

Approved by the order of the CEO of "Pruffme" Ltd.  
№ 3 from March 1, 2015

The present Agreement of the use of the Pruffme Service" (hereinafter the "Agreement") defines the mutual rights, obligations, and liability of the Limited liability company "Pruffme", hereinafter referred as "Company" on behalf of the CEO Poduzov Sergey Valeryevich on the one hand, and the User (any physical person over 18 years old or a legal entity), accepted a public offer (Offer) about the conclusion of the Agreement, on the other hand, jointly referred to as a "Party".

## Terms and Definitions

In original Agreement the terms below have the following meaning:

- The Authorization – the process of analyzing the Authentication data entered by the User on the Company's server, by results of which determines the existence of the user's right to create Personal User cabinet on the Company's recourse and/or receive an access to use the Service;
- The Acceptance – the complete and unconditional adoption of the terms of this agreement by the User made by sending the notification to the Company according to the established form, namely putting down the corresponding mark during the process of User's registration on the Pruffme Website;
- The Authentication data – the unique identifier (the mobile phone number mentioned by the user during the registration and the User's password used for the access to the Personal User cabinet from the Internet or for the access to the specific service.

The Balance of the Personal Account - the difference between two cash amounts at the particular time. The first amount consists of the money deposited on the Personal Account before the given point of time (a payment amount); the second amount consists of the money reserved on the Personal Account at the moment of time and the money charged off Personal Account before the given point of time;

- The Web-Interface Pruffme - a set of hardware and software, means of information and technological interaction of Users with software and hardware system on the Servers of the Company through which the Company organizes for User Access to the User's Personal cabinet and the ability to use the Service Pruffme in accordance with this Agreement;
- The Pruffme Service — the website located on servers of the Company on the address <https://pruffme.com/> and their satellites in domains of the third level, organized in the single system for presenting the information about the Pruffme Services through the Internet and opportunity to use the Pruffme Services by Users;
- The Webinar (also an online seminar, a video conference, an online meeting) - the general name for the promotional, informational and training events held through the Internet in the mode of real-time meetings, the presentations, remote seminars and something similar. During the webinar, each of Users is situated in front of the computer, and the connection between them is kept on the Internet by means of

the Pruffme service. The communication session between Users or groups of Users during the Webinar is performed in the form of simultaneous exchange of video and audio-(speech) information, text messages and data (files);

- Seminar is a general name for the promotional, informational and training events held by Users with the help of Pruffme Service in the order described in this agreement;

- The Deposit of Money to the Personal account — an advance payment of the User on the Personal account of the User by the means of the payment system, the order and methods of payment are posted on the Company website: <http://pruffme.com/payment>;

- The Date of Monthly Billing - the date of the settlement period. The date of the first settlement period is the date of the subscription to specific service (or services) in a personal user's account; the start date of the following settlement period is the 1st day of settlement month;

- The Company — Pruffme Limited Liability Company registered in the Russian Federation. The company is the Administration of the Pruffme Services.

- The Webinar Content — broadcasted (transferred) via servers of the Company and received (accepted) user's content while using Pruffme service. "Content" is understood as all information constituting webinar sessions - video, audio-data, text and other files, the text and metadata, including newly created data with use of tools of the Pruffme Web interface;

- The Personal account (Personal User's account) — the counter on which the Payments of the User and a balance withheld (deposited). The personal account has unique number (identifier);

- The Personal cabinet of the User — the information space of the User allocated in the Pruffme Web interface for the organization of input/change of Personal data ("the User's Profile"), an independent subscription/refusal from (activation/shutdown) of specific services within the Agreement. Logging into the Personal cabinet of the User is made after Registration on the Pruffme Website and passing the procedure of Authorization;

- The Unauthorized access — the access to the Pruffme Web interface and/or specific services by the visitor of the Pruffme Website who did not pass the Registration and/or Authorization and do not have the rights to receive a Service and/or specific services within Service. For the prevention of unauthorized access particular measures are taken on Servers of the Company;

- The offer — the Company's offer addressed to any physical person reached age of 18 (Eighteen) years, to any individual entrepreneur or the legal entity to conclude the "Agreement on Pruffme Service Provision" with the Company on the essential conditions containing in this agreement including all its applications and additions;

- The Personal data — the information provided by the User during the procedure of Registration on the Pruffme Website that identifies the User's personality, payment

information and other data which can be reasonably related to such information. Specifying of such basic data is a necessary condition of the acceptance of the Offer;

