

OFFER AGREEMENT ON SERVICE CONTRACT

France, January 10th, 2022

This Offer Agreement, contains essential terms of service contract and is an offer of Sole Proprietorship “Kuzmina Anna Vladimirovna” for execution of the contract

1. DEFINITIONS

- 1.1. Offer Agreement is this document, published on the following website: <https://ohcontent.com/>
- 1.2. The Contractor is the Sole Proprietorship “Kuzmina Anna Vladimirovna.
- 1.3. User is an individual or an entity who performs an act necessary for acceptance of the Offer Agreement
- 1.4. Parties involve the Contractor and the User
- 1.5. Contractor’s Website is the website located at the following address: <https://ohcontent.com/>
- 1.6. Service is the “OhContent” service provided by the Contractor
- 1.7. Services – services of the Contractor for writing articles and creating content, for use by the user at his own discretion
- 1.8. “Services” altogether mean paid services which the Contractor delivers and makes accessible for the User by means of or/and using Service. Services refer to giving access to the User for the use of certain features of the Service by the Software-as-a-Service model (SaaS). Services include any additional or optional services offered by the Contractor by means of the Service in connection with any of the Services. Complete description of all Services available to the User can be accessed by the User in the Online account in the Service.
- 1.9. Contract is a service contract which is described in the Offer Agreement and which is entered into by the Contractor and User of the Offer Agreement’s acceptance
- 1.10. Acceptance of the Offer Agreement is the registration of the User and the User’s actions on the website located at the address <https://ohcontent.com/>, which express confirmation of the acceptance of this Offer Agreement
- 1.11. Login and password are unique set of symbols created by the User during the registration process and used to access the User’s online account
- 1.12. Registration is the process of filling in the registration form presented on the Website during the User’s registration process, which includes entering the required information and choosing the User’s login and password
- 1.13. User’s online account (Online account) is a set of secured websites created during the Registration of the User, which enables delivering the Services and interaction between Parties. The User accesses the Online account by entering the User’s login and password. The Online account can be accessed 24 hours a day, except for the time of preventive and maintenance work

2. SUBJECT MATTER OF THE CONTRACT

- 2.1. The Subject Matter is the execution of the Services under conditions presented in this Offer Agreement
- 2.2. The composition and nature of the information received as a result of the execution of Services, as well as the periodicity of the execution of the Services, are determined by the User in his/her online account independently

3. OBLIGATIONS OF THE PARTIES

- 3.1. The Contractor is obliged to:
 - 3.1.1. Give the User access to his/her Online account and to the functional features within the Online account
 - 3.1.2. Within a reasonable period of time address the failures that arise when delivering the Services and are attributable to the Contractor

- 3.1.3. Provide technical support to the User on the functionality and the Services within a reasonable period of time from the date of a written request from the User to the technical support
- 3.1.4. Provide, making its best effort, confidentiality of the data, entered by the User in the Online account and/or during the provision of the Service, for the whole period of Services provision under this Contract. After the termination of this Contract the Contractor will delete the aforementioned data from the Website
- 3.2. The User is obliged:
 - 3.2.1. Pay for the Services provided by the Contractor under the conditions stated in the Contract
 - 3.2.2. Do not violate the personal data law of the France when using the Online account and receiving the Services
- 3.3. When using the Online account and during the provision of Services, the user is prohibited from:
 - 3.3.1. Modification of the software used by the Contractor to deliver Services, including change, decompilation, disassembling, decoding, and other actions related to the source code of the software
 - 3.3.2. Spreading, copying and otherwise publicly disclosing the software which is used by the Contractor when delivering the Services
 - 3.3.3. Receiving the Services after the termination of this Contract
 - 3.3.4. Transferring the rights to access his/her Online account to third Parties
 - 3.3.5. Using, placing and publishing any data (information), the transfer of which is limited or forbidden by the public policy of the France

4. REGISTRATION OF THE USER

- 4.1. Registration is executed by the User by filling in the registration form, presented on the Website, which contains certain information about the User
- 4.2. Registration is considered to be completed when the completed registration form, filled in by the User, is sent to the Contractor. After the letter has been sent, a confirmation letter is sent to the User's email.

