

Public offer on provision of paid services

Preamble

This Public Offer for Paid Services (hereinafter referred to as the 'Offer') is:

official offer of I.T. Invest Limited Liability Company, registered under the law of the Kyrgyz Republic and located at the address: Kyrgyz Republic, Bishkek city, Pervomaisky district, Chyngyz Aitmatov Avenue, 16, flat 68, TIN in the Kyrgyz Republic: 02405202310226, TIN in the Russian Federation: 9909706696, provision of paid services to any physical person (User) on the Service, designed to establish contact with other Users and conclude transactions on the terms and conditions agreed upon by these Users.

The Offer is subject to Applicable Law and takes into account the requirements of Article 435 and Article 437(2) of the Civil Code of the Russian Federation.

For the purposes of the Offer, the Administration of the Service provides a deciphering of terms (definitions) used hereinafter in the text:

Service Administration - Limited Liability Company IT Invest.

Issuing bank – a licensed credit institution that has issued the Card.

Order – the User's application for provision of the Services to the User sent to the Service Administration via the Service functionality.

The Order is an independent offer to the Administration of the Service to provide services to the User on the terms and conditions stipulated in the Order.

Card – the bank card that the User has specified in the Service interface as a means of payment for the Services.

User – a natural person who has access to the closed part of the¹ Services.

Applicable law – system of sources of law (normative legal acts, legal customs (customs of business turnover), etc.) having legal force in the territory of the Russian Federation, without taking into account conflict of laws rules and practice of their application.

Registration procedure – procedure, within the framework of which an individual wishing to obtain the status of a User submits to the Administration of the Service the documents (information) necessary and sufficient to provide this individual with access to the closed part of the Service.

Service – audio-visual (frontend) and software, i.e. representing the source code (backend), a set of information that enables the establishment of contacts and transactions between Users.

The Service is the intellectual property of the Service Administration and is placed in the information and telecommunications network 'Internet' under a single domain name 'ggssel.net' at the address: <https://ggssel.net/>.

The service can be a mobile or desktop² application.

Parties – Administration of the Service and the User.

Services – activities of the Service Administration, providing in accordance with the Offer and other documents posted on the Service:

a. promotion³ Transaction announcements (one or more), i.e. making the advertisement available for a certain period of time.⁴ visual (audiovisual) attributes aimed at increasing the visibility of the ad,

which potentially, but not guaranteed, may attract additional attention to the ad from other Users ;

1. The closed part of the Service provides, in particular, the possibility to receive Services and interact with other Users through the functionality of the Service, the rules of use of which are set out in the Terms of Use of the Service:

<https://ggssel.net/public-offer>.

2. I.e. designed for a personal computer (laptop).

3. The methods and ways of promotion of adverts are determined by the Administration of the Service at its discretion.

4. The term of ad promotion is set by the Administration of the Service within the tariff packages, information about the content of which is placed on the Service. The fact of placing an ad on the terms of a particular tariff package is recorded in the information system of the Service Administration, which contains a special accounting module.

5. The Administration of the Service does not guarantee any User purchasing the service of promotion of advertisements, response from other Users, conclusion of a transaction on the subject of the advertisement or receipt of other preferences by the User ordering this service.

b. paid placement of advertisements on conclusion of a transaction (one or several) in cases determined by the Administration of the Service at its discretion.

The cases of paid placement of adverts are notified to the User before the User completes publication of a particular ad, including in the form of a notice about the impossibility of publishing an ad with certain parameters on a free basis.

The Administration of the Service declares that the terms of provision of individual Services may be expressed in other documents to be placed on the Service and forming an integral part of the Offer.

1. Acceptance of offer

1.1. Acceptance of the Offer shall be made in one of the following ways:

a. as a result of signing the Offer with a simple electronic signature, as which the Website Administration considers a one-time code sent to the User in an SMS message to the User's mobile phone number specified by the User within the Registration Procedure;

b. payment for the Services ordered by the User;

c. by making an advance payment towards payment for Services that may be ordered by the User in the future.