- The Payment — the money transferred by the User into the settlement account of the Company, or brought through payment systems as a payment for the usage of the Service, and stored on the Balance of the Personal account of the User in accordance with the terms of the Agreement;
- The Subscription (on specific service) — the accomplishment by the User of the actions listed on the corresponding page in the Personal cabinet of the User which is the order for receipt of this specific service on terms of the contract;
- The User — any physical person older than 18 years, the individual entrepreneur or the legal entity acting as the Agreement Party about Pruffme service use;
- The Subscriber fee — the amount of Payment for the specific services rendered during the Settlement period provided by the plan;
- The Settlement period - the period of rendering Services equal to the number of the days which remained from the moment of the Subscription to the service until the end of calendar month in which the Subscription to service (the first Settlement period), either equal to one month, or equal to the number of the calendar days which remained before the termination of the Subscription to service in a month to which the penultimate Settlement period (subsequent Settlement periods) preceded was performed;
- The Registration (the Registration of the User) — the procedure established by the Company and the result of entering by the User into the data base of registered users of services on Servers of the Company the Personal data and/or the other information about the User ordered by the Company;
- The Reservation of money on the Personal account - the allocation of money by the Company from advance payments of the User for their possible depositing from the Personal account as payment for a certain service excluding a possibility of their depositing as a payment for other specific services;
- The Plan - the fixed offer of the Company for the cost of a certain amount of the Service Pruffme chosen by the User according to the Pricing and Plans and the Procedure of payments specified on the Pruffme service website;
- The Administrator - the authorized representative of legal/physical person of the User or the User himself who administers the account and has the personal login and the password for logging into the personal account on the website of the Company;
- The SMS Mailing - a complex of the software allowing the User to send SMS messages, track their status and control the electronic virtual account;

- The SMS Message — the short text message containing information in a digital text format up to 160 symbols or to 70 non Latin symbols, either each part of the jointed message up to 140 bytes in size, or each binary message up to 140 bytes in size. Final fragments of the jointed text or binary messages less than 140 bytes in size are considered as separate messages. In case of sending two jointed messages, their length will be equal to 306 and 134 symbols respectively, in case of three jointed messages, their length will constitute 459 and 201 symbols respectively;
- The SPAM – is a mailing of advertising SMS messages which is performed by the User on Mobile Terminals of Subscribers without prior consent of Subscribers and/or obviously entering Subscribers in to misconception about the nature of these SMS messages or their sender;
- The Electronic ticket - the agreement of the User and any person interested in participating in the seminars held by the User for a fee (paid seminars), expressed in the electronic document which confirms payment of a seminar and grants the right to the participant to take part in the User's Event;
- The order - the User's request for participation in the event of the Contractor properly arranged by the means of the Pruffme Service testifying the intention of the User to conclude with the Contractor the bargain with the purpose of participation of the User or the other person in the Event;
- The Contractor - the Physical person, the individual entrepreneur or the legal entity organizing the Event and placing the information about the Action on the Pruffme Service;
- The Event - the Service rendered by the Contractor to the User, information about which is placed by the Contractor on the Pruffme Service, on purpose including the collection of the information about the Users interested in obtaining the corresponding service.

## 1. The Subject of the Agreement

1.1 The Company provides the Service to the User in accordance with this Agreement, and the User uses the Service and pays for it according to the Pricing and Plans for services posted on the official website of the Company: <https://pruffme.com/pages/prices/> and a procedure of payments according to the section 3 of this Agreement on the terms and conditions of this Agreement.

1.2 The Company provides the Service on conditions "AS THERE ARE" and all risks connected with commercial suitability, applicability for a particular purpose, quality of performance, productivity, compatibility, accuracy, uninterrupted performance and lack of mistakes in case of reception the Service lie on the User. The company doesn't provide to the User any obviously expressed or implied guarantees of any sort concerning any risks and refuses in provision of those. In order to avoid doubts the

COMPANY PROVIDES NO GUARANTEES WHICH ARE NOT OBVIOUSLY SPECIFIED IN THE TEXT OF THE AGREEMENT.

## 2. The Order of the Agreement Conclusion

2.1 The Agreement is concluded by the User that according to item 1 of Art.433 and item 1 of Art.438 of the Civil code of the Russian Federation means complete and unconditional adoption by the User of all terms of the Agreement and all Annexes to it without any withdrawals and/or restrictions, and is equivalent to the conclusion of the bilateral written "User Agreement of the Pruffme services" (point 3 of Art.434 of the Civil Code of the Russian Federation) from the moment of making the Acceptance by the User.

2.1.1. The acceptance date is considered as the date of the conclusion of the Agreement.

2.1.2. The date of the Subscription to specific services is considered as the start date of rendering the Service by the Company.

2.1.3. The creation of the Personal account:

- The user by the means of the form on the website of the Company performs the Acceptance of this agreement, entering necessary data for authorization and send them it to the Company;
- The user, in case of the need to create the account for the legal entity, is obliged to send within 3 working days after the registration on the Company's website the letter request with details of the legal entity in a form provided on the website of the Company. Within three days from the moment of sending the necessary data the Company creates a separate Personal account of the legal entity.

One Personal account, at the request of the User, can have several Administrators, at the same time the User who created a personal account always has a priority in relation to other administrators and can prohibit or resolve them to use the Personal cabinet.

2.2. The parties guarantee each other that they have necessary legal capacity and capacity to act, and all equal rights and powers necessary and sufficient for the conclusion and execution of the Agreement in accordance to its terms and conditions.

2.3. The usage of the Pruffme Services is possible only on the terms and conditions of this Agreement and impossible without adoption of terms of the Agreement.

2.4. Due to the constant enhancement of technology of rendering the Service, at any time the Company reserves the right to make changes to this agreement and Annexes to the Agreement which are its integral parts without prior notice of the User, providing at the same time the publication of the changed conditions on the Pruffme Website. Changes come into the force from the moment of publication on the website.