5. PERSONAL DATA. PROTECTION OF PRIVACY

- 5.1. The User gives consent to the processing of any data, provided during the registration process, by the Contractor
- 5.2. This consent is effective for an indefinite period, and the term of data storage is unlimited
- 5.3. The User gives consent to:
 - 5.3.1. Data storage on the Contractor's server (including servers that are located outside France)
 - 5.3.2. Receiving information about services, news of the Contractor and/or the partners of the Contractor
- 5.4. The User has the right to change the data entered during the Registration process, using its Online account, at any time
- 5.5. The Contractor processes the data of the User which is necessary solely for the purpose of executing the Contract
- 5.6. The Contractor does not use the data (including the personal data) of third Parties, which the User enters on the server through his/her Online account
- 5.7. The User is obliged to preliminarily receive consent of the subject of personal data to the use of the personal data through the Online account and/or the Website. The User is obliged not to place/publish the personal data of either third parties or the employees of the User who did not give consent to such a data hosting

6. REWARDS. CALCULATIONS

- 6.1. The amount of and conditions for the Contractor's rewards are determined on the website's page located at the address: <https://ohcontent.com/#pricing>. The User confirms that they are aware of terms and conditions for rewards
- 6.2. According to this Offer Agreement, all payments for the Services must be made by the User in currencies available in the Online account and by means chosen by the User in the Online account.
- 6.3. The Contractor has the right to change unilaterally the amount of and conditions for the Contractor's rewards as stated in this Offer Agreement.

7. RESPONSIBILITY. PROCEDURE OF SETTLING DISPUTES

- 7.1. Services are provided to the User as is, in compliance with the generally accepted principle in the international practice. This means that the Contractor is not responsible for the problems that rise during the maintenance and exploitation of the Online account, including problems of incompatibility with other software applications (packages, drivers, etc.) and mismatch of the results of provided Services with the User's expectations, except for the cases when such problems are caused by the Contractor.
- 7.2. The Contractor is not responsible for the lack of access to the Service due to reasons dependent on the User or third parties
- 7.3. The Contractor is not responsible for the sums that are charged by banks, payment systems, payment service providers and other third parties when the User pays for the Services. The User independently bears risks related to the chosen means of payment for the Services, such as payment systems commissions, bank commissions, and other payments and commissions deducted by banks, payment systems, and other payment service providers
- 7.4. The Contractor makes its best efforts to provide proper functionality of the Website and the Online account, but is not responsible for the misconduct or improper fulfilment of the liabilities stated in this Contract (except for the cases of intentional violations), as well as the direct and indirect losses incurred by the User, including the opportunity cost and the potential loss that arise due to:
 - 7.4.1. The use/application of the results of provided Services by the User for any purposes
 - 7.4.2. Wrongdoing of Internet users aimed to disrupt the information safety or the functionality of the Website and the Online account
 - 7.4.3. Absence (inability to set, terminate, etc.) of the Internet connections between the User's server and the Contractor's server.
 - 7.4.4. Arrangement of investigations by the state and municipal authorities and other organisations.
 - 7.4.5. Government regulations (or by other organisations) of the economic activity of commercial organisations in the Internet and/or one-time limitations imposed by the mentioned authorities, which make it difficult or impossible to provide the Services
 - 7.4.6. Other cases related to the actions (inactions) of Internet users and/or other persons who cause disruptions and make it difficult to use the Internet and/or a computer software
- 7.5. The Contractor has the right to stop the functionality of the Website and the Online account for the purpose of maintenance works, at night-time or weekends if possible.
- 7.6. The User is independently responsible for the safety of their Login and password and losses which may arise due to unauthorised use of the Online account
- 7.7. The Contractor does not bear responsibility in case if the Login and password of the User's Online account has become known by third parties.
- 7.8. In any circumstances (except for the cases specified in the separate clauses of this Contract), the responsibility of both the User and the Contractor is limited to the amount of rewards, actually received by the latter.

