

Public offer (service delivery agreement)

According to the Article 437 of the Civil Code of the Russian Federation, this Public offer (hereinafter – the Agreement) is an official propose of LLC "Electronic Bill System" (PSRN/TIN 1155022000286/5022047428), legal address: 140408, Moscow region, Kolomna, 42B, Partizan street (hereinafter – the Administrator) to conclude this Agreement on the terms set out below. This Agreement is addressed to individuals and legal entities, who have full legal capacity (hereinafter – Users, Drawers).

This Agreement is about using of website, connected with domain name <http://e-veksel.ru> (hereinafter – the Website), self-service Terminals (hereinafter – the Terminals) and their functional opportunities.

When co-mentioned in the text of the Agreement the Administrator and the User also called Parties and each separately – Party.

Each of the Parties warrants to the other party that it has the necessary amount of rights and powers, necessary to enter into and perform this Agreement according to its terms.

The current version of this Agreement is always posted on the website at <http://e-veksel.ru/oferta.pdf>, and are invited to familiarize the User until the adoption of the terms of Agreement and registration on the Website.

This Agreement shall enter into force and become legally binding contract between the User and Administrator since User's registration on the Website.

An Administrator may change the terms of this Agreement unilaterally; meanwhile the new version of the Agreement shall enter into force from the moment established by this Agreement.

- 1. Subject of Agreement**
- 2. General rules about registration on the Website**
- 3. Purchase order, receipt and payment of Promissory notes**
- 4. The rights and obligations of the Parties**
- 5. Responsibilities of the Parties**
- 6. Intellectual property**
- 7. Final provisions**

BASIC TERMS AND DEFINITIONS

Acceptance – full and unconditional agreement to the terms of this Agreement.

Receiving notice of acceptance of the User, the Administrator acknowledges the User's registration on the Website, and the Agreement is deemed to be accepted on the terms specified in this Agreement.

Self-service terminal, terminal – electronic program-technical complex, synchronizing the Website with a help of Internet, which is placed in the public areas, having an opportunity to print promissory notes on special forms, recording such transactions. In addition, the Terminal is equipped with a special reception device, which is able to recognize the information on the promissory notes, withdraw them, accept payments from the Drawers and give them money for promissory notes. The Terminal is used to sign in to User's account, through which can be implemented: receiving/issuing of promissory notes; reception/cashing of promissory notes; viewing the information about the current status of payments on promissory notes.

Service (services) - is a set of technical and technological capacities of the site and/or Terminal, other services provided by the Administrator, and implemented with account.

Account – is not available to the public access part of the Website and/or Terminal, containing personal information and files of the User, as well as menus and tools for implementation by the Drawer receiving and/or refunding (repayment) of the promissory note. Log in to your account is made by typing a username and password on the Website or in the Terminal.

Registration – is a process of obtaining a username and password. The procedure of registration is specified in section 2 of this Agreement.

Login – is an e-mail of the User that was specified in the registration form and is used to log on to the Website and/or Terminal.

Password – is a sequence of letters, numbers, and symbols that is granted to the User by the Administrator after the registration.

Promissory note – is a security according to which the Issuer undertakes to pay a certain sum of money to the Drawer within a certain period.

The Issuer – is registered on the website legal entity, who, while using the Service, placed his bids for the production of promissory notes, which the User can purchase, responding to such request by doing required actions.

Application – is an announcement about the promissory notes issuing, hosted by the Issuer while using the Service. The Application contains the conditions on which the promissory note can be issued.

1. SUBJECT OF THE AGREEMENT

1.1. According to this Agreement, the Administrator gives to the User the ability to use the Service (Website and Terminals) by obtaining the information and other services concerning promissory notes, which are proposed by the Issuers on the Website of Administrator.

1.2. The user acknowledges that the Website and Service are the results of intellectual (creative) activity, and accepts Service "as it is". The user has the right to refuse using the Service (Terminals and Website) at any time in its sole discretion.

1.3. The Administrator may not provide some features of the service (Website and Terminals) in the manner and cases provided by the present agreement.