The user not less than once a month is obliged to regularly get acquainted with this Agreement which current version is published in the Internet: <https://pruffme.com/pages/agreement/> and also is available from the Personal account of the User. In case of the User's disagreement with changes of the Agreement the User is obliged to stop the usage of the Service and ask to remove the accounting data from the database of the registered users of the Company services through the Personal account of the User. Continuation of the usage of the company services means the acceptance of the conditions of the changed Agreement. In case of administration of the Personal cabinet by several Administrators the User who created the Personal cabinet bears the responsibility for actions of each administrator in case of the Acceptance of the Agreement.

2.5. The company has the right to refuse persons-nonresidents of the Russian Federation in Registration on the Pruffme Website and provision of the Pruffme Services at any time at discretion and without any compensation from the Company in connection with finding of such persons out of the jurisdiction of the Russian Federation.

2.6. The Company is entitled not to provide the Service to the User in case the User has a debt to the Service or other services of the Company before the debt is repaid.

2.7. During operation of service an alphanumeric change of the address of the sender it is strictly forbidden for the User to use in the address of the sender the name of any legal structure (mobile operator, bank, insurance structures, the public and government institutions, etc.) which it doesn't treat, otherwise the Company has the right to block mailing and the Personal account of the User, and also to dispatch SPAM independently and not to use services of the companies offering spam sending service (even if the Pruffme service isn't used for this purpose).

3. The Cost of the Service and the procedure of payments.

3.1. The user pays for the Service in necessary amount for it according to the rates specified in the section "Pricing and Plans", posted on the website of the Company according to this agreement. The cost of services is specified without VAT as application of a simplified taxation system by the Company.

3.2. The cost of services constitutes to the size of the plan chosen by the User and the cost of additional services. Withdrawal of the amount on a rate from the Personal account of the User is performed monthly on the first day of the month. The cost of additional services is withdrawn from the Personal account during the choice and confirmation of the service.

3.3. The Payment introduction order: the Payment of the Pruffme Service is performed by the methods specified in the section "My Balance" by depositing of money in a convenient manner for the User. Acceptance of payments is performed online through electronic payment systems of Yandex Money or on the settlement account of the Company.

3.4. The Payment for services on the settlement account of the Company is performed without transferring the money on the settlement account with indication of № of the Personal account.

#### 4. Obligations of the Company.

The Company undertakes:

4.1.1. To render the Service to the User in accordance with the terms, described in this Agreement and its Annexes, taking into account requirements of the current legislation of the Russian Federation.

4.1.2. To render specific services or a set of specific services on which the User is signed in, according to «Pricing and Plans».

4.1.3. Timely (on a day of receiving the notification from a payment system about the receipt of money or on a day of transferring money on the settlement account of the Company), but no later than three days from the moment of payment to enroll advance payments of the User.

4.1.4. To give the User an access to the Personal account. In case of refusal from rendering specific services (their suspension) the Personal account remains available for the User through the Internet during the term of the Agreement.

4.1.5. On condition of action of the Subscription and/or availability of the Access to specific services to make all possible efforts for providing the User with the opportunity to use these services round-the-clock unless otherwise isn't established in case of the ordering specific services. The User is informed that some services can be unavailable because of their upgrade or development.

4.1.6. Not to provide the information about Users to the third parties, except the cases, provided by the current legislation of the Russian Federation.

The Company is entitled:

4.2.1. If the Balance of the Personal account of the User has negative value, or the User didn't provide the information according to the request of the Company specified in item 5.4. of this Agreement, the Company without prior notice can suspend rendering paid services to this User. In this case the Subscription on specific services can be done/renewed from the Personal account of the User after restoring the positive Balance of a personal account. All information, and also any files of the User loaded or placed in system of the Company after blocking the Personal account are stored in archive of the Company within 30 days. After the specified term all information and files of the User are deleted and cannot be restored.

4.2.2. The company is entitled to moderate any messages, sendings as well as other information which is placed by the User in open access and extends to the third parties. If the Company considers that the information is SPAM or directed to

extremism, incitement of racial, race or religious hatred, infringement of the rights of minorities and extends with the hooligan or fraudulent purposes, the Company has the right to remove/delete any materials directly or indirectly violating the law of the Russian Federation without explanation.

4.2.3. The company doesn't enter in disputes with the third parties with which the User had partnership under no circumstances.

4.2.4. The company is entitled to change the Pruffme Web interface and the Software, change requirements for hardware and software which should be used by the User for receiving the Service. For all and any of these changes, this Agreement will be applied to these changes, unless the Company obviously expresses otherwise. Provisions of this point are valid both in relation to the Service provided to the User who entered into the Agreement with the Company in general and concerning specific services or a certain functionality of separate service on which the User within this agreement Is signed.

4.2.5. The Company is entitled to block the access to the Site for the User if by its actions that violate the terms of the Agreement, other agreements between the Parties or other requirements of the Company.

4.2.6. The Company is entitled to refuse the User in ordering without explanation. At the same time if the User purchases the Electronic ticket by transferring the money to the Company, the Company undertakes to confirm the Electronic ticket or to refuse in its registration and return the paid money to the User.

4.2.7. The Company is entitled to make modification of any Website's software, stop the work of the Website in case of detection of essential defects, mistakes and failures, and also for the purpose of carrying out scheduled maintenance and prevention of cases of unauthorized access to the Website.

