

Paid Services Agreement

In accordance with Article 435 of the Civil Code of the Russian Federation this Agreement is an offer of "K-Engineering" Limited Liability Company (hereinafter — "Getloc") for rendering paid services related to using the translation and localization platform of www.getloc.ru (hereinafter — "getLoc"), hereinafter referred to as the "Services". If a user accepts the offer, this user is deemed to have concluded a services agreement with Getloc under the terms and conditions provided for in this document (hereinafter — the "Agreement").

Terms and definitions

Terms that are not defined below in this Agreement have the meaning as established by the User Agreement.

Wallet means an itemized account of the Getloc account system used to record the receipts and expenditures of funds contributed by the User in payment for the Services.

Replenishment of the Wallet means an advance payment for the Services rendered by Getloc, information on the amount of which is accounted for and displayed in the "Wallet" section of the getLoc Personal Account.

1. General provisions

1.1. The Services rendered in accordance with this Agreement include Services specified in clause 4.2 hereof. The list and/or terms and conditions of the Services may be supplemented and/or amended by Getloc at its discretion by posting appropriate changes on getLoc. Use of the Services after the publication of changes by Getloc shall mean the User's consent with all changes.

1.2. This offer shall be deemed accepted by the User, and the Agreement between Getloc and the User shall be deemed concluded from the moment of payment for the Services in the manner established by this Agreement or the relevant section of the Site.

2. Obligations of the Parties

2.1. Obligations of Getloc:

2.1.1. Render the Services to the User in accordance with the provisions hereof, provided there are engineering capabilities to render the Services.

2.2. Obligations of the User:

2.2.1. Pay for the Services at the prices valid at the time of payment in accordance with the terms and conditions established herein and on getLoc.

2.2.2. Comply with the requirements of the current legislation of the Russian Federation, the provisions of the Agreement, the user agreement (hereinafter — the "User Agreement") posted on getLoc at https://www.getLoc.ru/info/polzovatelskoe_soglashenie and all other documents regulating the operation of getLoc and rendering of the Services.

2.2.3. Upon the request of Getloc provide the latter with the information and documents necessary to identify the User as a party to the Agreement, including the User's requests, notices, etc. sent to Getloc.

3. Payment procedure

3.1. The User shall select and order the Service through the User's personal account on getLoc (hereinafter — the "Personal Account"), the access to which shall be granted to the User upon signing in to getLoc. The User may also select other getLoc tools available.

3.2. The price of the Service shall be determined when it is ordered based on the features of the Service (category, territory, ad parameters, their number, etc.) and shall be reported to the User in rubles (including 18% VAT) through the user interface on getLoc at the completion of the order registration, unless otherwise provided for in the Appendices hereto. Getloc shall be entitled to change the prices for the Services unilaterally without special notice by establishing new prices (tariffs) for the Services to be available at the getLoc interface, including during ordering of the Services. If the User continues to use previously ordered Services at new prices (tariffs), it shall mean the User's consent to such changes. The User shall pay for the Services at the prices (tariffs) valid at the time of payment.

3.3. The User may transfer any amount to the Getloc account as a payment for the future Services, the receipt of which shall be registered in the User Wallet, or, if available in the user interface on the Site, the User may pay for certain Services in the amount corresponding to the cost of such Services.

3.4. Getloc shall inform the User of the User's cash flow registered in the Wallet in the User's Personal Account on getLoc. When paying for the Service by the funds previously transferred to the Getloc account and registered in the Wallet, the corresponding amount of the User's funds shall be properly discounted and debited from the Wallet balance. The Service shall be rendered to the User after writing-off of the appropriate amount from the Wallet balance in accordance with the parameters of the Service ordered, but not earlier than the User provides all materials required for rendering the Service.

3.5. At any time during the term hereof the User shall be entitled to replenish the Wallet balance by depositing any amount of money to the Getloc account in accordance with the instructions on the Site and this Agreement. In this case, the Services shall be provided only if the amount equal to or exceeding the total value of the Services ordered by the User is available on the User's Wallet balance.

