License agreement (Public offer)

This Agreement defines rights and obligations of Licensor and Licensee while using the Roistat Information system. This Agreement is addressed to any number of unspecified persons and shall be a public offer in accordance with Paragraph 2 of the Article 437 of the Civil Code of the Russian Federation.
By registering on the Website and filling out the Registration form a Licensee conclusively accepts terms and obligations under this Agreement.

1. TERMS AND DEFINITIONS

The Parties use terms and definitions herein as follows:
1.1. Licensor – Udodov E. V. (Taxpayer Identification No. _) is a Party to this Agreement providing a Licensee with access to the Information system.
1.2. Licensor's Website (Website) – a website located at *http://roistat.com/ru*, *https://cloud.roistat.com*.
1.3. Roistat Information system (System) – a system available at the Licensor's Website, which allows a Licensee to integrate with the CRM system, Licensor's Website, advertising platforms and to generate reports on business indicators. The description of the System properties is available to a Licensee on the Licensor's Website at *http://roistat.com/ru/features/*. The System includes interface, software and other features necessary for proper functioning. All rights to the System and any features included belong to the Licensor in full measure. None of the provisions under this Agreement can be construed as transfer (disposition) of exclusive rights to the Licensor's System.
1.4. Services – supplementary services provided by the Licensor in addition to the Non-exclusive license to the System.
1.5. CRM system – software intended for automation of work and keeping contact details.
1.6. Licensor's tariffs (Tariffs) – a Licensor's Price List located at *http://roistat.com/ru/price*. The System's Functionality and Services available to a Licensee depend on the chosen Tariff and are specified in description of the corresponding Tariff.
1.7. Demo access – a free temporary access to the System which provides a Licensee with the possibility of a free System trial during 14 (fourteen) calendar days from the day the Demo access was provided.
1.8. Licensee – an individual or legal person, a private entrepreneur who has accepted this Agreement.
1.9. Login and password – a unique set of characters and symbols created by a Licensee during Registration, necessary to access the Personal Cabinet.
1.10. Licensee's Personal Cabinet (Personal Cabinet) – a number of protected pages on the Website created during Registration of a Licensee through which the Parties can interact and use the System. The Personal Cabinet is accessed by a Licensee by entering a Login and a Password.
1.11. Registration – the process of filling out the Registration Form on the Website by a Licensee by specifying necessary details and choosing a Login and a Password.
1.12. Registration Form – the form located on the Website which must be filled out by a Licensee in order to register on the Website.
1.13. Law – applicable laws of the Russian Federation.
1.14. Agreement – this Agreement, including all Exhibits and rules specified in this Agreement or expressly described as Exhibits to this Agreement.
1.15. Non-exclusive License (License) – non-exclusive compensatory right to use the Service in order and by means specified in this Agreement.
1.16. Licensee's Personal account on the Website (Personal account) – system of management of funds on the Website for the payment transactions of the Parties, available in the Personal Cabinet.
1.17. Advertising platforms – Yandex.Direct, Google, AdWords, Yandex.Market, myTarget online platforms and advertisement on VKontakte social network through which Licensor's and Licensee's advertisement is performed.
1.18. Promotional event – events that include a number of certain conditions which, when met by a Licensee, grant a certain number of bonus funds that are credited to the Licensee's Personal account.

1.19. Database – a set of materials, contact details of owners and other persons, and photos systematized in order to make these materials available for finding and processing by a computer (or other device).
1.20. Calendar month – a period of time equal to 30 (thirty) days.
1.21. Recurrent (regular) payment – an acceptance-free write-off of funds from a bank card account (digital wallet) of a Licensee payable to the Licensor