4.2.8. The Company is entitled to use data of the User or other persons, information about whom is entered by the User on the Website in marketing purposes. The User guarantees that the data entered by the User on the Website are voluntarily provided by him/her and the third parties, and the third parties are acquainted with the terms of the Agreement.

4.2.9. The Company is entitled to send to the User and other persons information about whom is entered by the User on the Website, advertising and informational messages via the e-mail address and the mobile phone number, details of which are contained on the Website. The User hereby consents to receive such information and also ensures that a similar agreement provided by the individuals whose information the User has entered to the Website.

4.2.10. The company is entitled right to make verification of data of the User and the other persons specified by the User by the own criteria and the criteria of Contractors. Besides, the Company is entitled to require from the User the presentation of



documents proving his identity, and providing other data that identifies the User in the cases stipulated by the conditions of the relevant Events, or the legislation of the Russian Federation. In case of failure to submit the documents or inconsistencies of the information in them, the Company is entitled to refuse the User in using the Website.

4.2.11. The Company is entitled to advise the User during the registration/confirmation/payment of the Order including having the independent contact with the User by the telephone number specified by the User.

4.2.12. The company is entitled to choose independently and establish at its discretion ways to identify the User on all own resources, including sites, servers, and other.

## 5. Obligations of the User

The User assumes the obligation:

5.1. To observe and satisfy terms of this agreement.

5.2. To specify the true, exact and complete information about itself on the questions offered in the questionnaire and keep this information up to date.

5.3. In case of change of any data specified by the User during the Registration and in this Agreement, if concluded in written form within 5 (five) days to notify the Company. The specified notification should be made by the User by making changes into the "User's Profile" in the Personal cabinet via the Pruffme Web interface and also in case of the conclusion of this Agreement in the written form by the direction of the written notice signed by the User to the Company.

5.3.1. Change of the e-mail address specified during the Registration is made according to the item 8.1 of this Agreement.

5.4. For the purpose of the conclusion and performance of this Agreement and its Annexes to show the documents identifying the User upon the demand of the Company and also at the request of the Company to provide properly verified copies of such documents for the purpose of the Agreement performance within three days.

5.5. To support positive Balance of the Personal account, timely making necessary advance payments on the settlement account of the Company in accordance with the terms, stated in the Agreement and Annexes to it.

5.6. If the User is not acting under section 5.5. of this Agreement, and, consequently, the account Balance of the User takes a negative value, the User is obliged to pay off the resulting debt within 1 month from the Date of the monthly debits.

5.7. To check notifications of the Company on the Pruffme Website (including the Personal account of the User) and view the statistical information about the volume of the received services regularly.

5.8. To inform the Company about any case of Unauthorized use of its Authentication data for the Access to the Service or violation of a security system of the Pruffme Services immediately.

5.9. If the User is the legal entity or individual entrepreneur who has sent to the Company the requirement about forming the delivery-acceptance Certificate of services within 5 (Five) working days after the end of the month, to sign from its part and send to the Company the delivery-acceptance Certificate of services in duplicate created and available for downloading in the Personal cabinet.

5.10. The signed Act goes to the Company by mail specified on the website of the Company, the original of the Act in duplicate goes the letter by special delivery.

5.11. To delete from the list of mailing those subscribers who refused from receipt of mailing in other ways, than through the Pruffme reference of subscription cancellation.

5.12. Not to make mailing for the benefit of the third parties on basis of the subscribers, except cases when subscribers agreed with receipt of such information.

5.13. Not to delete and not to make easy how to cancel a subscription in the messages. The text of the reference should only be in the language clear for receivers.

5.14. Not to hide and not to mask the fact of a subscription to mailing through other actions.

The User is entitled:

5.15. To use the Pruffme Service only in accordance with the terms of this Agreement and the Pricing and Plans of the Company.

5.16. To conduct free and paid webinars, conduction the last and collection of money can take place only on condition of selecting and paying the appropriate Rate.

5.17. To place the information about events and send electronic messages and also SMS messages to webinar attendees which contacts are placed in the database of the User with the permission of participants. SMS messages may contain the information in a digital text format up to 160 symbols long, or to 70 non Latin symbols, either each part of the jointed message up to 140 bytes in size, or each binary message up to 140 bytes in size. Final fragments of the jointed text or binary messages are considered as the size of less than 140 bytes as separate messages. In case of sending two jointed messages, their length will be equal to 306 and 134 symbols respectively, in case of three jointed messages, their length will constitute 459 and 201 symbols respectively. In case of sending ten and more jointed messages, the Company doesn't guarantee to the User the correctness of their delivery to the subscriber. The Company also doesn't guarantee the correctness of the delivery to the subscriber of SMS messages in case of staying him in a roaming.

5.18. The organization of paid webinars of the User and collection of money is performed by means of the Pruffme Service only on condition of signing an agreement in a written form between the Agency and the Company on acceptance of money and organization of the events. After the conclusion of the specified agreement the User has the right to accept money from clients by implementation of electronic tickets by it.

5.19. The User creates a paid webinar and announces in an appropriate section the cost of the electronic ticket for the participant of a webinar for the electronic ticket

5.20. The Payment of the electronic ticket is performed by participants with the help of the methods specified in item 3.3. of this Agreement, respectively, after the payment, in the Personal Cabinet of the User the list of participant that purchased electronic tickets and are entitled to attend the paid event is formed.

