Information in it.

You agree to abide by all applicable copyright, trademark and other intellectual property laws and with all additional copyright and trademark notices, information and restrictions contained in any portion of the Site. Any rights not expressly granted in this Terms are reserved.

### Links

The sites linked to this Site are not under the control of the Company and the Company is not responsible for and makes no representations, warranties or conditions concerning the contents of any linked site or any link contained in a linked site.

It is your responsibility to verify any information contained within such linked sites before relying on it. If you decide to access any of the third party web sites linked to the Site, you do so entirely at your own risk.

#### **Choice of Law and Jurisdiction**

This Terms and your use of the Site shall be governed by and in accordance with the laws of the Russian Federation. The Russian courts if otherwise stated herein shall have the exclusive jurisdiction over any dispute arising out of or in connection with your use of the Site. By accessing the Site you expressly submit to the exclusive jurisdiction of the Russian courts. The Company solely shall be entitled to take proceedings in any other court of any jurisdiction.