

## Public Offer Agreement

Text Media, Ltd. represented by Denis Pavlovich Larionov according to the regulations hereinafter referred to as "the administration" suggests concluding the contract for using the technical functions of the Website according to the conditions of the Offer.

The document is a public Offer agreement in compliance with the article 437 of the Civil Code of the Russian Federation that is used to conclude the contract for using the technical functions of the Website and other services under the conditions that are specified in the Offer from the Administration to a Customer.

The acceptance of the Offer is an approval of the agreement by a person to whom it is directed to. According to article 438 of the Civil Code of the Russian Federation, the acceptance is full and unconditional. It is about the actual actions of a Customer directed to the fulfillment of the offer regulations including registration at the Website, the money deposit according to the procedures, and the conditions that are defined by the Offer.

The contract for the usage of the technical functions of the Website and other services is concluded between the Administration and a Customer from the moment of acceptance of the Offer.

### 1. THE TERMS USED IN THE OFFER

1.1. The following terms in the Offer Agreement are used in the following meanings:

1.1.1. **Website** is a result of the intellectual activity that is a composite product located on the informational and telecommunicational network (the Internet) on the special network address and including programs for a computer system (computer software) that ensures the functioning, graphic solution (design); the content of the Website including but not restricted by text, pictures, photos, videos, etc. The Website defined in the Offer is a Website in the Internet with the domain name (address) text.ru and its derivatives.

1.1.2. **Administration** - they have the right of owning, using, and managing the Website specified in 1.1.1. of the Offer and offering the services to a Customer.

1.1.3. **Customer** is a person that acts in the individual interests or for an authorized representative, a company (organization) acting with the help of its authorized representative, an individual entrepreneur acting in the individual interests or with the help of the authorized representative who uses the Website according to its direct appointment.

1.1.4. **Contractor** - is a person acting in the individual interests or for an authorized representative, a company (organization) acting with the help of its authorized representative, an individual entrepreneur acting in the individual interests, or with the help of the authorized representative who makes a Customer's order.

1.1.5. **Order** - a Customer's task for definite work (services), the information is posted on the Website by a Customer including writing and preparing articles, news, texts and translations, buying articles from the Website posted by a Customer, and other services.

1.1.6. **Profile** - a special virtual space on the Website for users (Customers and Contractors) after the registration. It includes personal information and the necessary data for using the Website according to its direct appointment.

1.1.7. **Balance** - a personal Customer's card on the Website that includes all the records of the deposit money to the Administration of the Website representing all the financial operations of a Customer, the balance of the financial resources unspent by a Customer.

1.2. The Offer can include the terms and definitions that are not described in 1.1. In such cases, the terms and definitions are interpreted according to the text and the meaning of the Offer. If there is no clear interpretation of both terms and definitions in the text of the Offer it is necessary to follow the interpretation of the terms and definitions - firstly, the ones on the Website in 1.1.1. of the Offer, secondly - according to the Civil Code of the Russian Federation.

### 2. THE OBJECT OF THE OFFER

2.1. According to the Offer Agreement, the Administration of the Website is to provide Customers with services for using the Website according to its direct appointment. A Customer is to pay fully for the services at the rate, procedure, and conditions defined by the text of the Offer.

2.2. The Administration of the Website offers a Customer the following services:

2.2.1. The possibility to publish orders on the Website including preparing, rewriting and translating articles, preparing news, buying the already written articles, etc.

2.2.2. The services that let a Customer publish orders for other tasks on the Website including posting on websites, writing comments on the Internet, etc.

2.2.3. The services for checking articles (texts) for uniqueness using the software of the Website Administration.

2.2.4. The services for checking articles (texts) for spelling, punctuational, and other mistakes using the software of the Website Administration.

2.3. The direct appointment of the Website defined in 1.1.1. of the Offer is a publication of orders by a Customer for proceeding by a Contractor or the Website Administration.

2.4. The contents, the aim, and the conditions of an order including prices, deadlines, and the volume are defined by a Customer excluding the cases that are determined by the technical peculiarities of the Website or the Administration.

### **3. THE CONDITIONS OF PUBLICATIONS AND COMPLETING AN ORDER**

3.1. The provision of the services according to the Offer can be possible only after the registration of a Customer on the Website under the conditions and the order defined by the technical functions of the Website and providing a profile according to the registration procedure results.