2. SUBJECT OF THE AGREEMENT. GENERAL REQUIREMENTS

2.1. In accordance with the terms of this Agreement the Licensor transfers a Non-exclusive license to a Licensee, and the Licensee undertakes to accept the License and to pay the License remuneration to the Licensor.
2.2. All the conditions provided hereinafter apply both to the System in general and to all of its components in particular.
2.3. The transferable rights are worldwide.
2.4. The term of transferable rights is limited by the term of a Tariff. A Licensee may prolong the term of the Non-exclusive license by paying for the Tariff of his/her choice.
2.5. The Licensor has a right to introduce amendments to this Agreement and all Exhibits to it at any time, in whole or in part, unilaterally and without prior agreement with a Licensee. All amendments take full effect on the next calendar day after their publishing on the Website.
2.6. A Licensee will independently monitor the amendments to this Agreement and its Exhibits by reviewing the current version from time to time, at least once a month. A Licensee bears individual responsibility for all consequences which arise due to a failure to read this Agreement and its Exhibits).
2.7. In case a Licensee does not agree with any provisions of the Agreement and/or its Exhibits, he/she must cease to use the Website and the System immediately.

2.8. This Agreement consists of:
- 2.8.1. “License Agreement”, constantly and publicly available on the Website at http://Roistat.com/ru/license.
- 2.8.2. “Privacy Policy” – constantly and publicly available on the Website at *http://roistat.com/ru/privacy*.
- 2.8.3. “Tariffs” – constantly and publicly available on the Website at *http://roistat.com/ru/price*.

3. REGISTRATION

3.1. A Licensee registers on the Website by filling out the Registration form.
3.2. During Registration a Licensee specifies the following information:
For individuals:
a. Full name;
b. E-mail address;
c. Contact phone number;
d. Login and password.
3.3. Registration is considered as completed after the Registration form is filled out and submitted to the Licensor. After the Registration Form is submitted, a Licensee receives an email confirming the completion of Registration.
3.4. A Licensee represents and warrants that information specified by him/her during Registration is current and accurate.
3.5. In case if during Registration a Licensee acts on behalf of a legal entity (private entrepreneur), he/she guarantees that he/she has corresponding authority to accept this Agreement.
3.6. The Licensor has a right to request confirmation of a Licensee’s authority.
3.7. The Licensor has a right to replace details specified during Registration with details for legal entities (private entrepreneurs):
a. a private entrepreneur’s full name/ a name of a legal entity;
b. INN (Taxpayer Identification No.);
c. e-mail address;
d. contact phone number;

e. login and password.

4. RULES AND MEANS OF THE USE OF THE SYSTEM. RULES OF PROVIDING ACCESS TO THE SYSTEM. RESTRICTIONS.

4.1. Within the framework of Non-exclusive License a Licensee has a right to use the System as follows:
4.1.1. Acquiring an access to the System through the Licensor's Website (without downloading any installation packages to a Licensee's device).
4.1.2. Using the System for intended purposes and a Licensee's own requirements, including but not limited to business purposes.
4.2. While using the System a Licensee is forbidden to:
4.2.1. Modify the software included in the System, including but not limited to changing, decompiling, disassembling, deciphering or performing any other actions with the software object code.
4.2.2. Use the System in any way not specifically provided for in Agreement.
4.2.3. Distribute, copy or otherwise disclose the software included in the System.
4.2.4. Attempt to bypass technical restrictions in the software included in the System.
4.2.5. Use System or its parts after termination of this Agreement.
4.2.6. Use the System for advertising a Licensee without a prior written consent of the Licensor.
4.2.7. Use the System under a Licensee's trademark, as well as represent the System as a Licensee's property.
4.3. Access to the System (Non-exclusive license) is deemed as provided as soon as Registration is completed.
4.4. Access to the System is provided round-the-clock, unless the System is undergoing maintenance.
4.5. While using the System a Licensee is provided with the access to all reference materials displayed in the System, and can receive technical support from the Licensor concerning issues that may arise while using the System within 14 (fourteen) calendar days from the day he/she addresses the Licensor's technical support in writing.
4.6. A Licensee is not entitled to transfer the right to use the System to any third parties, free of charge or for compensation.
4.7. Access to the paid functionality of the System is provided to a Licensee within 5 (five) workdays from the moment a corresponding Tariff is paid.
4.8. It is forbidden to use or publish materials via the System in the event they contain the following:
4.8.1. Obscene or offensive words or phrases, pornographic images and texts or child sexual abusive content.
4.8.2. Threats, incitement to violence, illegal activities or violation of the law.
4.8.3. Elements of violence, cruelty, racial, interethnic or interreligious conflicts and links to such materials.
4.8.4. Nazi symbols and attributes.
4.8.5. Illegal activity propaganda or guidance to performance of illegal actions.
4.8.6. Materials containing threats, which discredit, abuse, denigrate the honor, dignity or business reputation or violate privacy of other Users or any third parties.
4.9. A Licensee warrants and guarantees that while using the System he/she only publishes or uses materials or information, exclusive rights to which belong to the Licensee.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Licensor shall:
5.1.1. Provide a Licensee with access to the System.
5.1.2. Eliminate interruptions in the operation of the System resulted from the fault of the Licensor within a reasonable period of time.
5.1.3. Provide a Licensee with technical support on issues concerning the usage of the System within 14 (fourteen) calendar days from the moment a Licensee addresses the technical support of the Licensor in writing.
5.1.4. Provide a Licensee with a Service Provision Report in accordance with the terms and conditions under this Agreement.
5.2. A Licensee shall:
5.2.1. Use the System within the framework provided for in Section 4 of this Agreement.
5.2.2. Pay License remuneration to the Licensor in accordance with the Tariff f his/her choice.

