

## **PUBLIC OFFER**

for the provision of services through the ZaleyCash service

### **City of Moscow**

September 1, 2022

#### **1. General Provisions**

- 1.1. This document, in accordance with Clause 2 of Article 437 of the Civil Code of the Russian Federation, constitutes an offer (Public Offer) (hereinafter referred to as the "Offer") by the Contractor to a person (hereinafter referred to as the "Customer") who accepts the offer to conclude a contract for the provision of services for a fee (hereinafter referred to as the "Contract") under the terms set forth below. Pursuant to the requirements of Article 438 of the Civil Code of the Russian Federation, acceptance of the offer (the response of the person to whom the offer is addressed regarding its acceptance) must be full and unconditional.
- 1.2. If the Customer does not accept all the terms of the offer as set forth in this document, the Customer agrees to refrain from accepting it.
- 1.3. Confirmation of acceptance of this offer for the conclusion of the Contract with the Contractor is:
  - 1.3.1. Completion of the Customer's registration on the Website
  - 1.3.2. Making the first payment to the Contractor
- 1.4. If registration is completed without the first transfer of funds, the Customer is granted access to the Service for informational purposes only, without the ability to run Advertising Campaigns.
- 1.5. After the Customer performs conclusive actions in accordance with Clause 1.3, confirming acceptance of this offer, the Customer and the Contractor become parties to the Contract, the terms of which are set forth below.
- 1.6. The Contractor has the right to unilaterally amend the terms of this offer (including the terms of the Contract) by publishing new versions on the Website. Changes to the terms of this offer (including the terms of the Contract) apply to the parties' relationship unless the Customer submits written objections within 14 days. The Customer is responsible for independently monitoring changes to the terms on the Website.
- 1.7. By accepting this offer, the Customer also confirms their agreement with the Service's policy regarding the processing of personal data, posted on the Website at the following address:[http://zaleycash.com/static/core/docs/personal\\_data\\_processing\\_policy.pdf](http://zaleycash.com/static/core/docs/personal_data_processing_policy.pdf).

#### **2. Terms and Definitions.**

- 2.1. Advertising Campaign — placement of the Customer's Advertising Materials on Advertising Platforms in accordance with this Contract;
- 2.2. Advertising Materials — any objects, including text, graphic, audio, video, and mixed materials, that contain or express advertising.
- 2.3. Advertising Platform — a platform on the Internet, a webpage, or a network of websites where Advertising Materials are placed.
- 2.4. Reporting Period — a period of one calendar month.
- 2.5. Website — a website located on the Internet at the following address: <https://zaleycash.com/>;
- 2.6. Service — software that provides access to Advertising Platforms on the Internet and other services, hosted on the Website, through which services under this Contract are provided.
- 2.7. Personal Account — a section of the Website that is part of the Service, access to which is granted by entering the Customer's username and password. Registration takes place on the main page of the Website. After clicking the "Register" button, an email from [info@zaleycash.com](mailto:info@zaleycash.com) is sent to the email address provided by the Customer, containing the username and password generated for the account, as well as a link to the Personal Account. The Customer is solely responsible for the security of their username and password for the Personal Account. All actions on the Website performed under the Customer's username are considered to have been performed by the Customer.

#### **3. Subject of the Contract.**

- 3.1. The Contractor agrees to provide the Customer, through the Service, with access to Advertising Platforms and other services on the Internet, and the Customer agrees to accept and pay for these services.
- 3.2. The list of services provided by the Contractor, their type, scope, and terms of provision are determined in the Customer's Personal Account.

**4. Procedure for Interaction of the Parties.**

- 4.1. The interaction between the Parties under this Contract is carried out through the Customer's Personal Account and/or by email.  
The email address of the Contractor for interaction under this Contract is: [info@zaleycash.com](mailto:info@zaleycash.com).  
The email address of the Customer for interaction under this Contract is the one provided by the Customer in the Personal Account.
- 4.2. The Customer agrees to keep their contact information, provided during registration, up to date, such as phone number and email address. The specified contact details may be used by the Contractor:
  - 4.2.1. To send notifications and messages related to the direct use of the Service;
  - 4.2.2. To send the Customer promotional information (if the Customer has consented to receive promotional information by checking the appropriate box during registration on the Service).
- 4.3. The Parties to this Contract acknowledge the legal validity of documents whose texts are received via email and/or through the Personal Account, on par with those executed in simple written form.

