

THE CONTRACT OF A PUBLIC OFFER

about sale of services of the online store "IT-m" No.1 dated 01.01.2021.

1. General provisions:

- 1.1. IP Aprelkova Alexandra Alekseevna, hereinafter referred to as the "Seller", publishes a Public offer on the implementation of Services posted on the official website of the Seller <https://apps.it-m.ru/finance/>.
- 1.2. in accordance with article 437 of the Civil Code of the Russian Federation (civil code of the Russian Federation), this document is a public offer, and if the conditions set out below are accepted, the individual accepting this offer will pay for the Seller's Service in accordance with the terms of this Agreement. In accordance with paragraph 3 of article 438 of the civil code, payment by the Buyer is the offer acceptance that is considered equivalent to the conclusion of the Contract on the terms set forth in the offer.
- 1.3. based on the above, carefully read the text of the public offer, and if you do not agree with any clause of the offer, you are invited to refuse to use the services provided by the Seller.
- 1.4. in this offer, unless the context otherwise requires, the following terms have the following meanings:
 - "Offer" – a public offer of the Seller addressed to any individual (citizen) to conclude a contract with him on the existing terms contained in the Contract, including all its appendices.
 - "Buyer" means an individual who has entered into a Contract with the Seller on the terms and conditions contained in the Contract.
 - "Acceptance" means the Buyer's full and unconditional acceptance of the terms of the Agreement.
 - "Service" – a list of assortment items presented on the official website.
 - "Order" – individual items from the assortment list of Services specified by the Buyer when making an application on the Internet site or through the Operator.

2. The subject of the contract

- 2.1. the Seller implements the Service in accordance with the current price list published on the Seller's website "<https://apps.it-m.ru/finance/>", and the Buyer makes the payment and accepts the Service in accordance with the terms of this Agreement.
- 2.2. This Agreement and its appendices are official documents of the Seller and an integral part of the offer.

3. Placing An Order

- 3.1. the service is Ordered by the Buyer via the website <http://apps.it-m.ru/finance/>.
- 3.2. when registering on the Seller's website, the buyer undertakes to provide the following registration information about Himself / herself:
 - last name , first name, patronymic;
 - e-mail address;
 - contact phone number (mobile or landline);
 - address of the Bitrix24 portal for installing the App.
- 3.3. when placing an Order through the Operator, the Buyer undertakes to provide the information specified in clause 3.2. of this Agreement. The Buyer accepts the terms of this Agreement by entering the Relevant data in the registration form on the website or when placing an Order through the Operator. The buyer has the right to edit the registration information about themselves. The operator does not change or edit the buyer's registration information without the Buyer's consent. The seller undertakes not to disclose the Buyer's data specified during registration on the site <https://apps.it-m.ru/finance/> and when placing an Order, to persons who are not related to the execution of the Order. After approving the Order for the selected Service, the Buyer provides the Operator with the necessary information in accordance with the procedure specified in clause 3.2. of this Agreement.
- 3.4. the Seller and the Operator are not responsible for the content and accuracy of the information provided by the buyer When placing the Order.
- 3.5. the Buyer is responsible for the accuracy of the information provided when placing the Order.
- 3.6. Payment by the Buyer of an Order made independently on the website means that the Buyer agrees to the terms of this Agreement. The Order payment date is the date of conclusion of the Contract between the Seller and the Buyer.
- 3.7. all informational materials provided on the site <https://apps.it-m.ru/finance/>, are of a reference nature and may not fully convey reliable information about certain properties and characteristics of the Service. If the Buyer has any questions about the Service, please contact the Operator for advice before placing an Order.

4. The terms of the Order

- 4.1. The delivery time depends on the type of Services and the time required to process the Order. В исключительных случаях (in exceptional cases), the date of execution of the order May be agreed with the Buyer individually, depending on the type of Services provided. Заказа может быть If the seller is unable to provide the Service, including for reasons beyond the Seller's control, the Seller has the right to cancel the specified Service from the Buyer's Order. The seller undertakes to notify the Buyer about the change in his Order through the Operator.
- 4.2. the Order is considered completed when the App is activated on the portal specified by the User at the time of purchase.
- 4.3. if the Buyer provides false information about his contact details, the Seller is not responsible for improper execution of the Order.
- 4.4. in case of improper execution of the Order due to the fault of the Seller, the Order is re-implemented free of charge.

5. Payment Of The Order

- 5.1. Payment for the executed Order is made by transferring funds from the Buyer to the Seller's employee. Confirmation of payment for the completed Order is a receipt.
- 5.2. prices for Services listed on the website "<https://apps.it-m.ru/finance/>", can be changed by the Seller unilaterally without notifying the Buyer. In the event of a change in the price of the ordered Services, the Operator undertakes to inform the Buyer of such a change as soon as possible. The buyer has the right to confirm or cancel the Order. If there is no contact with the Buyer, the Order is considered canceled within 14 calendar days from the moment of registration.
- 5.3. Funds are accepted in two ways: in cash or by Bank transfer.

6. Order Refund

6.1. in accordance with clause 4 of article 26.1 of the Law of the Russian Federation No. 2300-I "on consumer rights Protection", the Buyer has the right to cancel the ordered Service at any time prior to the execution of the Order.

6.2. the Buyer does not have the right to refuse a paid order (or part of It) of proper quality, which has individually defined properties.

6.3. in case of providing aservant with an improper quality of service, The buyer undertakes to contact the Selleras soon as possible.