5.21. The User has the right to receive the money specified in item 5.22 of this Agreement on condition of receiving the specified funds for the account of the Company, the conclusion of the written Agency agreement and payment of an agency fee to the Company the size of which is determined in the Agreement.

## 6. The Responsibility of the Company

6.1. The company is liable for failure to perform its obligations under the Contract in accordance with the current legislation of the Russian Federation.

6.2. The Company bears no responsibility for complete or partial interruption of rendering the Service in the cases connected with:

6.2.1. the suspension of work of the software and/or the equipment, including the Servers of the Company providing functioning of the Pruffme Services in case of detection essential defects, mistakes and failures in the Pruffme Web interface and also for the purpose of carrying out scheduled maintenance and prevention from the issues of Unauthorized access.

6.2.2. in the cases connected with the replacement of the equipment, the software or carrying out other works, caused by the need of maintenance the normal working capacity and development of the Pruffme Services.

6.3. The Company's participation in the sessions (online activities) of Users is limited only by rendering the Service. Out of the activities performed directly for rendering the Services, the Company is not the organizer or a participant (the User) of the User's Webinar and is not responsible for the scheduling of Webinars and/or management of such (including, without limitation, listed start, suspension, termination), the composition and territorial location of participants in Webinars, as well as for the Content of Webinars.

6.4. The Company is not responsible for the circumstances that arose beyond the will and desire of the Company and without the fault of the Company, which could not be foreseen or avoided and/or which are beyond the Company's control, including, but not limited to the following:

6.4.1. the lack of accounting of an advance payment of the User on the Personal account in case of not receipt of this payment on the settlement account of the Company;

6.4.2. the disruption of communication due to the usage by the User of Technical support, which does not meet the Company's requirements and equally in non-compliance by the User of conditions of the Technical support used for the access to the Pruffme Services and also in cases of interruptions of power outages on the territory of the User;

6.4.3. the loss of communication due to non-compliance by the services of the service provider of the User (the Internet service provider) the terms of the contract with the User, and in cases of blocking the access to the Pruffme Website by the service provider of communication of the User or his affiliate;

6.4.4. unforeseen violation of normal functioning of the Pruffme Website in cases of violation of functioning of separate segments of the Internet (provision of the Service to the User depends, owing to design features of a communication network public, on quality of the equipment of providers of a communication network, local wire phone lines and lines of mobile communication, service providers of the Internet, providers of long-distance and international lines which are indirectly involved in process of provision of the Service, but the Company doesn't bear the responsibility for the quality of their work);

6.4.5. the force majeure circumstances (force majeure) listed in item 12.1 of the Agreement.

6.5. The Company does not bear responsibility for:

6.5.1. the User's failure in following the instructions for the installation and/or setup of the Webinar's Software, or the conflict of the Webinar's Software with Technical supply of the User as a result of non-compliance the regulated Company's requirements to the Technical supply, but without being limited to this reason, and the obstacles for the User connected with it in the usage of the separate Pruffme Services;

6.5.2. the failure of the user's guide Webinar Software usage and/or untimely updating of the Webinar Software by the User, if the User is informed about the necessity of such updates;

6.5.3. the manifestation of the action of malicious software (viruses) and other blocking features (including the damage of the Webinar Software) interfering the access to the Services for the User ;

6.5.4. the Webinar Software incompatibility with other websites, services, software and/or equipment, as well as for the damage and/or the User's losses caused by the mentioned incompatibility;

6.5.5. the delays and/or failures happened in the beginning, during or at the end of performed according to all rules transmission of data or transactions connected with the usage of the Service.

6.6 The Company under no circumstances bears the responsibility for any careless, direct or indirect damage incurred by the User (including without limitation the listed things: the lost profit, loss of confidential or other information, the losses associated with breaks in commercial or manufacturing activities, damage to health, violation of inviolability of private life, non-execution of any obligation, including the obligation to act in good faith and with reasonable diligence, the losses caused by the negligence, any other damage or other losses of property and/or other nature, arising in connection with this

Agreement or resulting and/or in connection with obtaining or inability to obtain the Service of the Company by the User, as well as a result of and/or in connection with the provision of or failure to provide the Company Services to the User, even if the Company has been advised in advance of the possibility of such damages or losses.

6.8. Regardless of the nature and causes of the User (including any of the above cases), the maximum amount of liability of the Company under any provision of this Agreement and the amount of the compensation owed to the User may not exceed the amount actually paid by the User for the specific services of the Company, even if the received compensation does not cover the damages.

6.9. The company doesn't bear responsibility for the non-compliance by the Contractor of the conditions of holding Events or the provision of the services as all these conditions and rules are under the exclusive authority of the Contractor.

## 7. The Responsibility Of The User

7.1. The user is responsible for the implementation of its obligations in accordance with the terms of this Agreement and its Annexes in accordance with the legislation of the Russian Federation.

7.2. The user is responsible for the completeness and accuracy of the information specified during the Registration and is considered acting on its own behalf and at its own expense.

7.3. The user has no right to neither completely, nor to partially yield or transfer to the third parties the rights and liabilities under this Agreement. Being performed, the similar concession or transfer has no legal force. In case of transferring of the account and the password of the User for Access to the Service to the third parties, as well as in case of the permission by the User of the access to the Service and/or usage of the

Service by the third parties from a User name, all rights and duties under this agreement are performed by the User.