5.2.3. Not disclose Login and Password to any third parties and to keep his/her Login and Password information confidential. In the event of a loss of Login and Password information and/or breach of confidentiality of such information a Licensee shall inform the Licensor immediately.
5.2.4. Comply with the Law while using the System, including but not limited to laws on personal information.
5.2.5. Notify Parties to phone conversations about the calls being recorded while using the Licensor's phone numbers.
5.3. The Licensor has a right to:
5.3.1. Receive the License remuneration within the framework of this Agreement.
5.3.2. Terminate this Agreement unilaterally and/or suspend a Licensee's access to the System. The Licensor does not bear responsibility for any losses (damage) incurred by a Licensee due to such termination or suspension. The Licensor has no obligation to notify a Licensee about the reasons of termination of the Agreement and/or suspension of the Licensee's account.
5.3.3. Carry out server maintenance, in which case the access to the System will be suspended temporarily. The Licensor will inform a Licensee about such maintenance by posting notifications on the Website.
5.3.4. Use a Licensee's title, as well as its trademarks (service marks) and Licensee's logotypes in order to advertise the Licensor's services.
5.3.5. Modify and provide upgrades for the Software and the System, add new features or functionality to the software in order to enhance its performance or to improve it in any other way, including for the purpose of meeting the requirements of the legislation of the Russian Federation.
5.3.6. Synchronize a Licensee's Database via the CRM system necessary for the provision of Services within the framework of this License Agreement.
5.3.7. In case a Licensee agrees to perform advertising via Advertising platforms, introduce amendments into advertisements, including URL code updates.
5.4. A Licensee has a right to:
5.4.1. To access the System and Services in accordance with the terms and conditions of this Agreement.

6. PERSONAL INFORMATION. CONFIDENTIALITY

6.1. A Licensee agrees that the Licensor will process the Licensee's personal information specified by the Licensee during Registration including: full name, e-mail address, contact phone number.
6.1.1. This consent remains in force indefinitely; the storing period of the personal information is not limited.
6.1.2. During procession of a Licensee's personal information the Licensor's actions are governed by the Russian Federal Law "On Personal Information" No. 152-FZ of 29 July, 2006.
6.2. A Licensee has a right to withdraw his/her consent by executing a corresponding written document which may be sent by a Licensee to the Licensor via registered mail with the return receipt or handed to the Licensor's representative personally against signed receipt. If the Licensor receives a written statement on withdrawal of consent for the procession of personal information, the Licensor will cease to process such information.
6.3. A Licensee understands and agrees that Licensee's personal data may be accessed by third parties as a result of technical failures, interruptions, or actions of third parties, including but not limited to viral or hacker attacks. A Licensee shall not hold the Licensor responsible for compensation of any losses or damage incurred by any such actions.
6.4. A Licensee agrees to:
6.4.1. Storage of personal information on the Licensor's server (including outside the Russian Federation).
6.4.2. Using personal and statistical information of a Licensee to display advertisements.
6.4.3. Receive information about the Licensor's services and news and/or Licensor's partners.
6.5. A Licensee has a right to change information specified during Registration in his/her Personal Cabinet at any time.
6.6. The Licensor processes only that information of a Licensee which is necessary for fulfillment of this Agreement.
6.7. The Licensor does not use information (including personal information) of the third parties which has been brought to the server through the System by a Licensee (including information contained in the CRM system).
6.8. A Licensee undertakes to receive consent of the personal data subjects prior to using any personal information via the System. A Licensee undertakes not to publish personal information of any third parties or the Licensee's employees who did not grant their consent to such publishing.