2. GENERAL PROVISIONS ON REGISTRATION

2.1. User's registration is free and voluntary.

2.2. During registration, the User is required to provide Administrator with the necessary, accurate and current information about themselves according to the list of questions in the new user registration form. The Administrator has the right to suspend or cancel, without notifying the User, his registration in case of the provision of incorrect information, or if he does not fulfill the conditions of this Agreement.

2.3. For registration the user shall carry out the following steps:

2.3.1. When registered through the Website:

2.3.1.1. Fills out the registration form located on the Website at the following address: <http://e-veksel.ru/register.aspx>. In order to successful (correct) registration of the form, the user must:

- Enter his email address, which will be the login of the User and will be used for sending by Administrator to the User required messages/notifications;
- indicate his mobile phone number to be used when sending by Administrator service SMS, including advertising;
- fill in all the fields of the registration form by specifying reliable information;
- familiarize himself with the terms of this Agreement.
- After filling in the registration form and familiarization with the terms of this Agreement, user is in the graph "I accept the terms and conditions of the public offer" puts the corresponding mark (tick) in acceptance by the User of the terms of this Agreement, then confirming registration by entering the code received on his mobile phone by SMS.

2.3.1.2. 2 After the implementation of the actions referred to in paragraph 2.3.1.1., the Website automatically creates a user account, and on e-mail, specified by the User when filled out the registration form, is sent an email containing within itself a hyperlink to activate a user account on the Website, and his password to log in to his account.

2.3.1.3. The User logs into his e-mail, provided by himself, when filled out the registration form, and commits acts by activating the hyperlink to the Website contained in the electronic letter (clicks on a link). When you click a hyperlink, in the browser window the user login window appears, in which he enters his login (email address) and password (received in a letter from the Administrator).

2.3.1.4. After a successful filling of login and password, the User enters his personal account, where may change his password in the settings.

2.3.1.5. The procedure of Registration and successful first account login is considered as Acceptance.

2.3.2. When you register through the Terminal:

2.3.2.1. Fill out the registration form at the Terminal. In order to successful (correct) registration of the form, the User must:

-Enter his email address, which will be the login of the User and will be used for sending by Administrator to the User required messages/notifications;

- indicate his mobile phone number to be used when sending by Administrator service SMS, including advertising;

- fill in all the fields of the registration form by specifying reliable information;

- familiarize himself with the terms of this agreement, which will be available for reading during the registration on the Terminal;

- After filling in the registration form and familiarization with the terms of this Agreement, User in the graph "I accept the terms and conditions of the public offer" puts the corresponding mark (tick) in acceptance by the User of the terms of this Agreement, then confirming registration by entering the code received on his mobile phone by SMS.

2.3.2.2. After the implementation of the actions referred to in paragraph 2.3.2.1., the Website automatically creates a user account, and on the mobile phone, specified by the user when filled out the registration form, is sent an SMS containing within itself a password to log in to his account.

2.3.2.3. To sign in to his account, the User must enter login (his e-mail address) and password (obtained in an SMS from Administrator).

2.3.2.4. After a successful filling of login and password, the User enters his personal account, where may change his password in the settings.

2.3.2.5. The procedure of Registration and successful first account login is considered as Acceptance.

2.4. By accepting the present Agreement by registering, the User gives his consent to Administrator to collect, systematize, accumulate, storage, update, modify, use, circulate and transfer the Drawer's data, as well as to third parties, with whom the Administrator has contract, associated with the enforcement of this Agreement. Processing of personal data is carried out in accordance with the legislation of the Russian Federation. The Administrator processes the personal data of the User to give him the opportunity to use the Website services.

2.5. The Administrator shall take all necessary measures to protect User's personal data from unauthorized access or unauthorized alteration, disclosure or destruction.

In other cases, disclosure of information provided by the User may be made only according to the current legislation of the Russian Federation, on the request of a court, law enforcement agencies, as well as in other cases stipulated by legislation of the Russian Federation.

The User has the right to revoke previously given agreement to the processing of his personal data by sending a written notice to the Administrator (hereinafter –Written notice). After reception of Written notice, this Agreement shall be deemed terminated.