**5. Rights and Obligations of the Parties.**

- 5.1. Customer:
  - 5.1.1. The Customer independently places Advertising Materials through the Service and guarantees to the Contractor that they comply with the requirements of the Advertising Platforms where the materials are being placed.
  - 5.1.2. The Customer agrees to make timely and full payments in accordance with the terms of the Contract.
  - 5.1.3. The Customer agrees, at the Contractor's request, to provide licenses/permissions/certificates and other written confirmations of the legality of the Customer's use of intellectual property objects and means of individualization in the Advertising Materials.
  - 5.1.4. Upon the Contractor's request, and in accordance with the principle of prudence, the Customer agrees to provide certified copies of documents confirming the legal legitimacy of the Customer's activities (such as the certificate of state registration, certificate of registration with the tax authority, the charter, a document confirming the authority of the person acting on behalf of the Customer (protocol, decision, power of attorney), and other documents in accordance with applicable law).
- 5.2. Contractor:
  - 5.2.1. The Contractor begins providing services after receiving payment from the Customer in the manner specified in Section 6 of the Offer, provided that the Customer correctly specifies the purpose of the payment. Services are provided until the full amount of the prepayment made by the Customer is used, unless otherwise agreed by the Parties.
  - 5.2.2. In order to fulfill its obligations under the Contract, the Contractor has the right to engage third parties, bearing responsibility for their actions as for its own, except for the cases specified in Clause 8.1 of this Offer.
  - 5.2.3. The Contractor has the right to provide bonuses for using the Service in the event that the Customer follows a link placed in the Personal Account to the Advertising Platform's website and subsequently registers on the Advertising Platform's website.
  - 5.2.4. The Contractor agrees to comply with all applicable laws and regulations and not to infringe upon the rights of third parties to objects of exclusive rights.
  - 5.2.5. The Contractor has the right to refrain from providing services or suspend the provision of services under this Contract in the event of the Customer's failure to meet payment deadlines and conditions and/or to sign/provide signed Acts of Service Provision, until the violations are fully rectified.
  - 5.2.6. In the process of providing services, the Contractor agrees to ensure the proper functioning of the Customer's Personal Account.

- 5.2.7. The Contractor has the right to modify the software components and make changes to the interface of the Personal Account.

The Contractor has the right to suspend the operation of the software and/or hardware systems supporting the functionality of the Personal Account in the event of significant malfunctions, attempts of unauthorized access, errors, and failures, as well as for maintenance work and to prevent unauthorized access to the Personal Account, for a period not exceeding five working days.

If it is necessary to suspend the operation of the software and/or hardware systems supporting the functionality of the Personal Account for more than five days, the Contractor agrees to notify the Customer by sending an informational letter to the email address provided by the Customer in the Personal Account, no later than 2 (two) working days before such suspension of operations.

- 5.2.8. The Contractor has the right to restrict the Customer's access to their Personal Account in the following cases:
- Violation by the Customer of the terms of this Contract;
  - Actions by the Customer that violate the provisions of the applicable legislation of the Russian Federation.
  - In this case, the Contractor will send the relevant notification to the email address provided by the Customer during registration.

## **6. Procedure for Settlements.**

- 6.1. Unless otherwise specified in the Customer's Personal Account, the cost of the Contractor's services is 30% of the amount paid by the Customer for the execution of the Advertising Campaign.
- 6.2. In the case of payment for the Contractor's services through a request/invoice, the cost of the Contractor's services is added to the cost of the Advertising Campaign in the relevant invoice. The request/invoice is issued via email. The Customer agrees to pay the invoice within the deadline specified in the invoice. If the payment deadline is not specified in the invoice, the Customer must pay the invoice within 3 working days from the date of receipt.
- 6.3. The Customer also has the option to transfer funds to the Contractor using applicable forms of cashless payments through electronic payment systems (payment agents). In this case, the amount of the corresponding transfer made by the Customer will include the cost of the Contractor's services, as specified in Clause 6.1 of this Offer.
- 6.4. All payments under the Contract are made in rubles.
- 6.5. For the purposes of the Contract, the payment date is considered the day the funds are credited to the Contractor's correspondent bank account.
- 6.6. If the Customer conducts activities outside the territory of the Russian Federation and does not have branches or representative offices within the Russian Federation, the services under this Offer are not subject to VAT, as the territory of the Russian Federation is not recognized as the place of service provision under Article 148 of the Tax Code of the Russian Federation.