6.9. The Licensor shall make every effort to ensure the confidentiality of personal information posted by a Licensee via the System, during the entire period of its storage on the Licensor's server.
6.10. A Licensee is notified and agrees that any phone conversations with the Licensor may be recorded for quality control of the Licensor's work.

7. LICENSE REMUNERATION. SETTLEMENTS

7.1. The amount of the License remuneration is defined by a Tariff chosen by a Licensee. The payment is made by paying an advance fee equal to 100% of the cost of the chosen Tariff.
7.1.1. During the paid period a Licensee's Personal account is debited daily by the amount paid by the Licensee in portions, in accordance with the Services used by the Licensee and with the active Tariffs of the Licensor.
7.1.2. In the event the funds on the Personal account are spent before the end of the paid period, a Licensee makes an additional payment equal to the missing amount.
7.2. The License remuneration is paid in Russian rubles by using payment systems or by crediting the Licensor's settlement account based on an invoice (the full list of payment methods is available in the Personal cabinet). A Licensee's payment obligations are deemed as fulfilled after the funds are credited to the payment system's (Licensor's) account. The terms of crediting of funds to the Licensor's account may constitute up to 3 (three) bank days and do not depend on the Licensor.
7.3. When activating the Recurrent (regular) payment a Licensee confirms his/her consent to acceptance-free automatic write off from the Licensee's bank card to his/her Personal account.
7.4. In the event a Licensee does not agree to use the Recurrent (regular) payment, the Licensee must inform the Licensor immediately about his/her refusal to use such a Service.
7.5. When crediting an account the Licensor sends a notification of the Tariff activation to a Licensee's e-mail address or a message to a Licensee's Personal cabinet inbox.
7.6. A Licensee is not entitled to make payments under this Agreement to the Licensor using accounts of third parties without prior written consent of the Licensor.
7.7. In the event the Licensor does not receive any claims for a Licensee concerning the scope of rights granted to the Licensee within 5 (five) workdays, the non-exclusive right to use the System (Non-exclusive License) is deemed as provided to the Licensee properly and in full measure. No further claims can be made.
7.8. A Licensee has a right to change the Tariff he/she uses through his/her Personal cabinet after the paid period is over.
7.9. In the event of early termination of this Agreement the amount of funds on a Licensee's Personal account is non-refundable.
7.10. A Licensee's Personal account can be credited by Promotional events of the Licensor.

8. LIABILITY. DISPUTE POLICY

8.1. The System is provided to a Licensee "as is" and in accordance with generally accepted international practices. This implies that the Licensor is not liable for any issues arising during installation, upgrade, support and using of the System (including issues of compatibility with other software products (packages, drivers etc.), discrepancies between the results of using the System and Licensee's expectations etc.). A Licensee must understand that he/she is fully liable for the possible negative consequences caused by incompatibility or conflicts of the System with other software products installed on the Licensee's computer or other device. The System is not intended for, and cannot be used in information systems operating in high-threat environment or servicing life support systems where the System failures may pose a threat to life or entail large material losses.
8.2. The Licensor is not liable for non-availability of the System due to reasons depending on a Licensee and third parties.
8.3. The Licensor shall have no liability in the event the access to the System is limited due to the lack of a Licensee's access to Internet.
8.4. The Licensor makes every reasonable effort to ensure normal functioning of the System and the Website but cannot be hold responsible for non-performance or improper performance of obligations under this Agreement, as well as direct or indirect losses incurred by a Licensee, including lost profit and possible damage, caused in consequence of

