

## **PUBLIC AGREEMENT (OFFER) OF INTERNET RESOURCE MOBIVION.COM**

Under this public agreement (offer) (hereinafter - Agreement) the Service Administration (hereinafter - the Administration) of MOBIVION.COM (hereinafter - Service) offers any interested person (hereinafter referred to as User) to use the services provided by the Administration using the functionality of the Service.

In accordance with this Agreement, the Administration offers Users the opportunity to order services related to the promotion of accounts on the ad Internet platforms

This agreement is recognized as an offer within the framework of English law, i.e. An offer is a proposal to enter into a contract in a manner which is sufficiently defined and which indicates the intention of the offer or to be legally bound by the contract to be entered into if the proposal is accepted."

Unconditional acceptance of the terms of this offer shall be deemed the beginning of the use of the Service in the amount available without registration and/or registration in the Service as a User. Use of the Service by the User means that the User accepts and agrees to comply with all of the conditions of this Agreement.

This Agreement regulates the procedure for the Administration of the Service to provide services using the functionality of the Service, as well as the execution of orders that have been issued by the Users on the pages of the Service.

The Service Administration, acting on behalf of , the Contractor under this Agreement, on the one hand, and any person who has accepted the terms of this offer, the Customer under this Agreement, on the other hand, have agreed to enter into this Agreement on the following terms below. For the purposes of this Agreement the User means any person, resident of the state, who is not restricted in any way under the sanctions of the European Union.

This Electronic Agreement shall be deemed to be equivalent to a written agreement signed by the parties.

### **TERMS AND DEFINITIONS**

**Internet Service (the "Service")** is a combination of software and hardware means for computers ensuring the publication of available information and data united by a common purpose for public viewing through technical means used for communication between computers on the Internet. The Service is available by a unique letter combination. The Service in the Agreement means the site located on the Internet at the address - <https://mobivion.com/>

**Administration of Internet Service (the "Administration")** - is presented by representatives of the Service, which are authorized by the owner of the Service to manage the Service and control its operation under this Agreement. The Service Administration in this Agreement means.

**Internet Service User (the “User”)** means a person who uses the Service in the manner regulated by this Agreement and other documents published on the pages of the Service.

**Services** - a set of software and information methods and ways that are used by the Administration to provide the User with the result, that is expected providing the selected amount and type of services within the Service.

**Personal profile** is an aggregate of protected pages in the Service created during the User's registration.

**Account/Profile** is a unique name (login) and password for access of the User's personal pages within the Service.

**Rate** - the proposed amount and type of Services offered to Users for ordering as part of the Service.

**Service Object** is an account on online platforms (YouTube, TikTok, Vkontakte, etc.), in relation to which the Administration provides services as part of the Service.

**Public agreement (offer) of Internet Service** - that is this Agreement, published at - <https://mobivion.com/public-agreement/>

## 1. SUBJECT OF THE AGREEMENT

1.1 This Agreement regulates the relations between the Administration and the User while the User is using the functional capabilities of the Service and its services.

1.2 This Agreement has been developed by the Administration and contains the basic norms and rules upon which the Service functions. This Agreement may be supplemented by the terms and rules contained in the attachments and other documents, which regulate the relationship within the Service and are published on its pages, as well as the terms and rules posted by the Administration on the pages of the Service in the form of information materials, explanations, etc.

1.3 The Service is an online platform within which the Administration provides services to its Users in strict compliance with this Agreement, as well as other documents governing the operation of the Service and the relationship between the User and the Administration.

1.4 The Administration provides the User with the possibility to get acquainted with the Rates, which are published in the User's Personal profile and on the pages of the Service.

1.5 The Administration reserves the right to make changes in the wording of this Agreement, notifying the User by posting the new version of the Agreement on the Internet. The User shall be obliged to follow the changes made to the Agreement on a regular basis. If the User does not agree with the new version of the Agreement, the User must immediately stop using the Service. If the User continues to use the Service after the new version of this Agreement comes into effect, the User thereby confirms their full consent to the new version of this Agreement.

1.6 The User must read this Agreement in its entirety before ordering a service. Using the Service means the User's full and unconditional acceptance of

this Agreement in accordance with the norms of current legislation of the United Kingdom.

