# Public Offer Agreement for Service Rendering

This document is an official Public Offer Agreement on the basis of paragraph 2 of article 437 of the Civil Code of the Russian Federation of SP Dolgopolov Aleksandr Borisovich, hereinafter referred to as "Contractor", to any legal entity or individual who has expressed willingness to use the services of the Contractor and accepted the terms of the Agreement (offer), hereinafter referred to as" Customer", to the provision of services for promotion in social networks and advertising carried out through the Website at <a href="https://mrpopular.net">https://mrpopular.net</a>.

In accordance with paragraph 2 of article 437 of the Civil Code of the Russian Federation in case of acceptance stated below conditions and payment services, legal or natural person conducting the acceptance of this offer becomes a Customer (in accordance with paragraph 3 article 438 of the Civil Code of the Russian Federation the offer acceptance is equivalent to signing a contract on the terms set forth in the offer), and Contractor and the Customer jointly are the Parties to this agreement.

#### 1. General Provisions

- 1.1. In connection with the above, you should carefully read the text of the Public Offer and the Price list of services. If you do not agree with any point of the offer, the Contractor offers you to refuse to use the services.
- 1.2. The Public Offer expressed in this Agreement shall enter into force upon posting on the Internet at: <a href="https://en.mrpopular.net/docs/en\_offer.pdf">https://en.mrpopular.net/docs/en\_offer.pdf</a> and it is valid until the withdrawal of the offer by the Contractor.
- 1.3. Unconditional acceptance of the terms of the Public Offer in accordance with article 438 of the Civil Code of the Russian Federation is the fact of payment by the Customer of Services provided by the Contractor in accordance with the terms of this Agreement, in the absence of an Express written agreement of the Parties otherwise.
- 1.4. By accepting the Public Offer in the manner specified in paragraph 1.3. the Customer agrees to all the terms and conditions 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 Customer is considered as a person who entered into a contractual relationship with the Contractor on the basis of the Public Offer Agreement.
- 1.5. The Contractor provides services for promotion in social networks and advertising (hereinafter — Services), the content and amount of payment of which are published on the Internet at <a href="https://mrpopular.net">https://mrpopular.net</a>, and the order of rendering and which payment is specified in the Public Offer Agreement (hereinafter — the Public Offer).
- 1.6. By entering into this Agreement, the Customer understands the meaning of their actions and is able to manage them, is not under the influence of delusion, fraud, violence, threats. The contract is concluded by the Customer voluntarily, with prior full familiarization with the terms of this contract public offer and The rules of the UC, the content of which is clear to the Customer. If the Customer did not have the appropriate authority at the time of acceptance of the public offer on behalf of a legal entity, he, as an individual, assumes full

responsibility for the execution of the Public Offer.

- 1.7. The Contractor may at their discretion change the terms of the Public Offer or withdraw it at any time. In case of change by the Contractor of the terms of this Agreement, the changes shall enter into force upon posting of the changed terms on the Internet at the address <a href="https://en.mrpopular.net/docs/en\_offer.pdf">https://en.mrpopular.net/docs/en\_offer.pdf</a>, unless otherwise specified by the Contractor in such placement. Customer agrees and acknowledges that changes to this Agreement shall entail the introduction of these changes in the concluded in accordance with paragraph 1.3. this Agreement and the agreement in force between the Customer and the Contractor, unless otherwise determined by the Contractor when amending the Public Offer.
- 1.8. The Contractor has the right to change the Price list and the terms of the Public Offer unilaterally at any time without prior agreement with the Customer, while ensuring that the publication of the amended terms at: <a href="https://en.mrpopular.net/docs/en\_offer.pdf">https://en.mrpopular.net/docs/en\_offer.pdf</a> will be held at least one day before they are put into effect.