3.6. A User being a legal entity or a sole proprietor shall pay for the Services rendered hereunder by cashless transfer of funds to the Getloc account in accordance with the invoice issued by Getloc through the Site interface. Legal entities and sole proprietors may also pay using a corporate bank card issued for the relevant legal entity or sole proprietor. An individual shall pay for the Services rendered hereunder by any ways available using the getLoc interface.

The Users shall choose and use payment methods at their own discretion and without any liability of Getloc. Security, confidentiality and other issues related to the use of payment methods chosen by the Users shall be beyond the scope of the Agreement and shall be governed by agreements between the Users and the relevant organizations.

3.7. The User shall pay for the Services by specifying the User's number given in the Personal Account, the User's name and taxpayer identification number (for legal entities and sole proprietors) and/or other details identifying the payment. When paying by bank transfer against the invoice issued, the User shall also specify the data included in the invoice issued to the User in the payment document. In case there are no data listed in this clause hereof or the data are incorrect, Getloc shall be entitled to consider that the User has not fulfilled its payment obligations properly, or to independently identify the payment in accordance with its own accounting data. Getloc shall not be liable for any damages that the User and/or third parties may incur in the event of incorrect indication of the details of payment.

3.8. Getloc shall use the following details as specified in the User's Personal Account: name, legal address, postal address, INN (taxpayer identification number), KPP (tax registration reason code), contacts and other information (hereinafter — the "User's Details") in the payment documents, certificates of services rendered and other documents issued by Getloc in accordance with this Agreement. The User shall be solely responsible for the correctness of the User's Details specified in the Personal Account. If the User's Details are changed, the User shall promptly make the corresponding changes to the details specified in the Personal Account. If the User cannot change such data on its own, the User shall notify Getloc of such changes in the established form with the supporting documents attached at the request of Getloc. Getloc shall be entitled to verify the correctness of the User's Details specified in the Personal Account by comparing them to the data contained in the Unified State Register of Legal Entities (sole proprietors) and, should any discrepancies be found, to correct the relevant data using the User's INN as the User ID.

3.9. For the purpose of implementation of clause 1.3. hereof, payments under the Agreement shall be considered made by the User at the moment of transfer of funds to the Getloc account or, when the Services are paid using electronic funds, at the time of receipt of the verified information on the payment for the Services by Getloc from the relevant payment system.

3.10. The User hereby agrees that the statistics of the Getloc account system will be sufficient evidence of the Services rendered hereunder.

3.11. As part of incentive activities, the User may be provided with discounts on payment for the Services (bonuses), prizes, etc.

3.12. With regard to the Services rendered to the Users being legal entities or sole proprietors, Getloc shall send copies of the invoice and certificate of services rendered for the reporting month to the User's e-mail monthly or provide the User with the opportunity to upload them in the Personal Account. Getloc shall also send the originals of these documents by mail to the address specified in the User's Personal Account. The User shall sign an original copy of the certificate of services rendered and return it to Getloc before the fifteenth (15th) day of the month following the reporting month. Should the User disagree with the certificate, the User shall, within the same period, provide Getloc with a written reasoned refusal to sign the certificate.

The User shall be responsible for obtaining any documents (including certificates, messages, notices) by the above methods. When sending the documents by the above methods Getloc shall not be liable for any delay or non-receipt of the certificates (messages, notices) by the User if this resulted from a malfunction of the communication systems, actions/omissions of providers, telecoms operators, the User's loss of access to the Personal Account or other circumstances beyond Getloc's control.

Should Getloc not receive the certificate signed by the User or a reasoned refusal within the above-mentioned period (including the refusal of the User's representative to receive the certificate and/or other documents, or an incorrect address for receiving documents specified by the User), the Services shall be considered provided by Getloc properly and in full.

3.13. In accordance with paragraph 1 of Article 317.1 of the Civil Code of the Russian Federation, the Parties agree that in respect of any monetary obligations of the Parties hereunder, the legal interest (interest on the amount of debt for the period of use of funds) shall not be accrued.

4. Procedure for Service rendering. Liability

4.1. Prior to placing the order and paying for the Services, the User shall carefully read the User Agreement and all other documents regulating the getLoc operation.