1.2. Acceptance of the Offer means that the User:

a. has read the terms and conditions of the Offer in full;

b. understands the meaning of each and every term of the Offer;

c. expresses its full, unconditional and unconditional agreement to all provisions of the Offer.

1.3. Acceptance of the Offer means that the Offer becomes legally binding (i.e. gives rise to rights and obligations) for the Parties, starting from the moment of receipt of the acceptance by the Administration of the Service.

1.4. The Administration of the Service may make changes to the text of the Offer at any time. As a general rule, the amended version of the Offer becomes legally effective at the moment of its posting on the Service, unless otherwise specified in a special notice from the Service Administration.

Use of the Service after changes to the Offer indicates the User's agreement with the changes.

2. Subject of the Offer

2.1. The Offer assumes provision of Services to Users on a reimbursable basis, the composition, volume, price and other parameters of which are stipulated in the Orders.

3. Details of the provision of the Services

3.1. The territory of rendering Services for citizens of the Russian Federation is the Russian

Federation. For citizens of the Kyrgyz Republic and citizens of other states, as well as stateless persons, the territory of rendering the Services is the Kyrgyz Republic.

In this case, if the Administration of the Service does not know the nationality of the User and the clarification of this fact is not the subject of the Service Administration's activity, then in this case the territory of service provision is the Russian Federation.

3.2. By submitting an Order to the Administration of the Service, the User confirms that he/she agrees to the provision of the Services on 'as is' terms - that is, in the form and volume in which the Services are available on the Service at the time of submitting the Order.

3.3. Confirmation of the provision of services in a particular volume is a record in the information system of the Administration of the Service, which contains a special accounting module. To confirm the provision of Services, the Administration of the Service will send to the User's e-mail address electronic cheques of payment for the Services for which the User has placed an Order.

3.4. The Administration of the Service may carry out activities to identify Users, in this regard, the Administration of the Service has the right to request from the User any personal data necessary for the purposes of its identification to the extent and on the terms specified in the consent to the processing of personal data received by the Administration of the Site from a particular User.

3.5. The Administration of the Service is under no circumstances a party to a transaction concluded by Users as a result of accessing the Service, in connection with which the rights and obligations under such a transaction arise directly from the Users who concluded the transaction.

In this case, the Administration of the Service may participate in the organisation of transactions concluded by Users, including accepting money for goods sold by Users and making payments to these Users, provided that such Users duly fulfil their obligations to transfer goods to counterparties to transactions.

4. Price of Services and settlement procedure

4.1. The price of the Services is communicated to the User via the Service interface - as a rule, at the moment of the Order formation.

4.2. The price of the Services may be denominated in Russian roubles or Kyrgyz soms, depending on the territory where the Services are provided.

4.3. The price of the Services includes all applicable taxes (duties), including VAT at the rate established by the Applicable Law or the current legislation of the Kyrgyz Republic, depending on which jurisdiction the Service Administration has tax liabilities in.

4.4. Payment for services is made with the Card. Requirements for the Card:

- a. validity of the Card at the time of payment for the Services;
- b. issued by the Bank-Issuer in the name of the User.

4.5. The User may pay for the Services either upon Ordering them or make an advance payment in favour of the Administration of the Service on account of future Orders.

4.6. The Services shall be deemed paid at the moment of crediting the funds in full to the settlement account of the Service Administration.

4.7. If the User cancels the Order before the start of rendering the Services, in this case the funds paid by the User receive the status of an advance payment.

In case of termination of the Offer, the User has the right to request a refund of the advance payment by submitting a corresponding application to the Administration of the Service.

The refund is made to the Card, unless the User has provided other details for refunding the advance

payment.

