

## Public Offer Agreement

Kaliningrad Russia

September 20, 2022

(A public offer is an offer containing all the essential terms of the contract, from which the will of the person making an offer to conclude a contract on the terms specified in the public offer with any person who responds to this offer in accordance with paragraph 5 of Article 395 of the Civil Code of the Russia is seen)

The text of the Agreement is an offer (public offer) for the use of an online service: <https://amoguru.com> (hereinafter referred to as the Site), access to which provides an opportunity to receive services and use the information resources of the Site Administrator - Individual entrepreneur Savchenko Aleksey Nikolaevich (hereinafter referred to as the Administrator).

Payment for the services provided on the Administrator's website by an individual / legal entity (hereinafter referred to as the User) is an acceptance of this public offer, which is tantamount to concluding a contract (hereinafter referred to as the Agreement) on the terms set forth therein.

If the User does not agree with the text of the submitted Agreement, the Administrator proposes to refuse to use the services provided.

### 1. Main provisions

1.2. The User and the Administrator have concluded an Agreement for the receipt of services provided by the Administrator in accordance with the current legislation of the Russia.

2.2. Terms used in the text of the Agreement:

- "Offer" - a public offer to use an online service;
- "Acceptance" - unconditional acceptance by the User of the terms of the contract in full;
- "Administrator" - a service provider that is the owner of the site;
- "User" - any individual / legal entity that accepts the terms of the contract and uses the services presented on the Administrator's website;
- "Services" - subscription to widgets for Kommo, placed at the address <https://amoguru.com/widgets/index>, as well as services for the individual development or refinement of widgets for Kommo, the implementation of Kommo licenses according to their affiliate program.

"Site" - a set of software tools that provide publication for public viewing of information and data, united by a common purpose, through technical means. The Site is available to Users

by a unique electronic address or its letter designation. The Site in the Agreement means the Site of the Administration, located on the Internet at the address <https://amoguru.com>.

## 2. Subject of the offer

The Administrator provides the Services specified in clause 2.2.

The Administrator undertakes to provide maintenance and support of the Site.

The current version of the Agreement is publicly available on the Site at the address: <https://amoguru.com>.

## 3. Use of the online service

To receive the Administrator's service, the User voluntarily connects the amoGURU widget in the Kommo system.

Payment of the User means unconditional and full acceptance of the terms of the Agreement. The day of payment by the User for the Services is considered the day of conclusion of the Agreement for the period specified in the service package.

## 4. Confidentiality and protection of personal data

Personal data contains the following information:

- Username;
- E-mail address;
- Data on the Kommo account, necessary for the operation of widgets;

The Administrator undertakes not to disclose the information received from the User. Disclosure of information in accordance with reasonable requirements, according to the current legislation of the Russia, is not considered a violation of obligations.

## 5. Rights and obligations of the parties

Administrator:

- Undertakes to provide technical support and complete information within the Services.
- Undertakes not to disclose the User's personal data;
- Not responsible in connection with the information provided by the User.
- Has the right to unilaterally change the terms of the Services and make changes to the wording of the Agreement.

User:

- Bears full responsibility for the correctness of the information provided to the Administrator;
- Has the right to use the services of the Site to its advantage, without directly interfering with its work.

## 6. Payment Procedure

Payment is made to the Administrator's account by bank cards or other non-cash methods.

Services are provided subject to 100% prepayment.

The Administrator independently controls the expiration date for the provision of the Services.

The User is responsible for the correctness of payments.

## 7. Liability of the Parties, Dispute Resolution

For non-fulfillment or improper fulfillment of their obligations, the Parties shall be liable in accordance with the current legislation of the Russia.

All disputes arising between the Parties during the execution of this Offer shall be resolved through peaceful negotiations, and in case of failure to reach an agreement between the Parties, the dispute shall be considered in court in accordance with the current legislation of the Russia in the arbitration court at the place of registration of the Administrator.

## 8. Duration of the contract and its termination

The public offer comes into force from the moment of acceptance of the Offer and is valid for the period of providing access to the Services by the Administrator.

The Administrator has the right to block access to the Services in the following cases:

- Upon receipt of orders of state bodies of the Russia;
- In case of motivated appeal of third parties in case of violation of their rights;
- In case of detection of information prohibited by law posted by the User.

The User has the right to refuse to use the Services provided. Refusal from the Services is accepted within 14 (fourteen) calendar days from the date of access to the Site by sending a written application from the User to the Administrator's e-mail with an explanation of

the real motivated reasons for the refusal. In case of violation of the term within which a refusal is possible, claims from the User are not accepted.

Refunds are made by the Administrator minus the amount of money for the Services actually rendered within 14 (fourteen) calendar days to the User's details specified in the application after the Administrator confirms the reasoned reasons for refusing the Services.

In case of violation of the terms of the Agreement, prepaid funds are not returned.

## 9. Miscellaneous

The Administrator has the right to unilaterally change the terms of the Agreement in whole or in part without the consent of the User. The current version is published in the public domain on the Site.

This version of this Agreement is current and cancels the previous version.

The Parties are exempt from liability for non-fulfillment or improper fulfillment of the terms of this Agreement for the duration of force majeure. These include such events as: natural phenomena, military operations, riots, as well as the adoption by state bodies of legislative acts that impede the fulfillment of the terms of this Treaty. In this case, the fulfillment of obligations by the two Parties is postponed for the duration of the force majeure circumstances and their consequences.

In everything else that is not provided for by the terms of this Agreement, the Parties are guided by the current legislation of the Russia.

Beneficiary PE SAVCHENKO ALEKSEY NIKOLAEVICH

Beneficiary account 40802840610000050293

Beneficiary Transit Account 40802840720000050293

Beneficiary's bank Tinkoff Bank

Beneficiary SWIFT TICSRUMMXXX

Beneficiary's bank address 38A, BLD. 26, 2 KHUTORSKAYA STREET, MOSCOW, 127287

Intermediary JPMORGAN CHASE BANK, N.A. NEW YORK, NY US

Intermediary SWIFT CHASUS33XXX

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