4.2. Getloc shall render the following Services to the User:

(a) scanning (analyzing) websites for obtaining information on the availability and number of words, characters, pages on the website

(b) converting scan results into a file with all found words on the website (used for translation into other languages)

(c) using the getLoc platform to translate, edit, correct texts found as a result of scanning of the User's website

(d) displaying translation results on the User's website using the getLoc widget under special terms and conditions in accordance with the parameters specified on getLoc at the address: <https://getLoc.ru/account>, which the User shall choose independently

and other Services which Getloc may add to the list above.

Such services may be provided to the User either separately or as part of the Service package offered by Getloc on the Site.

Getloc shall specify the terms and conditions of the Service on the Site. At the end of the Service period (including removing the User's website from getLoc, website blocking and/or User's account blocking for violating the provisions of regulatory documents of getLoc, deactivating the account by the User), the Services shall be considered rendered by Getloc properly and in full.

4.3. Getloc shall take all reasonable efforts for the proper rendering of the Services, but shall not be liable for the impossibility of rendering of the Services in the following cases:

technical malfunctions of public communication channels through which access to the Services is made, or loss of access to the Internet — until malfunction repair or access restoration respectively;

any signs of unauthorized access to the User's Personal Account — for the duration of such circumstances;

in cases falling under the definition of force majeure — for the duration of such circumstances.

4.4. Getloc shall be entitled to suspend the Services immediately and without special notice sent to the User in the event the User violates any of the obligations provided for in this Agreement, the User Agreement and other documents regulating the operation of getLoc, until the violation is completely eliminated.

4.5. Should any damages be incurred by the User through the fault of Getloc, Getloc shall be liable to the User in an amount not exceeding the cost of the Service ordered and paid but not received by the User through the fault of Getloc or, if applicable, in an amount not exceeding the User's Wallet balance at the time the damages are incurred and only if the User loses part or all of the money on the Wallet balance.

4.6. Getloc shall not be liable to the User for any other damages and/or losses, such as lost profits and consequential damages, including those incurred by the User in connection with the installation of the getLoc widget to display translations into other languages.

4.7. Getloc shall not be liable for damages inflicted on the User as a result of the inability to use the Services due to errors, omissions, interruptions in operation, file deletion, defects, delays in operation or data transfer and other technical reasons, as well as improper quality of public communication channels by means of which the Services are accessed.

4.8. The User is informed and agrees that some of the operations, including (but not limited to) website scanning operations or other Services, are not monitored or managed by Getloc personally or with the help of third parties, and Getloc does not transmit or use this information in other purposes, except for operation.

4.9. Getloc shall have no obligation to notify any third parties of the User's loss of access to the Personal Account and for possible consequences resulting from the absence of such notice.

4.10. Getloc shall respond to the User's messages requiring to specify confidential information and sensitive data (such as login and password for signing in, analytical data related to the Services, etc.) sent only from the contact e-mail specified by the User when registering to getLoc, or specified by the User subsequently in the Personal Account. The User may change the contact e-mail in the registration database using its Personal Account.

4.11. Actions performed using the User's login and password shall be recognized by the Parties as committed by the User and having the force of a basic electronic signature. The User shall be liable for any actions performed using the User's login/password on getLoc, or using the User's e-mail, phone number (including those of employees and third parties), as well as for the integrity of its login/password and for the damages that may arise from the unauthorized use of the User's Personal Account and the basic electronic signature. In case of theft/loss of the login or password, the User shall take necessary measures on its own to change the password for accessing the Personal Account and/or Services. Getloc shall not be liable for the actions of third parties which result in theft/loss of the User's login or password, as well as any costs, damages and/or lost profits incurred by the User as a result of the unauthorized access of third parties to the User's Personal Account.

4.12. The User hereby agrees that the fact of any actions on getLoc, including those performed using the professional technical tools of Getloc, clicking, keystrokes, etc., shall mean the will of the User in relation to the order and/or activation of the Services in accordance with the price and other parameters of the Services defined on the getLoc website.

4.13. Getloc shall be entitled to amend (supplement) the terms and conditions hereof unilaterally. The effective date of amendments (supplements) hereto shall be the date of publication of the new version of the Agreement on getLoc. The User shall read the current version of the Agreement available on getLoc personally and regularly. Use of the Services after the amendments (supplements) are made effective shall mean the User's consent with all amendments.