3.2. The publication of orders on the Website is possible for users whose balance was supplemented at least once.

3.3. Completing of orders that are defined in 2.2.1.-2.2.2. can be done only by Contractors. The Administration of the Website does not take part in orders completion, does not instruct Contractors about the issues necessary to complete an order, and does not define the conditions for work.

3.3.1. The completion of Customers' orders defined in 2.2.1.-2.2.2. are done by Contractors according to the civil agreement (buying and selling articles, preparing articles, rewriting, translations, writing news, etc.).

3.3.2. The sales contracts and the provision of the services are discussed between a Customer and a Contractor by the actual actions to conduct a contract. As for a Contractor, it can be a proposal of services, a publication of pre-prepared articles, and other actions. As for a Customer, it can be the actions taken to pay for the services.

3.3.3. The Administration of the Website acts as a guarantor for transferring the reward to a Contractor for completing an order if it corresponds to the set requirements, details, and features. However, the Administration is not a tax client for a Customer that is an individual.

According to 4.7. and 8.5. of the Offer when there are civil relations between a Customer and a Contractor a Customer does not have the private data of a Contractor (real name, date of birth, identity documents, address, etc.). And if a Customer represents a company (organization), it is impossible to hold and transfer any taxes and other necessary payments for a Contractor who is an individual. It is also impossible to notify tax authorities for a Customer according to article 226 of the Tax Code of the Russian Federation. Therefore, it is a Contractor who is fully responsible for transferring any taxes, fees, and other necessary payments.

3.3.4. All the intellectual (property, exclusive) rights for the results of the intellectual activity that were created according to a Customer's order are transferred from a Contractor to a Customer from the date when a Contractor gets paid for a completed order of a Customer.

3.4. The completion of orders that are defined in 2.2.3. -2.2.4. are provided only by the Administration of the Website within 24 (twenty-four) hours after a Customer gets a completed order.

3.5. A Customer's order is considered to be complete if a Customer accepted it by clicking on the special approval button on the Website. If a Customer does not accept a completed order within 7 (seven) days after it is sent by clicking on the special approval button on the Website, an order gets approved automatically.

3.6. The Administration makes up the Act of the performed services not later than the 10th of each month. The document can be found in an account, it is signed by a facsimile signature of the Administration. The document is considered to be got by a Customer when it is added into their account. If a Customer does not write any motivated objections within 10 days since it is received, the Act of the performed services is considered to be accepted without complaints.

3.7. The Administration can send the original copy of the Act of the performed services within 10 working days after a Customer claims it. If a Customer does not have any written motivated objections within 10 days since it is received, the Act of the performed services is considered to be accepted without complaints.

#### **4. THE PAYMENT CONDITIONS FOR BOTH PARTIES**

4.1. A Customer pays from 8.25% (eight-point twenty-five percent) to 10% (ten percent) of the price of all orders for the services of using the Website according to 2.2.1., 2.2.2., 2.2.3. of the Offer. It is about orders both for the Administration and a Contractor.

4.2. For the services defined in 2.2.4. of the Offer Agreement, a Customer pays fees to the Administration according to the tariffs chosen by a Customer from the ones on the Website.

4.3. The fee from 4.1. of the Offer is fully paid by a Customer - 100% prepayment when money is sent by a Customer for the orders in advance.

4.4. The fee from 4.2. of the Offer is fully paid by a Customer - 100% prepayment at the moment of order creation, the money is taken from a user's Balance.

4.5. A Contractor can get a reward for a completed order only when a Customer approves the order. If there are objections, the Administration of the Website has a right to make a decision on their own or depending on the circumstances about rewarding/ not rewarding a Contractor.

4.6. The Administration of the Website acts as an agent (facilitator) for money transfer to a Contractor for completing a Customer's order excluding a reward defined in 4.1. of the Offer and guarantees its transfer on time according to the technical abilities of the website. In this respect, all the sums according to the money for a Contractor are transferred by the Administration.

4.7. The payment of the reward to the Administration of the Website, providing finances for Contractor's services and recharge the balance are done by a Customer to the settlement account of the Website Administration. The date of payment is the date of transferring money to the settlement account of the Website Administration.

4.8. The commission to the credit organizations is paid by a Customer.

#### **5. INTELLECTUAL PROPERTY**

5.1. The exclusive rights on the results of intellectual activity that are got within a Customer's order completion including articles, reviews, news, etc fully belong to a Customer, including its parts.