# 2. Parties to the Public Offer Agreement and Terms Used

- 2.1. Parties Contractor and Customer.
- 2.2. Contractor a person providing promotion services in social networks and advertising through a website on the Internet at <a href="https://mrpopular.net">https://mrpopular.net</a> Contractor is one of the Parties to the Public Offer.
- 2.3. Customer a person who carried out the acceptance of the Public Offer, and thus is the Customer of the Contractor's services under the concluded Public Offer. Customer is one of the parties to the Public Offer.
- 2.4. Offer Agreement an agreement between the Contractor and the Customer for the provision of promotion services in social networks and advertising, which is concluded through the acceptance of the Public Offer. The Public Offer is published on the Internet at: <a href="https://en.mrpopular.net/docs/en\_offer.pdf">https://en.mrpopular.net/docs/en\_offer.pdf</a>.
- 2.5. Acceptance of the Public Offer full and unconditional acceptance of the offer by the Customer of the actions specified in paragraph 4.4. present offer. Acceptance of an offer creates a Public Offer Agreement.
- 2.6. Service a set of all the Services provided by the Contractor to the Customer using the Website at https://mrpopular.net.
- 2.7. Services a set of functions of a technical nature, provided to the Customer as part of the paid purchase of services for promotion, cheating and advertising. In particular, the Service solves the problem of attracting subscribers, likes, reposts, comments, etc., to Customer accounts in social networks. The scope and quality of the Services provided may be changed by the Service unilaterally without prior or subsequent notice to the Customer.
- 2.8. Website Service "MRPOPULAR" that is providing services for online promotion in social networks, as well as SMM, SEO and PR services on the Internet, located at <a href="https://mrpopular.net">https://mrpopular.net</a>.
- 2.9. Price list the current systematic list of services of the Contractor with the prices published on the Internet resource at the address: <a href="https://mrpopular.net">https://mrpopular.net</a>.

#### 3. Subject of the Public Offer Agreement

3.1. The Subject of this Public Offer Agreement is to provide the Customer with promotion services in social networks and advertising, in accordance with the terms of this Public Offer and the current price list of the Contractor's services.

- 3.2. The list of promotion services in social networks and advertising is given on the Website <a href="https://mrpopular.net">https://mrpopular.net</a>, which is an integral part of the Public Offer.
- 3.3. The specific list of Services provided to the Customer is determined on the basis of The customer's application and/or 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 services provided under the Contract.

## 4. Cost of Services and Payment Procedure

- 4.1. The provision of promotion services and advertising in social networks is provided in full, subject to the 100% (one hundred percent) payment by the Customer. Terms of service, as well as its description/characteristics are strictly individual and detailed on the specific page of ordering and purchase of services/goods. By placing and paying for an order on the Website, the Customer confirms their agreement with these rules and characteristics/description of goods/services.
- 4.2. After reviewing the Price list of the Contractor's Services and the text of the Public Offer, the Customer forms an electronic application on the website: https://mrpopular.net.
- 4.3. On the basis of the received application, the Contractor automatically issues an invoice (receipt) to the Customer for the payment of the selected service in electronic form.
- 4.4. The Customer transfers funds by payment in any way through the gateway provided by the Contractor's partners.
- 4.5. After the Customer has paid the invoice and credited the funds, the Public Offer Agreement shall enter into force.
- 4.6. Within no more than 3 working days from the date of acceptance of the offer, the Contractor shall ensure the provision of services to the Customer in accordance with its application, unless another deadline is specified in the application.
- 4.7. Services are considered to be rendered properly and in full, if within three days from the date of rendering of services a reasoned refusal to accept the service is not sent by the Customer to the address of the Contractor.
- 4.8. Upon written request of the Customer, the Contractor may issue a printed version of the offer with the signatures of the Parties, equal in legal force to the Public Offer Agreement.
- 4.9. A written request of the Customer to sign a paper copy of this offer shall be considered a letter delivered to the office of the Contractor signed by the Customer in two copies of the printed version of this Offer containing the details of the Customer. Contractor's Address: Moscow, Medovy per., 24, 8, 107023.
- 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. Refund Policy

- 5.1. The Contractor shall not be liable for any possible write-off by third parties of the work performed by the Contractor and shall not be obliged to reimburse the funds. Even in the case of cancellation by third parties of work performed by the Contractor, the service continues to be considered fully performed.
- 5.2. No refund will be made if the order failed to be executed due to a Customer error (for example, if an incorrect link was specified during the ordering process, or if the page specified by the Customer was incorrect/blocked, etc.), as well as if the Customer's

posted content violated the rules of social networks or the current legislation.

