Public contract-an offer for the provision of services

This document is an official public contract (a public offer based on paragraph 2 of Article 437 of the Civil Code of the Russian Federation) MRPOPULAR LLC, hereinafter referred to as the "Contractor", acting on the basis of the charter, to any legal entity or individual who has expressed readiness to use the services of the Contractor and accepted the terms of this Agreement (offer), hereinafter referred to as the "Customer", for the provision of services for promotion in social networks and advertising carried out through the Website at https://mrpopular.io/.

In accordance with paragraph 2 of Article 437 of the Civil Code of the Russian Federation (Civil Code of the Russian Federation), if the conditions set out below are accepted and the services are paid for, the legal entity or individual accepting this offer becomes the Customer (in accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation, acceptance of the offer is equivalent to concluding a contract on the terms set out in the offer), and the Contractor and the Customer are jointly Parties to this agreement.

1. General conditions

- 1.1. In connection with the above, carefully read the text of this public offer and read the price list of services. If you do not agree with any clause of the offer, the Contractor offers you to refuse to use the services.
- 1.2. The public offer expressed in this Agreement comes into force from the moment of posting on the Internet at the address https://mrpopular.io/ENoffer.pdf and it is valid until the moment of withdrawal of the offer by the Contractor.
- 1.3. Acceptance (unconditional acceptance) of the terms of this public offer (the moment of conclusion of the Contract) in accordance with Article 438 of the Civil Code of the Russian Federation is the fact of payment by the Customer for Services provided by the Contractor in accordance with the terms of this Contract, in the absence of an explicit written agreement of the Parties to the contrary.
- 1.4. By accepting this public offer in accordance with the procedure specified in clause 1.3. of this Agreement, the Customer agrees to all the terms of the Agreement in the form in which they are set out in the text of this Agreement, and in accordance with the Civil Code of the Russian Federation is considered as a person who entered into contractual relations with the Contractor on the basis of this Public Offer Agreement.
- 1.5. The Contractor provides services for the promotion of pages in social networks, search engine optimization of sites and attracting traffic to pages in social networks and sites (hereinafter referred to as Services), the content and payment amount of which are published on the Internet at https://mrpopular.io/, and the procedure for providing and paying for which is specified in this Offer Agreement (hereinafter referred to as the Agreement).
- 1.6. By concluding this Contract, the Customer understands the significance of his actions and is able to direct them, is not under the influence of delusion, deception, violence, threats. The Contract was concluded by the Customer voluntarily, with a preliminary full acquaintance with the terms of this Offer Agreement, the content of which is clear to the Customer. If the Customer did not have the appropriate authority at the time of accepting

the public offer on behalf of a legal entity, then he, as an individual, assumes all responsibility for the execution of this public offer.

- 1.7. The Contractor has the right at any time at its discretion to change the terms of the public offer (this Agreement) or withdraw it. If the Contractor changes the terms of this Agreement, the changes will take effect from the moment the amended terms are posted on the Internet at <u>https://mrpopular.io/ENoffer.pdf</u>, unless another term is specified by the Contractor for such placement. The Customer agrees and acknowledges that making changes to this Agreement entails making these changes to the Contract concluded in accordance with clause 1.3. this Agreement and the agreement in force between the Customer and the Contractor, unless otherwise determined by the Contractor when making changes to this Agreement.
- 1.8. The Contractor has the right at any time to change the Price List and the terms of this public offer unilaterally without prior agreement with the Customer, while ensuring the publication of the amended terms on the Internet resource at <u>https://mrpopular.io/</u> at least one day before their entry into force.

2. The parties and the concepts used

- 2.1. The parties the Contractor and the Customer.
- 2.2. Contractor a person who provides Services through a Website on the Internet at https://mrpopular.io/. The Contractor is one of the parties to this Offer Agreement.
- 2.3. Customer the person who has accepted the offer, and is thus the Customer of the Contractor's services under the concluded Offer Agreement. The Customer is one of the parties to this Offer Agreement.
- 2.4. Contract-offer an agreement between the Contractor and the Customer for the provision of services for promotion in social networks and advertising, which is concluded by accepting the offer. The contract-offer is published on the Internet at https://mrpopular.io/ENoffer.pdf.
- 2.5. Acceptance of the offer full and unconditional acceptance of the offer by the Customer performing the actions specified in clause 4.4. of this offer. Acceptance of an offer creates an Offer Agreement.
- 2.6. Service a set of all Services provided to the Customer using the Website at https://mrpopular.io/.
- 2.7. Services a set of technical functions provided to the Customer as part of the paid purchase of services for promoting pages in social networks, search engine optimization of sites and attracting traffic to pages in social networks and sites on the Internet. In particular, the services of the Service solve the task of attracting subscribers, likes, reposts, comments, etc., to the Customer's accounts in social networks. The scope and quality of the Services provided may be changed by the Service unilaterally without prior or subsequent notification of the Customer.
- 2.8. Website A service that provides services for online promotion in social networks on the Internet, located at <u>https://mrpopular.io/</u>.
- 2.9. Price list the current systematized list of the Contractor's services with prices, published on the Internet resource at https://mrpopular.io/.