5. Guarantees

5.1. The User, by accepting the Offer, warrants to the Administration of the Service that:

- a. information and documents coming from the User (e.g. as part of the User identification procedure) are true and up-to-date as of the date of their submission;
- b. acceptance of the Offer is carried out by the User of its own free will and in its own interests, without malicious influence of third parties on the User;
- c. The User is not in malicious collusion with another User - a counterparty to a transaction in order to carry out illegal activities, including money laundering and terrorism financing;
- d. realises the meaning of providing the Services on an 'as is' basis.

5.2. In case of violation by the User of the guarantees set forth in this section, the Administration of the Service has the right to unilaterally refuse to fulfil the Offer out of court, if such refusal does not contradict the imperative norms of the Applicable Law.

6. Responsibility

6.1. The liability of the Parties shall be determined in accordance with the relevant rules of Applicable Law.

6.2. Administration of the Service due to the nature and purpose of the Service is not responsible and cannot be held liable for the actions (inaction) of Users on the transactions concluded through the Service, including, but not limited to, for the failure of any of the participants of such transactions to comply with their obligations, including with respect to the quality, quantity, completeness, appearance of goods, for violation of the terms of transfer of goods, etc.

6.3. The Administration of the Service under no circumstances regulates conflicts and disputes between the Users who have concluded a transaction. However, the Administration of the Service at its discretion has the right to participate in the resolution of such conflicts and disputes.

6.4. The Administration of the Service is not responsible for improper performance of obligations by third parties, in particular, payment systems, credit organisations (banks), hosts and providers, mobile operators, etc.

7. Dispute Resolution

7.1. Any disputes between the Parties shall be resolved in a pre-trial procedure as a result of negotiations. The Parties shall apply the claim procedure for consideration of disputes by sending a claim by the Party that considers that its right is violated to the other Party with a request to eliminate the violation of the right.

7.2. The claim shall be forwarded to:

- a. electronically by message to the e-mail address of the Party-addressee, allowing to reliably and unambiguously establish that the recipient of the relevant claim is the Website Administration or the User, respectively;
- b. in writing by sending a claim to the legal address / address of residence (location) of the Addressee Party.

7.3. Any claim made under the Offer must contain:

- a. name and other identification data of the Applicant Party;
- b. date of compilation;
- c. circumstances substantiating the Applicant Party's claims;
- d. indication of documents and information confirming the circumstances on which the claim is based;

- e. normative and (or) normative-legal substantiation of the claimed claims;
- f. amount of claims, if the claims stated in the claim have property (monetary) value;
- g. bank details of the Applicant Party (if necessary);
- h. list of documents attached to the claim, mentioned in the text of the claim, if the said documents are not available to the Addressee Party;
- i. a copy of the power of attorney issued to the signatory of the claim, if the signatory is not authorised to act on behalf of the Claimant Party without a power of attorney;
- j. other documents and information necessary for the settlement of the dispute.

7.4. The reply to the claim received by the Party to which it is addressed shall be sent to the other Party within 10 (ten) calendar days following the day of receipt of the claim by the Addressee Party.

7.5. If the dispute arising between the Parties cannot be resolved in a pre-trial procedure, the dispute shall be referred to a competent court, determined in accordance with the norms of the current civil procedural legislation of the Russian Federation.

8. Final Clauses

8.1. The Offer comes into force and becomes legally binding for the Parties at the moment of receipt by the Administration of the Service of an acceptance from the User (clause 1.3 of the Offer) and is valid indefinitely.

8.2. Legally significant communications under the Offer may be sent by the Parties:

- a. to the legal or postal addresses of the Parties specified in the Agreement via postal organisations, including courier delivery services. In this case, a legally significant message sent by this method shall be accompanied by a notice of delivery to the addressee;
- b. to the e-mail addresses of the Parties: - for the Administration of the Service - support@ggsel.net; - for the User - the e-mail address specified in the Registration Procedure or when placing an Order (if applicable);
- c. through messengers used by Parties (e.g. WhatsApp, Telegram).

8.3. The parties have agreed that the text of the Offer set forth in the Russian language shall prevail over the same text of the Offer set forth in any other language.