7.4. The user bears independent responsibility in accordance with the legislation of the Russian Federation for all actions and statements, committed and/or spoken through the use of the Service, as well as their consequences.

7.5. The User is responsible for all transactions made under its account and Authentication data.

7.5.1. The user is solely responsible for any (including unauthorized) actions of third parties that occurred during the usage of the Authentication information of the User, as well as their consequences.

7.6. Independently and in addition to other provisions of this Agreement about the responsibility of the User during the usage of Company services, to the complete and sole responsibility of the User, including without limitation following, belongs :

7.6.1. the User's responsibility for the creation and/or distribution, as well as for downloading and/or receiving the Webinar Content, including the liability for all claims which are brought against and/or can be brought in respect of the transmitted and/or received content by the User for the violation of intellectual property rights, copyright and related rights, as well as in connection with content of Webinar Content of false information, obscene, indecent, threatening, abusive, libelous, defamatory or otherwise illegal content;

7.6.2. the responsibility for all relations between the User and third parties arising and/or resulting from the usage of the Service, including the responsibility of the User to third parties involved in private and/or commercial and/or noncommercial activity of the User with using of the Company's Services as well as the User's responsibility for its own damage and expenses incurred as a result of the User interaction with third parties in connection with using the services of the Company;

7.6.3. In case of claims of any nature from the User's Customers, including a refund, the User performs conflict solution independently without the involvement of the Company. For their actions in front of their Customers the User is responsible in full.

7.6.4. The user assumes all responsibility and risk associated with the processing of Orders. The user bears sole responsibility for any problem arising in the process of registration, confirmation and payment. In such case, the Company does not bear the responsibility for any damage (monetary or otherwise) resulting from problems caused by or due to the error or negligence of the User during the Website usage, and also the unsuccessful completion or confirmation of any transaction.

7.6.5. The responsibility for refunds to the Users for failed or canceled Events, and quality of the Activities lies on the Contractor. The Contractor is not entitled to

require the refunds for failed or canceled Events as well as poor held Events from the Company.

## 8. The Data Protection

8.1. In case of loss by the User the authentication data for the access to the Personal cabinet of the User, or if there is a need to change the e-mail address or the password specified by the User during the Registration the repeated message to the User about the lost data and/or change of the e-mail address or the password can be performed by the Company at the request of the User on the special page of the Company with indication of the phone number specified during the Registration. After sending a request, the ciphered code in the form of the SMS message after input of which happens the authorization of the User and change of the requested data comes to the specified phone of the User.

8.2. In case of payment of the order by a bank card (including the input of the card number), the payment processing occurs on the website of an electronic payment system of Yandex Kassa which has passed the international certification. Your confidential data (card details, registration data, etc.) do not come to online store, their processing is fully protected and nobody, including Pruffme, can obtain personal and banking data of the client.

8.3. The processing of the confidential data of the client (card details, registration data, etc.) obtained in encrypted form is made in the processing center. Pruffme, has no opportunity to obtain personal and banking data of the client. Besides, during the payment processing on bank cards, the safe 3D-Secure technology which necessarily requires an international payment system VISA.

## 9. The Intellectual Property Rights

9.1. The company is an Owner and the author of all intellectual property posted on the Internet website of the Pruffme Company and also the Owner of the Software of the Webinars and any programs used for the work of the Pruffme service. The User is granted the right to use in amount and in order established in this Agreement on the terms of the simple non-exclusive license. All rights not expressly granted to User in this Agreement are reserved by Company.

9.2. Any software available on the Pruffme Website for download is an intellectual property of the Company and/or its affiliates.

## 10. The Validity of the Agreement

10.1. The legal relationship arising in connection with this Agreement are regulated by the legislation of the Russian Federation and are jurisdictional only to the courts of the Russian Federation.

10.2. This Agreement according to the Art. 428 of the Civil Code of the Russian Federation is the agreement of accession determining all mutual rights, obligations and responsibility of the User and the Company concerning the conditions of use of the Company service by the User. The Agreement supersedes all previous agreements, contracts or representations regarding the use of the Service by the User.

10.3. This agreement works until the termination of usage the Company services by the User, or before the termination of rendering the Service by the Company, or until the termination of this agreement by the Parties.

10.4. The provisions of this Agreement regulating the refusal from guarantees, liability limit, liability exemption, rights concerning the intellectual property, and also the applicable legislation and cognizance continue to work in case of the expiration of this Agreement or its termination by the parties of this Agreement.

11. Duration of the Agreement, bases of its termination.

11.1. The agreement comes into force from the moment of its conclusion by the User (according to item 2.1. of this Agreements) and works until the Agreement termination.

11.2. The company has the right to refuse from obligation fulfillment under the Agreement according to item 12.6. of this Agreements and at the same time, in case of causing the losses to the User via the termination of the Agreement, is exempted from their compensation.

11.3. The company has the right to initiate the termination of this Agreement and the Subscriptions to specific services unilaterally in case of violation of the terms of this Agreement by the User.