## **7. Procedure for Acceptance and Handover of Services.**

- 7.1. The final cost of services is determined by the Parties at the end of the reporting period and depends on the actual volume of services provided to the Customer.
- 7.2. The Parties have determined that the necessary and sufficient confirmation of the placement of Advertising Materials is the statistical information in the advertising management interfaces of the Customer's Personal Account.
- 7.3. No later than 20 (twenty) calendar days after the end of each reporting period, the Contractor shall send the Customer the Act of Service Provision to the Customer's email address specified in the Personal Account, as well as the original Act of Service Provision in 2 (two) copies with the Contractor's signature and stamp, and, if necessary, an invoice for payment in 1 (one) copy.
- 7.4. The Customer must, within 4 (four) working days:
- 7.4.1. from the day of receiving the Act of Service Provision from the Contractor via email, review and approve it, and send the signed Act of Service Provision in electronic form to the Contractor's email, or send a reasoned refusal to approve it. In case of sending a reasoned refusal to approve the Act of Service Provision, the Parties shall negotiate to resolve the Customer's claims.

- 7.4.2. from the day of receiving the originals of the Act of Service Provision from the Contractor, send the signed Act of Service Provision in 1 (one) copy to the Contractor.
- 7.4.3. In case the Customer refuses to sign the Act of Service Provision or the Contractor does not receive a reasoned refusal from the Customer to sign the Act within the period specified in clause 7.4 of this Agreement, the Parties shall consider the Act of Service Provision as signed, and the services as accepted by the Customer and properly rendered in accordance with the terms of this Agreement, within the agreed deadlines and scope.

**8. Liability of the Parties**

- 8.1. The Parties specifically agreed that, since the services are provided through the Service and the Contractor cannot influence the proper performance of obligations by the Advertising Platforms where the Customer places the Advertising Materials, the Contractor is not liable for violations of the order and deadlines for conducting Advertising Campaigns by these Internet resources and does not compensate the Customer for any losses incurred in this regard.
- 8.2. The Customer independently and fully bears responsibility for the compliance of the content of the Advertising Materials with the requirements of the legislation of the Russian Federation, the legal legitimacy of the use of logos, trade names, and other intellectual property objects and means of individualization in the Advertising Materials, as well as for the absence of mandatory information in the Advertising Materials as required by the legislation of the Russian Federation.
- 8.3. If the content of the Advertising Materials placed in accordance with the Agreement is the basis for any claims, lawsuits, and/or sanctions against the Contractor, the Customer undertakes to independently and without involving the Contractor resolve the arising claims, including making any necessary payments at their own expense. If the Contractor incurs any expenses in such cases, the Customer shall fully compensate them.
- 8.4. The Customer is responsible for the security of their password for the Personal Account and for any actions performed by third parties in the Personal Account under the Customer's login and password. The Customer undertakes to immediately change the password and notify the Contractor of any compromise (unauthorized access) to the Personal Account password.
- 8.5. The Contractor is not responsible for the Customer achieving the desired result. The Customer is not provided with any guarantees of achieving specific goals through the use of the Service.
- 8.6. The Contractor is not responsible for the untimely notification of the Customer or for failure to notify if the Customer provided incorrect phone numbers or email addresses during registration, or in cases where the Customer's phone number or email address has changed, and the Customer has not updated this information in the Personal Account.
- 8.7. The Contractor acknowledges the possibility of service disruptions caused by technical issues or intentional actions by third parties. In such cases, the Contractor is not liable for the non-performance or improper performance of its obligations under the Agreement and reserves the right to suspend the operation of the Service and its components until the threats or errors are resolved. However, the Contractor will make all reasonable efforts to resolve the technical issues within a reasonable timeframe. In all cases of Service disruptions, the Contractor does not compensate the Customer for any losses incurred as a result of such disruptions.