6.4. in accordance with article 22 of the Law of the Russian Federation No. 2300-I "on consumer rights Protection", the amount paid by the Buyer for a Service of improper quality is subject to refund to the Buyer within 10 calendar days from the date of submission of the relevant request. Refunds are made in cash at the Seller's office. If the Service was paid for through the electronic payment system, the refund is made to the Buyer's electronic account within 5 business days.

6.5. for a refund of funds for aservant of proper quality (provided in accordance with the description posted on the website <https://apps.it-m.ru/finance/>), должны бthe following conditions must be met:

- The server with the paid App is unavailable for more than 24 consecutive hours.

In all other cases, a refund for a service of proper quality is not possible.

6.6. for refund of funds for a service of inadequate quality (provided not in accordance with the description posted on the website <https://apps.it-m.ru/finance/>), a bill of lading or refund statement is drawn up, which specifies:

- full brand name of the Seller;
- last name, first name, patronymic and passport details of the Buyer;
- Service name;
- reason for the refund for the Service;
- date of the provision of Services;
- amount to be refunded;
- signaturesof the Seller and Buyer.

6.7 the following conditions must be met simultaneously for the refund of funds in the absence of the fact that the service has been started:одновременно :

- the paid version of the App was not activated within 24 hours after the payment.
- the Seller's technical employee was granted access to the paid Application on the Buyer's portal, and after that, the Seller was unable to activate this Application within 48 business hours.

In all other cases, a refund for a Service not rendered is not possible.

6.8. Refund of the Service cost is made no later than 10 (ten) days from the date of submission of the relevant request by the Buyer.

6.9. To refund funds to a Bank card, the Customer must fill out the "application for refund of funds", send a signed scan of this application together with the passport scan to the Seller's emailaddress . The refund will be made to the Customer's Bank account specified in the application within 10 (Ten) business days from the date of receipt of the " refund request".The company.

6.10. To refund funds credited to The company's current account in error through payment systems, the Customer must submit a written application and attach a copy of the passport and checks / receipts confirming the erroneous transfer. This application must be sent by email The seller. After receiving the application with attached скановpassport scans and receipts/receipts, the Company makes a refund within 10 (ten) business days from the date of receipt of the 3application to the Customer's current account specified in the application. In this case, the refund amountwill be equal to the Order price.

6.11. The deadline for reviewing the Application and returning funds to the Customer begins to be calculated from the moment The company receives the Application and is calculated in working days without taking into account holidays/weekends. If the application was received by the Company after 18.00 business day or on a holiday / weekend, the next business day is considered the moment of receipt of the Application by the Company.

6.12. The Buyer must submit a refund request to the Seller at the email address apps@it-m.ru. The request can be made in a free form with mandatory indication of the Buyer's contact details that match those specified when ordering the Service, the name of the returned Service, and the reasons for the refund. The buyer has the right to ask all questions to the Seller via the Seller's email address.

7. Copyright issues

7.1. All text information and graphic images posted on the website <https://apps.it-m.ru/finance/>, are the property of the Seller and/or its suppliers.

8. Rights, obligations and responsibilities

8.1. the Seller is not responsible for improper use of The services ordered by the Buyer on the website or through the Operator.

8.2. The seller is entitled to transfer its rights and obligations under the IP ofthe receiving party of the order to third parties.

8.3. The seller has the right to record all telephone conversations with the Buyer. In accordance with clause 4 of article 16 of the Federal law "on information, information technologies and information protection", the Seller undertakes: to prevent attempts of unauthorized access to information and/or transfer it to persons who are not directly related to the execution of Orders; to detect and stop such facts in a timely manner. Telephone conversations are recorded in order to monitor the Operator's activities and control the qualityof Order execution.

8.4. The Buyer has the right to send all complaints about improper execution of the order to the email address apps@it-m.ru. All received information is processed as soon as possible.

CONSENT TO THE PROCESSING OF PERSONAL DATA

Hereby, in accordance with Federal law No. 152-FZ" on personal data " of 27.07.2006, I freely, voluntarily and in my interest Express my unconditional consent to the processing of my personal data by IP Aprelkova Alexandra Alekseevna, OGRNIP 319631300153601, TIN 635006621658, hereinafter referred to as the Operator.

Personal data – any information related to an individual identified or determined on the basis of such information. This Consent was given by me for the processing of the following personal data::

- Last Name First Name Patronymic
- Telephone
- E-mail
- Bitrix24 Pricing Plan
- Address of the Bitrix24 portal

Consent is given to the Operator to perform the following actions with my personal data using automation tools and/or without using such tools: collection, systematization, accumulation, storage, clarification (updating, modification), use, depersonalization, as well as performing any other actions provided for by the current legislation of the Russian Federation in both non-automated and automated ways.

This consent is given to the Operator for processing my personal data for the following purposes:

- providing me with services/works;
- sending notifications to my address regarding the services/works provided;
- preparing and sending responses to my requests;
- sending me information, including advertising information, about the Operator's events / products / services / works.

This consent is valid until it is revoked by sending a corresponding notification to the apps email address@it-m.ru. If I withdraw my consent to the processing of personal data, the Operator has the right to continue processing personal data without my consent if there are grounds specified in paragraphs 2-11 of part 1 of article 6, part 2 of article 10 and part 2 of article 11 of Federal law No. 152-FZ" on personal data " of 27.06.2006.