11.4. In case of the conclusion of the Agreement in writing from its cancelation should be made unilaterally by one of the Parties on condition of the direction of the corresponding written application to other Party

11.5. The User has the right to terminate this agreement any time, on condition of accomplishment of all liabilities to the Company which has occurred before the moment of termination.

11.6. In case of termination of this Agreement by the User the paid means are not refundable without explanation.

11.7. In case of the termination of this Agreement due to poor provision of services, funds are returned exclusively to the Bank account of the User on condition of provision the written application, certified notarially which contains: First name, Last name of the User, passport data, bank details for transferring funds, date and the transaction number of sending funds by the User. The specified Statement goes to the address specified on the website of the Company.



## 12. Force majeure circumstances

12.1. The company and/or the User are exempted from the liability for non-execution or improper execution of the liabilities following from the Agreement if the reason for non-fulfillment (improper fulfillment) are force majeure circumstances which, among others, are extraordinary and insuperable under existing conditions circumstances which occurred after the conclusion of the Agreement and interfering the execution of the Agreement obligations by the Parties, including:

12.1.1. earthquakes, floods, hurricanes or other natural disasters, the fires, technogenic accidents and catastrophic crashes, accidents on engineering constructions and communications, including accidents on objects of the power supplying organizations, mass riots, military operations, revolts, civil disorders, epidemics, the blockade, embargo, terrorist actions declared or an actual war, strikes, and also other circumstances which the Company couldn't expect and foresee in advance.

12.1.2. decrees or resolutions of public authorities limiting activities of the Company for Service provision.

12.2. In case of the non-notification of other Party about the occurrence and termination of force majeure circumstances, the concerned Party has no right to rely on them as on the grounds for exemption from liability, except the case when the occurrence of similar circumstances interferes the notification as well.

12.3. In case of occurrence of force majeure circumstances the term of fulfillment of the obligations under this Agreement is postponed in proportion to time during which such circumstances, without compensation of any losses continue to work.

12.4. The Agreement Party which delayed the obligation fulfillment has no right to refer to the force majeure circumstances which occurred after the date of execution the obligation.

12.5. If force majeure circumstances from which the Company suffered last more than 30 (thirty) days in a row, the Company has the right to refuse from obligation fulfillment under the Agreement on the specified basis by placement of the relevant information on the Pruffme Website or, in case of impossibility of placement the information on the website, in any of the mass media provided by the Act of the Russian Federation from 27.12.1991 No 2124-1 "About the mass media". At the same time the Agreement is considered terminated from the date specified in the message from the Company.

## 13. The Settlement of disputes

13.1. All disputes and disagreements arising or are able to arise from this Agreement shall be settled through negotiations based on the written claim from one of the Parties. The Parties will use the best efforts for the dispute resolution by negotiation.

13.2. The company after obtaining the claim from the User is obliged to meet the requirements declared in the claim within 20 (twenty) working days or to direct to the User motivated refusal. All necessary documents shall be attached to the answer.

13.3. Notices, claims, requests, statements, messages and other official materials are transferred by the Parties to each other as follows:

13.3.1. from the Company to the User — by placement in the Personal account of the User if other is not provided in the corresponding clause of the Agreement or Annexes to it;

13.3.2. from the User to the Company — in written form by means of a fax connection or the letter of a registered mail, and also in obligatory order by e-mail on the address: support@pruffme.com, if other isn't provided in the corresponding clause of the Agreement or its Annexes. The written requests sent by the User to the Company shall be signed by the User. The written requests which are not signed by the User will not be accepted by the Company.

13.4. If the arisen dispute won't be resolved in a claim order within 60 (sixty) working days, the either Party has the right to apply for the dispute resolution in court in the Company location in the order established by the current legislation of the Russian Federation.

#### 14. The Personal Data

14.1. Bringing the personal data for the Event or in a form on the Website, or in a form of the Company located on the other website in the Internet in case of the placement order during the registration, the User consents to the processing of personal data without using automation tools and with their use. The specified consent is provided by the user of the Company, and also to the Contractor.

14.2. The User hereby confirms that he/she transmits his/her personal information for the processing by the Company and to the corresponding Contractor and agree to their processing. The User is also notified, that processing of his personal information will be performed by the Company and the Contractor based on point 5 of part 1 of article 6 of the Federal law No152-FZ from July 27, 2006 "About personal information" (in edition from 25.07.2011), and also based on point 1 of part 1 of article 6 of the Federal law No152-FZ from July 27, 2006 "About personal information" (in edition from 25.07.2011) in connection with which the User optionally gives a consent to the processing of personal data.

14.3. The User gives to the Company and the Contractor a consent for processing the following personal data:

14.3.1. name, surname;

14.3.2. numbers of contact telephone numbers;

14.3.3. e-mail addresses;

14.3.4. the information about interests.

14.4. The purposes of the personal data processing is the performance by the Company and Contractor the relevant agreements and the necessary marketing activities.

14.5. During the processing the following actions with the personal data will be done: collection, record, systematization, accumulating, storage, refining (updating, change), extraction, use, transfer (distribution, provision, access), depersonalization, blocking, removal, destruction.

14.6. The transfer of the personal data to the third Parties is performed according to the current legislation of the Russian Federation and agreements between the Parties.

14.7. Being registered on the Event posted on the Website, the User agrees that his/her personal information becomes available to the Contractors who are organizers (administrators) of this Event.