**9. Intellectual Property**

- 9.1. By registering on the Website or using any other components of the Service, the Customer acknowledges that all designations, logos, trademarks, service marks, and commercial designations of the platforms, as well as other data, intellectual property results, and means of identification published and available on the Website, are the intellectual property of their respective owners and are protected by applicable law.
- 9.2. No one has the right to copy, distribute, publicly display, create derivative works of the Website and/or the Service, or use any materials located on it without obtaining the prior written permission of the Service Provider.

**10. Confidentiality.**

- 10.1. Any information received by the Parties during the performance of the Agreement shall be considered confidential and may not be disclosed to third parties, except for:
- requests from authorized government authorities;
  - for the purposes of performing this Agreement;
  - and other cases provided for by the current legislation of the Russian Federation.
- 10.2. Confidential information shall always remain the property of the Party that provided it.

- 10.3. The obligation to maintain the confidentiality of Confidential Information under the terms of this article is effective from the moment the Agreement enters into force and remains in effect for 3 (three) years after the termination of the Agreement.

**11. The procedure for submitting information to Roskomnadzor**

- 11.1. For the purposes of this section, the following terms have the following meanings:
- 11.1.1. Advertiser – an entity holding exclusive rights to the advertising objects and/or being the manufacturer or producer of a product or service, or any other entity that determines the object of advertising and/or the content of the advertisement.
  - 11.1.2. Advertiser's Distributor – an entity that distributes and/or organizes the distribution of the advertiser's advertisement on the Internet by any means, in any form, and using any tools, including banners, text or text-graphic blocks, videos, audio recordings, live audio and/or video streaming, aimed at attracting the attention of consumers located in the territory of the Russian Federation.
  - 11.1.3. Operator of Advertising Data (OAD) – the owners of software for electronic computing machines designed to establish the fact of advertising distribution on the Internet, authorized by the Federal Service for Supervision in the Sphere of Communications, Information Technologies, and Mass Media (Roskomnadzor) to monitor advertising on the Internet and provide information to Roskomnadzor.
  - 11.1.4. Unified Register of Internet Advertising (URIAR) – a system created in accordance with the provisions of the Federal Law No. 347-FZ of July 2, 2021 "On Amendments to the Federal Law 'On Advertising,'" intended for the accounting, storage, and processing of information about advertising distributed on the Internet, by the federal executive body responsible for control and supervision in the field of mass media, mass communications, information technologies, and communications.
  - 11.1.5. Information – data about advertising distributed on the Internet, including details about Party 1, the composition of which is determined by current legislation, including, but not limited to, Part 1 of Article 18.1 of the Federal Law "On Advertising."
- 11.2. The Client instructs, and the Contractor undertakes the obligation to provide information about the advertising placed by the Contractor and distributed on the Internet, aimed at attracting the attention of consumers located in the territory of the Russian Federation, to Roskomnadzor or the advertising data operator, in accordance with Part 3 of Article 18.1 of the Federal Law No. 38-FZ "On Advertising" dated March 13, 2006, and the Government Decree of the Russian Federation No. 948 dated May 25, 2022, "On Approval of the Criteria for Classifying Advertisers, Advertising Distributors, Advertising System Operators Who Have Placed Advertising in the Information and Telecommunications Network 'Internet' Aimed at Attracting the Attention of Consumers Located in the Territory of the Russian Federation, to Persons Obligated to Provide Information About Such Advertising to the Federal Service for Supervision of Communications, Information Technology, and Mass Media," under the conditions specified in this Section. The obligation outlined in this paragraph does not apply to cases where the Client independently places advertisements as specified in paragraph 3.1.1 of the Agreement, unless the Parties agree otherwise.
- 11.3. For the purposes of fulfilling the obligations for the transfer:
- 11.3.1. The Customer undertakes to:
    - The Customer undertakes to timely provide the Contractor with documents and information directly related to the advertisement, including the composition of which is determined by the Order of the Government of the Russian Federation No. 1362-r of 30.05.2022, necessary for the Contractor to submit to Roskomnadzor (the operator of advertising data).
    - The Parties have agreed that the information specified in this clause shall be provided by the Customer no later than 10 (ten) business days before the deadline for submitting the corresponding information by the Contractor, but in any case, no later than 1 (one) business day from the date of the relevant request from the Contractor. In the event of changes to the information previously provided to the Contractor, the Customer undertakes to notify the Contractor of such changes.
  - 11.3.2. The Contractor undertakes to:
    - The Contractor undertakes to interact with Roskomnadzor through the data advertising operator;
    - The Contractor undertakes to receive the advertisement identifier from the

advertising data operator;