3. Subject of the Contract

- 3.1. The subject of this offer is to provide the Customer with services for promotion in social networks and advertising in accordance with the terms of this offer and the current price list of the Contractor's services.
- 3.2. The list of services provided for promotion in social networks is given on the website at https://mrpopular.io/, which is an integral part of this offer.
- 3.3. The specific list of Services provided to the Customer is determined on the basis of the Customer's request and/or an invoice issued by the Contractor and paid by the Customer. From the moment of payment of the invoice, it becomes an integral part of the Contract concluded between the Customer and the Contractor, which determines the composition and cost of the Services provided under the Contract.

4. The procedure for the provision and payment of services

- 4.1. The provision of services for promoting and attracting traffic to a website or a page in a social network is provided in full, provided that they are 100% (one hundred percent) paid by the Customer. The conditions for performing the service, as well as its description/characteristics are strictly individual and are specified in detail on a specific page for placing an order and purchasing a service/product. By placing and paying for an order on the website, the Customer confirms his agreement with these rules and characteristics/description of the product/service.
- 4.2. After reviewing the price list of the Contractor's services and the text of this public offer, the Customer forms on the website https://mrpopular.io/ web application.
- 4.3. Based on the received application, the Contractor automatically issues an invoice (receipt) to the Customer for payment of the selected service in web form.
- 4.4. The Customer transfers funds by paying in any way through the gateway provided by the Contractor's partners.
- 4.5. After the Customer pays the invoice and deposits the funds, the Offer Agreement comes into force.
- 4.6. Within no more than 3 working days from the date of acceptance of the offer, the Contractor ensures the provision of services to the Customer in accordance with his application, unless another deadline is specified in the application.
- 4.7. The services are considered to have been rendered properly and in full if, within three days from the moment of rendering the services, the Customer has not sent a reasoned refusal to accept the service to the Contractor's address.
- 4.8. At the written request of the Customer, the Contractor may issue a printed version of the offer with the signatures of the Parties, which is equal in legal force to this public offer agreement.
- 4.9. The written request of the Customer to sign a paper copy of this offer is considered to be the delivery to the Contractor's office of a printed version of this Offer signed by the Customer in two copies, containing the Customer's details. Address for sending: 107023, Moscow, Medovy Lane, 8, 24.
- 4.10. The Contractor does everything possible to ensure high-quality and uninterrupted provision of services to the Customer in accordance with the price list of services.

5. Terms of refund

- 5.1. The Contractor does not bear any responsibility for the possible write-off by third parties of the works performed by the Contractor and is not obliged to reimburse the funds. Even if third parties write off those works performed by the Contractor, the service continues to be considered fully completed.
- 5.2. No refund is made if the order could not be completed due to the Customer's error (for example, if an incorrect link was specified when placing the order, or if the page specified by the Customer was blocked, etc.), as well as if the Customer's posted content violated the rules of social networks or current legislation.
- 5.3. If the Customer specified an incorrect link, the order is considered completed and the funds are not returned to the Customer.
- 5.4. In order to make a refund from the balance account, the Customer must leave a corresponding request to the e-mail address <u>help@mrpopular.io</u>. The funds will be returned to the same account from which they were deposited by the Customer.

6. Rights and obligations of the Parties

- 6.1. Under this Agreement, the Contractor undertakes to provide the Customer with a set of Services to attract traffic and / or promote a page on a social network or a website on the Internet, paid for by the Customer, and the Customer undertakes to accept and pay for them in accordance with the terms of this Agreement.
- 6.2. The Customer is obliged to familiarize himself with the current version of this Agreement, posted on the Contractor's website on the Internet (<u>https://mrpopular.io/ENoffer.pdf</u>).
- 6.3. The Parties are responsible for non-fulfillment or improper fulfillment of obligations under this public offer in accordance with the current legislation of the Russian Federation. The agreement comes into force from the moment of acceptance of the offer and is valid until the Parties fulfill their obligations. All disputes and disagreements are resolved through negotiations between the Parties. The period of consideration of complaints is thirty days.