8. GUARANTEES AND ASSURANCES

- 8.1. During the term of the contract the Contractor will make its best efforts to remove any disruptions and errors, which may arise when providing the Services according to this Offer Agreement
- 8.2. Except for the guarantees specified directly in the Offer Agreement, the Contractor does not provide any other direct or implied guarantees and refuses from any guarantees and conditions in relation to the violation of rights and whether the Services meet the User's objectives and can be sold.
- 8.3. By agreeing with the conditions and accepting the terms of this Offer Agreement through the Acceptance of the Offer Agreement, the User (an individual who is authorised to conclude the Contract on behalf of the User) informs the Contractor and guarantees that:
 - 8.3.1. The User (an individual who is authorised to conclude the Contract on behalf of the User) typed in User's authentic personal data when registering as a User of the Services.
 - 8.3.2. The User concludes the Contract, and the User (an individual who is authorised to conclude the Contract on behalf of the User):
 - 8.3.2.1. has completely read and understood terms of the Offer Agreement
 - 8.3.2.2. understands the meaning and consequences of the User's actions in relation to the conclusion and execution of the Contract
 - 8.3.3. The User (an individual who concludes the contract on behalf of the User, who is a legal entity) has all the rights to do so (conclude and execute the Contract)
 - 8.3.4. The User publishes (places, uses) materials (data, information), as well as exclusive and other property and/or non-property rights, which belong to the User, via the User's Online account
 - 8.3.5. The User compensates the Contractor any property losses of the latter, caused by the User's actions in relation to the Online account, including (but not limited to) losses related to unauthorised use of personal data

9. TERM OF THE CONTRACT, TERMINATION OF THE CONTRACT

- 9.1. This Contract enters into force from the date of Acceptance of the Offer Agreement and is valid until the Parties fulfil their obligations that are described in this Contract.
- 9.2. This Contract can be terminated early:
 - 9.2.1. By a bilateral agreement between the User and the Contractor.
 - 9.2.2. By the initiative of the Contractor or the User unilaterally, with a notification from the other Party 5 calendar days before the termination of the Contract. In the case of violation of the terms of this Contract by the User, the latter do not receive any refunds paid by the User before.

10. TERM OF THE CONTRACT AND CHANGE OF THE CONDITIONS OF THE OFFER AGREEMENT

- 10.1. The Offer Agreement enters into force immediately after it has been published in the Internet at the following address: <https://ohcontent.com/offer.pdf>, and is valid until the Contractor cancels the Offer Agreement.
- 10.2. The Contractor has the right to make amendments in the conditions of the Offer Agreement and/or cancel the Offer Agreement at any time at the Contractor's sole discretion. When making amendments in the Offer Agreement, the amendments enter into force immediately after they have been published, if no other date of entry into force is specified when they are published.
- 10.3. The User agrees and accepts that the amendments to the Offer Agreement will result in the amendments to the Offer Agreement, concluded between the User and the Contractor, and such amendments will come into force at the same time as the amendments into the Offer Agreement.

11. OTHER CLAUSES

11.1. When providing the Services, any notifications and other documents can be sent by one Party to the other by means of emails using the emails of Parties. The Contractor's email address is as follows: support@ohcontent.com

The User uses the address, entered by the User in the registration form. A notification is considered to be delivered on the next workday from the day when the message is sent.

11.2. If any of the clauses of the Offer Agreement is revoked or declared illegal, or cannot enter into force in compliance with the existing legislation of the France, this clause must be replaced with a new clause that maximally reflect the initial intentions, contained in the Offer Agreement. Other clauses of the Offer Agreement do not change and are valid.