the following:
8.4.1. Improper actions of Internet users aimed at the breach of security of information or disrupt normal functioning of the Website and the System.
8.4.2. Absence of Internet connection (due to inability to install a connection, connection failures etc.) between the Licensor’s server and a Licensee’s server.
8.4.3. Performance of operational searches and investigational actions by government and municipal authorities and other organizations.
8.4.4. Establishing of control over economic activity of commercial organizations in Internet by government authorities or other organizations, and/or non-recurrent restrictions posed by the said bodies, hampering or preventing the fulfillment of this License Agreement.
8.4.5. Other cases related to actions or omissions of Internet users and/or other persons aimed at deterioration of general situation connected to use of the Internet and/or computer equipment existing at the date of conclusion of this License Agreement.
8.5. The Licensor reserves the right to suspend the Website or the System for maintenance, if possible at nighttime or during weekends and holidays.
8.6. A Licensee undertakes not to violate the Law or interests of third parties while using the System, including creating mailing lists, providing services (selling products) to the third parties. The Licensor shall not be liable for any actions of a Licensee performed while using the System, as well as it is not responsible for any failure of the Licensee to fulfill obligations to any third parties.
8.7. A Licensee bears his/her own responsibility for the safety of his/her Login and password and for any damages that may be incurred due to their unauthorized use.
8.8. The Licensor shall not be held responsible for subscriber's unavailability in case a Licensee activates the service of diverting calls from the Licensor’s phone number to a third party number used by the Licensee.
8.9. The Licensor does not bear responsibility in case if a Licensee indicates an incorrect or inexistent phone number while activating the service of call diverting from the Licensor’s number to a third party phone number.
8.10. The Licensor does not bear responsibility in case if a Licensee's Personal cabinet Login and password information becomes available to third parties.
8.11. Under any circumstances the Licensor’s responsibility is limited by an amount of the License remuneration.
8.12. In the event of any dispute or disagreement arising between the Licensor and a Licensee under this License Agreement or in connection with it, the Parties will take all measures to solve such disputes and disagreements by means of negotiation.
8.13. In the event is impossible to solve disputes and/or disagreements arising between the Parties by means of negotiation, such disputes are to be settled in a Moscow Arbitration Court or in courts of general jurisdiction at the Licensor’s place of location.

9. TERM AND TERMINATION

9.1. This Agreement takes effect upon its acceptance by a Licensee and remains effective until its termination by the Parties, and in regard with the transfer of Non-exclusive license during the time period set by the Tariffs.
9.2. This Agreement is an offer, and on the strength of current civil law of the Russian Federation the Licensor has a right to revoke an offer in accordance with the Article 436 of the Civil Code of the Russian Federation. In the even the Licensor revokes this Agreement during its term, this Agreement shall be deemed as terminated on the moment of revocation. The revocation is carried out by publishing the corresponding information on the Website.
9.3. This Agreement can be terminated ahead of schedule:
9.3.1. Based on the mutual agreement of the Parties.
9.3.2. Upon an initiative of the Licensor on a unilateral and unjudicial basis in the event a Licensee violates terms and conditions of this Agreement, without reimbursement of any funds paid by a Licensee prior to such violation.
9.3.3. Upon an initiative of the Licensor on a unilateral and unjudicial basis in the event a Licensee violates copyrights belonging to third parties without reimbursement of any funds paid by a Licensee prior to such violation.

10. OTHER PROVISIONS

10.1. The Non-exclusive License under this Agreement applies to all subsequent upgrades/new versions of the System.
10.2. By accepting terms and conditions of this License Agreement a Licensee confirms that he/she is legally entitled to process information that belongs to him via the System.
10.3. All issues not governed by this Agreement shall be solved in accordance with the Law.

11. LICENSOR’S REFERENCE DETAILS

Publishing date «14» september 2015.