## **2. ACCEPTANCE**

2.1 In order to fully use the functional capabilities of the Service and services, the User must accept this Agreement.

2.2 The acceptance of this Agreement is the User's complete acceptance and consent to the terms of this Agreement, as well as other documents, which regulate the functioning of the Service and are posted on its pages.

2.3 From the legal point of view, the acceptance of this Agreement is the legal actions of the User aimed at using the functional capabilities of the Service. Such actions include the User going through the registration procedure of the Service and thus such person is assigned the legal status of "User" or starting to use the Service without registration, to the extent that it is allowed by the functional capabilities of the Service.

2.4 The User is forbidden to use the functional capabilities of the Service (its services) without full and unconditional consent to the terms of this Agreement.

2.5 All the electronic documents, notifications and declarations of will created or made remotely through the Service and under this Agreement shall be deemed to be validly executed in simple written form.

2.6 The term of acceptance of this Agreement is not limited or set personally.

## **3. REGISTRATION**

3.1 The Administration offers the User to go through the registration procedure on the Service platform, in order to get access to the functional capabilities of the Service.

3.2 The User has the opportunity to go through the registration procedure and obtain the legal status of a registered User.

3.3 The registration procedure in the Service can be carried out in the traditional way (generally accepted in the Internet), through filling out the registration form (questionnaire) and confirmation of registration by clicking on the link in the letter for authorization in the Service, or by authorization through the proposed sites (VK).

3.4 When going through the registration procedure in the Service, the User must fill out the registration form (questionnaire), which contains the User's personal data. After filling out the registration form, a link is sent to the User's email address, which the User must click to confirm their email address. After the first authorization in the Service, the Administration provides the User with access to the personal account and the functionality of the Service.

## **LEGAL STATUS OF THE ADMINISTRATION**

4.1 The Administration acts on behalf of the Service, within the framework of this Agreement and other documents, which regulate the operation of the Service.

4.2 The Administration controls the functioning of the Service, its efficiency, as well as the actions of users in the process of using the functional capabilities of the Service.

4.3 The Administration reserves the right to restrict access to the Service to the User who violates the terms and conditions of this Agreement, as well as other documents, which regulate the order of use of the Service.

4.4 The Administration has the right:

4.4.1. at any time change the design of the Service, its Content, the list of services, modify or supplement the software and other objects used or stored in the Service, any server applications at any time with or without prior notice;

4.4.2. if necessary, send to the User by e-mail and other available methods messages concerning the use of the Service, the procedure for the provision of services, etc;

4.4.3. change the conditions of the account or terminate the account (temporarily or permanently) with or without prior notice;

4.4.4. change or delete any Content that at the Administration's discretion violates and/or may violate the laws of the United Kingdom, provisions of the Agreement, and third party rights, and suspend, limit or terminate the User's access to all or any part of the Service with or without notice;

4.4.5. request, at any time and in any form, the User's consent to the processing of personal/commercial data;

4.4.6. import and retain personal/commercial data, to which the User has been granted access;

4.4.7. set additional restrictions on the use of the Service, and change such restrictions at any time;

4.4.8. carry out other actions to improve the quality and convenience of the User's use of the Service.

4.5 The Administration undertakes:

4.5.1. to provide the information and personal data provided by the Users to third parties and other users, subject to the provisions of this Agreement and the norms of the current legislation of the United Kingdom.

4.5.2. The list of the Administration's rights, regulated by clause 4.4. of this Agreement, is not exhaustive.

## **5. LEGAL STATUS OF THE USER**

5.1 As a result of completing the registration procedure, the User is assigned a legal status of the registered User of the Service.

5.2 The User's legal status enables the User to use the functional capabilities of the Service and order services according to the chosen Rates.

5.3 The User undertakes to provide the Administration with all necessary information, materials and data, which the Administration may need for the provision of services.

5.4 The User shall be entitled to:

5.5.1. order services according to the chosen Rates;

5.5.2 become acquainted with the informational materials published on the pages of the Service;

5.5.3 exploit the functional capabilities of the Service;

5.5.4. demand that the Administration complies with the terms of this Agreement, as well as other documents regulating the operation of the Service;

5.5.5. send to the Administration requests regarding the functioning of the Service and the procedure for the provision of services.

5.6 The User undertakes:

5.6.1. to comply with all the terms of this Agreement and other documents governing the operation of the Service;

5.6.2 to provide only truthful data, and further make necessary corrections if such data is changed as provided by this Agreement, as well as other documents governing the relationship between the Administration and the User.