- 5.3. If the Customer has specified an incorrect link, the order is considered completed and the funds are not returned to the Customer.
- 5.4. The withdrawal of the unused funds from the Customer's account balance on the Website is possible only on the condition that these funds were deposited by the Customer, not earned via the <u>Affiliate Program</u>. In order to make a refund of unused funds from the account balance, the Customer must leave the appropriate application at <a href="https://en.mrpopular.net/support.php">https://en.mrpopular.net/support.php</a>. The funds shall 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 range of Services specified in the Customer's application and/or the invoice paid by the Customer, and the Customer undertakes to accept and pay them in accordance with the terms of the Public Offer 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 (<a href="https://en.mrpopular.net/docs/en\_offer.pdf">https://en.mrpopular.net/docs/en\_offer.pdf</a>).
- 6.3. For non-performance or improper performance of obligations under the Public Offer Agreement, the Parties shall be liable in accordance with the current legislation of the Russian Federation. The Public Offer Agreement shall enter into force upon acceptance of the Offer and is valid until the Parties fulfil their obligations. All disputes and disagreements are resolved through negotiations between the Parties. The term 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 execution, termination or invalidation of the Contract, the Parties will seek to resolve through negotiations. The party that has any claims and/or disagreements shall send a message to the other Party indicating the claims and/or disagreements.
- 7.2. If the response to the message is not received by the sending Party within 30 (thirty) working days from the date of the relevant message, or if the Parties do not come to an agreement on the claims and/or disagreements, the dispute shall be settled in court 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 is not responsible for the availability of these resources and 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 is not responsible for your personal data that you provide to third-party resources and/or other third parties in the event of a transition to them from the Website.
- 8.3. The Contractor does not guarantee against the protective actions that can be taken by third parties, including social networks, against mass cheating. In this case money shall not be returned.
- 8.4. The Contractor shall not be liable for any possible damage caused to the Customer, his profiles in social networks or his business, as well as for any types of losses that occurred as a result of the use of the Service or individual parts/services/goods/functions

of the Service.

- 8.5. The Customer takes full responsibility for the consequences of promotion services carried out by the Contractor, including the possible blocking of the account/profile/page.
- 8.6. If the Customer uses several services for promotion, cheating and/or advertising at the same time, the Contractor cannot guarantee the quality of the order, is not responsible for its implementation and does not accept claims for quality.
- 8.7. The legal representatives of minors are held responsible for the actions of minors, including the purchase of services/goods from the catalogue on the Website.
- 8.8. In case of non-performance and/or improper performance 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 the customer's failure to comply with the terms of this Agreement, the Contractor shall not be held liable and shall not return money.
- 8.9. The Contractor shall not be held liable 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 work of the Contractor, including: changes in the work of social networks, actions of public authorities, fire, flood, earthquake, other natural disasters, lack of electricity and/or computer network failures, strikes, civil unrest, riots, any other circumstances, not limited to, which may affect the fulfilment by the Contractor of the terms of this public offer and beyond the control of the Contractor.
- 8.10. In case of failure to provide services through the fault of the Contractor, the Contractor shall refund the money paid by the Customer to the balance of the Customer on the Website, but not earlier than 3 months after payment. In other cases, no refund will be made.

### 9. Privacy Policy

- 9.1. The terms of the Privacy Policy and the relationship between you and the Website relating to the processing of personal data are governed by Federal Law of Russian Federation № 152-FZ of 27 July 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 necessary to fulfil the obligations of the Website in relation to the service/product you purchase and/or your access to the Website services.
- 9.3. The Privacy Policy is available at <a href="https://en.mrpopular.net/docs/en\_privacy.pdf">https://en.mrpopular.net/docs/en\_privacy.pdf</a>.

#### 10. Final Provisions

- 10.1. The Offer Agreement and all legal relations arising from it shall be governed by the legislation of the Russian Federation without regard to its conflict of laws rules. All disputes shall be resolved in accordance with the legislation of the Russian Federation. This offer Agreement is placed for an indefinite period and loses its force upon its cancellation by the Contractor.
- 10.2. The court's recognition of any provision of the Agreement as invalid or unenforceable does not entail the invalidity of other provisions of the Agreement.
- 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

action later in defence of their interests.

10.5. The Customer confirms that they have read all the provisions of the Offer Agreement, understand and accept them.

# 11. Details

SP DOLGOPOLOV ALEKSANDR BORISOVICH

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