4.14. Getloc shall be entitled to send notices related to the implementation hereof, including notifications of the remaining service duration, ways of renewal and other messages hereunder, by SMS or e-mail to the User using the contact details available in the Personal Account. Getloc shall at its own discretion determine the scope and contents of such notices and the timing of their sending.

5. Claim handling

5.1. All disputes arising under or relating to this Agreement shall be rendered to the Moscow Arbitration Court or, if the dispute is not subordinate to the arbitration, to other courts in accordance with the current legislation of the Russian Federation.

5.2. Prior to applying to a court the User registered on the Site as a legal entity or a sole proprietor shall comply with the extrajudicial procedure for resolving disputes by submitting a written claim to Getloc with the attached documents confirming the circumstances and requirements referred to by the User. The time for consideration of such claims shall not exceed thirty (30) days from the receipt of the claim by Getloc. Should the User not receive a response to the claim from Getloc within the specified period, or should Getloc fail to satisfy the User's reasonable claims, the User shall be entitled to apply to the court.

6. Validity of the Agreement

6.1. The Agreement comes into force from the moment of the offer acceptance in accordance with clause 1.3. hereof and shall remain effective until the Agreement is terminated in accordance with the procedure provided for herein.

6.2. Getloc shall be entitled to refuse to perform this Agreement in full or in part at any time unilaterally, with sending a notice to the User by means of the getLoc interface, by e-mail, or otherwise.

6.3. If the User violates the terms and conditions of the User Agreement or any other documents regulating the getLoc operation, the use of the getLoc system may be rejected and/or blocked, and access to the Personal Account may be restricted (blocked) without special notice sent to the User, with a penalty for violation of the User's obligations to the amount equal to the unused balance on the User's Wallet.

6.4. The Agreement shall be terminated early in the event of termination (blocking) of the User's access to the Personal Account in view of the User's violation of the User Agreement and other documents regulating the getLoc operation, or due to the termination of such access at the User's initiative. Upon termination of the Agreement, the User shall be entitled to apply to Getloc for the return of the unused funds on the Wallet balance minus all discounts (bonuses) granted pursuant to clause 3.11. hereof, as well as, at the discretion of Getloc, funds in the amount of penalties imposed on the User for violation of the terms and conditions of the User Agreement and other documents regulating the getLoc operation. Getloc shall not refund the cost of the Services rendered. The unused funds shall be returned on the basis of the User's written request executed in accordance with the form established by Getloc and using the payment method (payment system) by means of which the Services were paid for. If this payment method (payment system) cannot be used for a refund, another way defined by Getloc shall be used. When applying for the return of the unused Wallet balance, the User, at the request of Getloc, shall identify itself as a party to the Agreement by performing the actions specified in the guidelines of the Getloc Support Service (send the request from the User's e-mail specified in the Personal Account, etc.) and provide the necessary documents and information (including documents required for the identification of the User, documents confirming the User's payment, etc.). The unused funds shall be returned within forty-five (45) calendar days after the User provides all information and documents in accordance with this clause. The specified period for the return of the unused funds may be increased in case the User does not submit all documents and information required to return the unused funds in due time, or for reasons beyond Getloc's control (payment system operations, etc.). If all documents and information necessary for the return of the unused funds are not provided, the User's request for the return of the unused funds may be rejected.

6.5. The Agreement describes all terms and conditions agreed between the Parties with respect to its subject matter and replaces all previous contracts, representations and any agreements between the Parties with respect to its subject matter, unless otherwise expressly agreed by the Parties.

7. Address and bank details of Getloc

Legal address: 30 Malysheva str., office 23, Kolomna, Moscow region, 140408

Postal address: 10 1905 goda str., building 1, floor 3, room 323, Moscow, 123022

INN 5022560140

KPP 502201001

E-mail: info@getloc.it

Bank details:

Bank: TKB BANK PJSC, Moscow

Bank address: 385 "B" Oktyabrskoy Revolyutsii str., Kolomna, Moscow Region, 140406

Account: 40702810820170000322

BIK: 044525388