5.6.3. not to use the services provided by the Administration for illegal purposes, or for purposes that may in any way damage the Service and/or third parties.

5.6.4. not disclose confidential information, which has become known to it as a result of the relationship with the Service;

5.6.5. not to perform any actions, prohibited by the Agreement, on the Service;

5.6.6. not violate the policy of citing, copying and distribution of the Content, which is a standard practice on the Internet;

5.6.7. at least once every two (2) months to review the contents of this Agreement and other rules, which regulate the order of providing services by the Administration and the order of using the Service;

5.7 When using the Service, the User is forbidden:

5.7.1. to use the Service in any way that may interfere with the normal functioning of the Service and its elements;

5.7.2 to upload, store, publish, distribute, provide access to, or otherwise use viruses or other malicious programs;

5.7.3. yo perform actions aimed at destabilizing the operation of the Service, attempt to gain unauthorized access to the Service or its closed sections, or perform any other similar actions;

5.7.4. to use automated scripts (programs) to collect information and/or interact with the Service;

5.7.5. to try to access another User's account, including via hacking, in any way, against the will of the registered User to whom it belongs;

5.7.6 The list of obligations and restrictions of the User, governed by paragraphs 5.5 and 5.6 of this Agreement is not exhaustive.

## **6. PROCEDURE OF ORDERING AND RENDERING THE SERVICES**

6.1 In order to get the Services, the User must first select the Rate he is interested in and pay for it.

6.2 The Rate is selected and ordered using the Service software.

6.3 The parties have agreed that the Acceptance Act (the offer) of the services provided under this Agreement shall be made between the parties in electronic form. The date of the Acceptance Act of services rendered by the Administration shall be deemed to be the date of termination of services rendered by the Administration. If within one calendar day from the end of provision of services by the Administration the User fails to send to the Administration a motivated refusal to accept the services, the Acceptance Act shall be considered agreed by the User and the services shall be accepted in full and without complaint.

## **7. RATES AND PAYMENT PROCEDURE**

7.1 Under this Agreement the User shall pay the Administration for the selected Ratef, the list and cost of which is published in the Personal profile of the User and on the pages of the Service.

7.2 The User understands and confirms that any financial transactions made by the User within the Service (other than direct payments for the selected Rate) are considered advance payments by the User for future orders, which are recorded for the User and can be checked out by the User in his Personal Profile.

7.3 Payments under this Agreement shall be made on a one hundred percent prepayment basis, by the methods offered on the pages of the Service.

7.4 Payment under this Agreement shall be made in the EU currency - euros. Additionally the currency of payment may be agreed upon between the parties.

7.5 The parties confirm that refunds of the money paid by the User at the time of order placement are regulated by a separate Service Regulation, namely the "Refund Policy" regulation.

## **8. INTELLECTUAL RIGHTS**

8.1. All objects available through the Service, including design elements, text, graphics, illustrations, video, computer programs, databases and other objects (hereinafter referred to as the content of the Service), as well as any content posted on the pages of the Service, are subject to the exclusive rights of the Administration and other right holders.

8.2 The use of content and any other elements of the Service is possible only within the functionality of the Service. No elements of the content of the Service, as well as any content posted on the pages of the Service, may be used in any other way without the prior permission of the right holder. Use includes, but is not limited to: reproduction, copying, reprocessing, distribution on any basis, framing, etc. Exceptions are the cases expressly provided by the law or conditions of use of this or that functionality of the Service.

8.3 The User's use of the Service's content elements and any content for personal, noncommercial use is allowed, provided that all copyright, related rights, trademarks and other proprietary notices are retained, the name (or pseudonym) of the author or copyright holder remains intact, the corresponding object remains

unchanged. Exceptions are cases expressly provided by the law or other documents which regulate the operation of the Service.

## **9. PERSONAL PROFILE**

9.1 When the User registers with the Service, the User obtains access to a personal account for the convenience of using the Service and the Administration's services. The Personal profile is understood to be a set of secure pages in the Service created during the User's registration.

9.2 Access to the Personal Profile is made by the User by entering the User's Login Information.

9.3 For convenient navigation in the User's Personal profile there is a menu with the content of available functions, including: placing a new order, order history, rates, the possibility of advance payment, referral program of the Service, etc.