7. Dispute resolution procedure

- 7.1. All disputes, disagreements and claims that may arise in connection with the performance, termination or invalidation of the Contract, the Parties will seek to resolve through negotiations. The Party who has claims and / or disagreements, sends a message to the other Party indicating the claims and/or disagreements that have arisen.
- 7.2. If the response to the message is not received by the Party sending the message within 30 (thirty) working days from the date of sending the corresponding message, or if the Parties do not come to an agreement on the claims and/or disagreements that have arisen, the dispute is subject to judicial resolution at the location of the Contractor.

8. Limitation of Liability

8.1. The website may contain links to other resources. You acknowledge and agree that the Website assumes no responsibility for the availability of these resources and for their content, as well as for any consequences associated with your use of the content of these resources.

- 8.2. You also agree that the Website does not bear any responsibility for your personal data that you provide to third-party resources and/or other third parties in the event of a link to them from the Website.
- 8.3. The Contractor does not guarantee against protective actions that third parties, including social networks, can take against mass fraud. In this case, the funds will not be returned.
- 8.4. The Contractor is not responsible for any possible damage caused to the Customer, his social media profiles or his business, as well as for any types of losses that occurred as a result of using the Service or individual parts/services/goods/functions of the Service.
- 8.5. Using the services of the Service, the Customer assumes full responsibility for the consequences of cheating, including the possible blocking of the account/profile/page.
- 8.6. If the Customer uses several Services for promotion, promotion and/or advertising at the same time, the Contractor cannot guarantee the quality of the order being executed, is not responsible for its execution and does not accept quality claims.
- 8.7. Responsibility for the actions of minors, including the purchase of services/goods from the catalog on the Website, lies with the legal representatives of minors.
- 8.8. In case of non-fulfillment and/or improper fulfillment by the Contractor of obligations to provide services in connection with the provision of false and/or invalid data by the Customer, as well as non-fulfillment by the Customer of the terms of this Agreement, the Contractor is not responsible and does not return the funds.
- 8.9. The Contractor is not responsible for violation of the terms of the offer agreement, if such violation is caused by force majeure (force majeure) or circumstances that do not depend on the Contractor's work, including: changes in the work of social networks, actions of state authorities, fire, flood, earthquake, other natural actions, lack of electricity and / or computer network failures, strikes, civil unrest, riots, any other circumstances, not limited to the above, which may affect the fulfillment by the Contractor of the terms of this public offer and are beyond the control of the Contractor.
- 8.10. If it is impossible to provide services due to the fault of the Contractor, the Contractor undertakes to refund the funds paid by the Customer to the Customer's balance on the Website, but not earlier than 3 months after the payment. In other cases, no refund is made.

9. Privacy Policy

- 9.1. The terms of the Privacy Policy and the relationship between you and the Website related on the processing of personal data are regulated by Federal Law of the Russian Federation No. 152-FZ of July 27, 2006. "About personal data"
- 9.2. The Privacy Policy applies to the personal data that the Website has received or may receive from you when registering and / or placing an order on the Website, and is necessary to fulfill the obligations on the part of the Website in relation to the service/product you purchase and/or your access to the services of the Website.
- 9.3. The Privacy Policy is available at the link https://mrpopular.io/ENprivacy.pdf.

10. Final provisions

10.1. The offer agreement and all legal relations arising from it are regulated by the legislation of the Russian Federation without taking into account its conflict of laws rules. All disputes arising are resolved in accordance with the legislation of the Russian

Federation. This Offer Agreement is placed for an indefinite period and becomes invalid if it is canceled by the Contractor.

- 10.2. The recognition by the court of any provision of the Contract as invalid or not subject to enforcement does not entail the invalidity of other provisions of the Contract.
- 10.3. The Customer undertakes to independently monitor changes in the provisions of this Agreement and be responsible for the consequences associated with non-compliance with this obligation.
- 10.4. Inaction on the part of the Contractor in case of violation by the Customer of the provisions of the Contract does not deprive the Contractor of the right to take appropriate actions later to protect its interests.
- 10.5. The Customer confirms that he has read all the provisions of the Contract, understands and accepts them.