- The Contractor undertakes to transmit the information about the advertisement, as established by Roskomnadzor, within one month following the calendar month in which the advertisement was distributed on the Internet (through advertising data operators);

- The Contractor undertakes to label advertisements distributed on the Internet, except for advertisements placed in TV programs, television shows, radio programs, and radio broadcasts distributed on the Internet, with the label "advertisement," as well as indicating the advertiser of such advertisement and/or the website or webpage in the Internet containing information about the advertiser. If the Customer is not the End Advertiser, the Customer undertakes to provide the information about the end advertiser to the Contractor.

- 11.4. The Contractor submits information to the Unified Register of Internet Advertising (ERIIR) through the Advertising Data Operator (ORD) independently or ensures the fulfillment of the similar obligation to transmit the information to the ERIIR under an agreement with a party obligated to transmit such information.
- 11.5. The Contractor has the right to independently choose the Advertising Data Operator (ORD) without additional approval from the Customer.
- 11.6. In the event of untimely or incomplete provision of information, the term for the Contractor's provision of services under this Agreement shall be automatically extended for the duration of the Customer's delay in fulfilling their obligation.
- 11.7. The Contractor has the right to unilaterally adjust the cost of services under this Agreement in proportion to any fees charged or increased by the Data Operator (ORD) for receiving and subsequently transmitting information to the Unified Register of Internet Advertising (ERIIR).
- 11.8. The Customer is solely responsible for the consequences of providing false or incomplete information, as well as for the untimely submission of information to the Contractor. If a violation by the Customer of the requirements of Article 18.1 of Federal Law No. 38-FZ "On Advertising" dated March 13, 2006, results in penalties imposed on the Contractor by government authorities or claims from third parties, the Customer undertakes to promptly provide all requested information related to the penalties or claims, assist the Contractor in resolving the penalties or claims, and fully compensate all losses (including fines imposed by government authorities).
- 11.9. The Contractor is not responsible for the inability to fulfill its obligations regarding the transmission of information to the Unified Register of Internet Advertising (ERIP) due to technical errors in the operation of the Data Operator (ORD) and/or ERIR.
- 11.10. The Contractor is not liable to the Customer for the consequences of the information provided to the ERIR, if the Contractor did not alter the content of such information.
- 11.11. The Contractor is only liable to the Customer for the consequences that arise as a result of the Contractor's fault. The Contractor's liability arises exclusively by court decision.

## **12. Force Majeure.**

- 12.1. The parties are exempt from liability for non-performance under the Agreement if they prove that the non-performance of the Agreement was caused by force majeure circumstances.
- 12.2. For the purposes of this Agreement, force majeure circumstances include, but are not limited to: natural disasters, strikes, government restrictions, serious power outages, server malfunctions where the advertising and informational modules are stored, and other circumstances beyond the control of the parties.
- 12.3. If the force majeure circumstances last for more than 2 (two) months, each Party has the right to initiate negotiations regarding the further performance of the Agreement.

## **13. Dispute Resolution.**

- 13.1. The parties take necessary measures to ensure that any disputed issues, disagreements, or claims arising during the performance of obligations under the contract are resolved through negotiations.
- 13.2. If the parties are unable to reach an agreement, the dispute shall be resolved by the Arbitration Court of the city of Moscow, with the mandatory adherence to the pre-trial dispute resolution procedure. The deadline for responding to a claim is 10 (ten) business days from the date of its receipt.

## **14. Term of the Agreement and Conditions for Its Termination**

- 14.1. The Agreement enters into force upon the acceptance of the Offer by the Customer and remains in effect indefinitely.
- 14.2. The Agreement may be terminated early at the initiative of either Party with written notice to the other Party at least 30 (thirty) calendar days before the intended termination date.
- 14.3. Upon termination of the Agreement, the Parties shall conduct final settlements, taking into account the cost of the services actually provided by the Contractor under the Agreement.