## **10. TERM OF THE AGREEMENT**

10.1 This Agreement comes into force from the moment of its acceptance by the User and is valid for the whole time of using the Service and its services by the User.

10.2 Early termination of this Agreement is made by sending a notice by the User to the Administration.

10.3 The Offer of this Agreement is valid from the moment of its publication on the pages of the Service and is valid for an unlimited amount of time.

## **11. CONFIDENTIALITY**

11.1 The procedure of processing of users' personal data is regulated by the Regulation on Confidentiality of Personal Data.

11.2 The Administration guarantees the collection, processing and storage of personal data of users in strict compliance with the Regulation of the European Parliament and Council (EC) 2016/679 of 27 April 2016, international normative legal acts in the sphere of collection, processing, protection and use of personal data, as well as the generally accepted rules on processing, storage and transfer of personal data in the Internet, and other normative legal documents, which regulate the processing, storage and transfer of personal data in the Internet.

11.3 By accepting this Agreement, the User gives consent to sending (by the provided personal and personal contact data) information, advertising and other letters, requests, notifications, etc., in relation to the services of the Administration, as well as services of third parties, which are in partnership relations with the Administration.

## **12. FORCE MAJEURE**

12.1 The Administration is released from the responsibility for partial or full default of obligations under this Agreement, if such default was a consequence of force majeure circumstances that arose after the publication of this Agreement as a result of force majeure, which the parties could not foresee or prevent.

12.2 The parties refer to force majeure circumstances as events that make it impossible for the respective party to fulfill its obligations under the Agreement: earthquakes, floods, other natural disasters, fires, nuclear and other industrial accidents, as well as strikes, military actions, civil disturbances or acts of state authorities that prevent the execution of the terms of the Agreement. All other obstacles irrespective of their nature or characteristics shall not be considered force majeure, except for those obstacles specifically recognized by the parties as having been caused by force majeure.

### **13. LIABILITY**

13.1 For non-performance or improper performance of obligations under this Agreement the Parties shall be liable in accordance with the laws of the United Kingdom.

13.2 The Party that has caused damage to the other Party shall compensate this damage in accordance with the laws of the United Kingdom.

13.3. The Administration shall be liable for violation of the terms of this Agreement in the amount of the damage caused and the loss of profit, but not more than the price of the contractual relationship arising between the Parties.

### **14. DISPUTES**

14.1 All disputes and disagreements arising out of or in connection with this Agreement, shall be resolved by the parties by negotiation

14.2 The claim procedure of pre-trial settlement of disputes arising out or in connection with the Agreement is mandatory for the Parties.

14.3. Letters of claim shall be sent by the Parties by courier, or by registered mail with notification of receipt to the addressee at the location of the Parties.

14.4 Letters of Claim shall not be sent by the Parties by any other means.

14.5 The term of consideration of the letter of claim is 15 (fifteen) calendar days from the date of receipt by the addressee.

14.6 If it is impossible to reach an agreement in negotiations or refusal to negotiate, disputes and disagreements arising from the Agreement or in connection with it, including those concerning its performance, violation, termination or validity shall be considered in the court at the location of the Administration, in the manner prescribed by the current legislation of the United Kingdom.

### **15. FINAL PROVISIONS**



15.1. The Parties confirm that they have fully read the terms and conditions of this Agreement and confirm that they have sufficient rights to enter into contractual relations, which are provided by the terms of this Agreement.

15.2 This Agreement, is a public offer and contains all essential conditions which are necessary for its conclusion.

15.3. The Parties undertake to notify each other within two days if their information changes. The Administration has the right to notify each other by publishing the relevant information on the pages of the Service.

15.4 As part of this Agreement, the Parties have agreed that the correspondence between the Parties, by means of official email addresses, is the official correspondence between the Parties, which is the basis for the acquisition and termination of any rights and obligations under this Agreement.

15.5 This Agreement shall be governed by the applicable laws of the United Kingdom, norms of international law, as well as legal documents, which are published on the pages of the Service.

15.6 If any terms and conditions are declared invalid under the applicable laws, the remaining terms and conditions shall remain in full force and effect.

15.7 The Administration's e-mail address for consideration of users' requests: [support@mobivion.com](mailto:support@mobivion.com).

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