14.8. The Personal data is processed till the liquidation of the Company, or the Website (depending on which event will come later). The personal data is processed by the Contractor in the order provided by the Contractor. The storage of the personal data is performed according to the current legislation of the Russian Federation.

14.9. The consent to the processing of personal data by the Company may be revoked by the User, by the direction of the written application to the representative of the Company on the e-mail address support@pruffme.com.

14.10. In case of withdrawal by the User of consent to the processing of personal data the Company is entitled to continue the processing of personal data without the User consent if the grounds specified points 2 – 11 parts 1 of article 6, parts 2 of article 10 and part 2 of article 11 of the Federal law No152-FZ from July 27, 2006 "About personal information" (in edition from 25.07.2011).

14.11. The policy on the processing of personal data of the Company is performed according to requirements of part 2 of article 18.1 of the Federal law No152-FZ from July 27, 2006 "About personal information" (in edition of 25.07.2011) public and is constantly located at the address <https://pruffme.com/pages/agreement/> .

15. Other conditions

15.1. The company is entitled to attract the third parties for rendering separate specific services to the User.

15.2. This Agreement in no way create or construed to create any legal relationship of Company with third parties, including but not limited to, any technology providers or communications providers, software or hardware or equipment of any third party

suppliers providing separate parts or elements of the Services, which imposes on the Company any obligations in respect of any loss, including any losses, expenses and/or other liabilities incurred by such third parties.

15.3. This agreement in no way provides and implies the provision to any physical persons or legal entities which are not the party of this Agreement of any equitable remedies or remedies, any liabilities, the bases for indemnification or damage or the bases for filing lawsuits, as well as does not create to any third parties any rights for acquisition of benefits or the rights of beneficiaries.

15.4. The User's login in the Personal Account and the Subscription on/Rejection of specific services through the Pruffme Web interface available to the User in accordance with this Agreement, confirms by the information (accounting) records of software control of the connection and equipment cost (billing) on the Company's Servers. Any Subscription on/Rejection of specific services by the User via the Personal Cabinet has the equivalent legal effect as if the Parties concluded an additional agreement in written form on paper.

15.4.1. Unless otherwise provided in this Contract the information (accounting) records on Servers of the Company regardless of a method and/or the technical device by means of which they were performed.

15.4.2. The time of the execution of all activities (transactions) within the Agreement is Moscow time determined on the basis of accounts on the Servers of the Company unless another procedure for determining time has not been stipulated.

15.5. In case of violation of the terms of this Agreement and its Annexes, including the term of payment of the Services under a credit scheme between the company and the User, the Company has the right to suspend and/or to completely stop rendering both separate and specific services received by the User under the Agreement.

15.5.1. The resumption of provision of the specific services to the User is performed at the discretion of the Company based on the written application of the User containing information on the taken measures for elimination of the Agreement breaches and a guarantees against such violations in the future. the resumption of rendering specific services to the User is performed within three days from the moment of elimination of violations and/or receipt of the written application of the User by the Company.

15.5.2. In case of elimination by the User of the violations connected with untimely and/or incomplete payment of the specific services, rendering these services is revolved at the time of replenishment of the Personal account.

15.5.3. In case of failure by the User of the above written statements and failure to eliminate the violations (including violations related to untimely and/or incomplete payment for Services) within 1 (One) calendar month from the date of receipt by the Company of notification of the suspension of the provision of specific services, the

Company has the right to stop rendering the services to the User and terminate this Agreement unilaterally, and work according to section 13 of the Agreement for the solution of a question of debt repayment.

15.6. In case of a contradiction between terms of the Agreement and conditions of its Annexes, the terms of this Agreement have a priority.

15.7. It is forbidden to distribute through the Pruffme services the messages with information of the following nature:

- the false, incorrect or misleading receivers;
- information, the contradicting Art. 18 of the Federal Law of the Russian Federation "About Advertising";
- pornography;
- lotteries;
- the advertising about counterfeit drugs, clocks, clothes and other;
- the messages created with the violation of copyright and related rights, use of others trademarks;
- the advertising of post and electronic spam mailings.

15.8. The mailing of any information and messages on behalf of other people or the organizations is forbidden to the User.

## 16. Addresses, contacts and payment details of the Parties

The Company:

The full corporate name of the Company in Russian: Общество с ограниченной ответственностью «Пруффми».

The abbreviated corporate name of the Company in Russian: ООО «Пруффми».

The full corporate name of the Company in English: «Pruffme» Limited liability company.

The abbreviated corporate name of the Company in English: the «Pruffme» Ltd.

The registered address: 192029, St. Petersburg, Obukhovskaya Oborona Ave., 70, building 2.

TIN 7811177643

KPP (Reason code of registration) 781101001

PSRN 1157847085285 Email: support@pruffme.com

Bank details:

The settlement account No. 40702810232030002124

The full corporate name of the company: "SAINT-PETERSBURG" JSC "ALFA-BANK"

The abbreviated corporate name of the company: "SAINT-PETERSBURG"

The location address: 191123, Saint-Petersburg, Furshtatskaya str., 40,lit. A.

TIN 7728168971

KPP (Reason code of registration) on the location address 783502001

The correspondent account No. 30101810600000000786 in the NORTHWEST Head Department of the BANK OF RUSSIA

BIC 044030786