5.2. The exclusive rights function everywhere irrespective of territorial extents.

5.3. The exclusive rights mentioned above are transferred to a Customer from the date when Contractors' work is approved and the services are paid.

5.4. A Contractor does not keep the right to use the results of the intellectual activity within a Customer's order and cannot transfer it to third parties.

#### **6. RESPONSIBILITIES**

6.1. The Administration and a Customer are responsible for non-performance or improper performance of the conditions of the Offer Agreement according to the requirements of the Russian Federation Law and the Offer regulations.

6.2. Users are to follow the Rules of the Service that are posted on the page <https://text.ru/>

6.3. Users are financially responsible for violation of the requirements defined in 6.2. of the Offer from 1 to 10 thousand roubles as a fee according to the Rules of the Service that are posted here: <https://text.ru/>. The Administration has the right to block a User's account.

6.4. The Website Administration is not responsible for Customer's illegal usage of the results of Contractor's intellectual property received within completing a Customer's order. At the same time, the Administration has the right to take all the possible measures to minimize and eliminate the situations of rights violation and protect Customer's interests.

6.5. The Website Administration is not responsible for loss and costs that a Customer faced when using the Website including the losses and costs caused by unauthorized access of third parties and other Customers to a Customer's account.

6.6. The Website Administration is not responsible for the loss and costs of a Customer caused by the ads, advertising banners, etc, links to that are published on the Website. A Customer cannot bring any claims to the Administration regarding any costs, losses, and other expenses, all such claims are rejected.

6.7. The Website Administration is not responsible for a Contractor's violations of contract requirements, sales contracts including the cases of non-performance or improper performance of the services. It is a Contractor who is responsible.

## **7. DISPUTE RESOLUTION PROCEDURES**

7.1. The parties have set the necessary pre-trial procedure of dispute resolution that appears regarding compliance with the requirements and conditions of the Offer. The period for an answer to a claim is 10 (ten) working days from the moment it is received.

7.2. If the dispute resolution turns out to be impossible according to the Offer agreement, the dispute regarding the Offer is treated by the Court at the location of the Website Administration.

## **8. OTHER REQUIREMENTS AND CONDITIONS**

8.1. The parties have set that they use electronic workflows in their professional relationships; such documents as the Act of the performed services, the reconciliation report, any other similar documents are signed by a facsimile signature or the parties can exchange the scanned signed copies of the docs. The electronic documents are like the originals and must be accepted by the parties, used as proofs by trials, transferred to the public authorities upon their request.

8.2. As for the rest of the issues that are not defined in the Offer, the Parties are to follow the Law of the Russian Federation.

8.3. Any changes and additions to the Offer are valid only if they are in a written form, signed by representatives of parties, and have a link to the date and the number in the Offer according to 8.1. of the Offer Agreement.

8.4. The Website Administration has the right to make an informational newsletter to emails and/or phone numbers of a Customer. Herewith a Customer gives the Administration the right to send any information including advertisement.

8.4.1. If a Customer does not agree to receive newsletters according to 8.4. of the Offer they are to notify the Administration within 3 days after getting acceptance. If the requirement is complied with the Administration does not have the right to send newsletters to the Customer.

8.5. When signing up on the Website the parties specify their personal information, but the Administration is not responsible for its reliability, relevance, and completeness. The personal data proceeding of the parties is done according to the Russian Federation Law. The acceptance of the Offer by a Customer and/or a Contractor means that they express consent to the personal data proceeding and transferring for its further usage.

The Administration of the Website proceeds the personal data of the parties to provide them with access to the functions of the Website including the necessity of checking, exploring, and analyzing such data that helps to support and improve the functions and Website sections, develop new functions and sections for the Website. The Administration takes all the necessary measures to protect personal data of the parties from unauthorized access, changes, disclosure, and destruction. The Administration of the Website provides access to the personal data only to those employees, facilitators, and agents of the Administration that really need such information to ensure the proper functioning of the Website and transferring it to the parties for the usage.

The disclosure of the information from the parties can be possible only according to the Law of the Russian Federation upon the trial's or law enforcement's request and in other cases that are prescribed by the law and upon requests of the duty-bearers.

8.6. If neither of the parties notifies another one about the intention to terminate the contracts upon its expiration, the contract is extended for one more year on the same terms. The number of extensions is unlimited.