In addition, User, accepting this Agreement by registering, agrees to receive the service SMS, including advertising, from the Administrator.

2.6. After registration, the User is able to log into his account, as using the Website, as with the help of the Terminal, using his login and password.

3. ORDER OF ACQUISITION, RECEIPT AND PAYMENT OF PROMISSORY NOTES. CANCELING OF THE OPERATION.

3.1. Purchasing of promissory note

3.1.1. To purchase the promissory note, the User must log on to the Website or the Terminal under his account.

3.1.2. In a special section of the site or the Terminal, where the applications located, choose a proposal that is interesting to you, and go to the proposal on the application form.

3.1.3. After reviewing the proposed conditions for issuing promissory notes and deciding on reception of such promissory note on conditions specified in the request, click the "Get" button, then the screen will display a form to fill out. In this form, the User must specify the amount, time and address of the Terminal, which should give money on User's demand to refund the promissory note or receive the interest. Details of the Issuer and of the Drawer will be filled in automatically.

3.1.4. Filling out the form, the User clicks the "Get" button and in front of him appears the agreement on the procedure for granting of a promissory note, in which, among other things, there is a condition that, in the manner provided by p. 2 art. 160 of the Civil Code of the Russian Federation, signature of the Drawer on the promissory note will be implemented in the form of a handwritten signature. Equivalent to a handwritten signature is specified as a set of letters and numbers, the exact order of which will be displayed in the agreement during the procedure for granting a promissory note. After pressing the "agree" button, the User will receive on his mobile phone an SMS with a verification code, which he must enter in the dialog box that appears after he clicks "agree" button. Entering the received code in the dialog box and clicking "continue" button means the User's unconditional acceptance of using a handwritten signature by the Issuer, as stated in the agreement on the procedure for granting a promissory note.

3.2. Receiving of the promissory note

3.2.1. After completing all the steps described in section 3.1., the User will be prompted to make cash in the amount specified by the User in a form (paragraph 3.1.3 of this Agreement). Payment is made by cash through the Terminal or non-cash on the Website.

3.2.1.1. When the User makes the necessary sum of money via the Terminal, he receives a printed promissory note, containing all requisites provided for in para. 3.1.3. of this Agreement.

3.2.1.2. Making money in a non-cash way through the Website, the User gets the ID number of his promissory note. In the Terminal by logging into his Account, the User can print a promissory note by entering its ID, confirming the operation by code input, to be received via SMS, sent to the User's mobile phone number.

3.3. Refund of the promissory note

3.3.1. On the date specified in the promissory note, or, if possible, early refund of promissory note, the User receives money through the Terminal.

3.3.2. To get cash, the User must refer to the Terminal at the address specified in the promissory note, log in to his account and make the promissory note to the Terminal to refund. Terminal using the barcode on the promissory note and using the Service automatically determines the conditions on which this promissory note was presented to the User and, if the maturity has come, the User receives an SMS with a confirmation code. After entering the received code, the Terminal prompts the User with the money, leaving the promissory note in its intake. If at the time of payment of the promissory note or getting of interest will not be enough money in the Terminal, then the User will be printed a check, which will indicate the date and time when the funds will be available in the same Terminal.

3.3.3. If the User wishes to make the early repayment, he, through his account, should write the appropriate application to the Issuer. In case of approval of such an application, the Issuer tells to the User date when the promissory note may be repaid. Early repayment of promissory notes shall be effected in the same manner as provided by subchapter 3.3.2. of this Agreement, but in terms of early repayment.

3.3.4. The parties hereby agree that if amount payable to the User is not a multiple of 100r., the amount is rounded down to the multiplicity is 100r. payable to the User, and the amount by which it was reduced, user selects to be credited to his mobile phone number, provided at registration, or is transferred to the charity fund "Children are our everything." For example, the User is subjected for payment of 1 378 rubles. This amount

is rounded to 1300 rubles, and rest 78 rubles shall be credited to the User's mobile phone number, specified at registration, or at the User's request is transferred to the Charity Fund.

3.4. Cancellation of Promissory note acquisition

3.4.1. If there is not enough money to pay to the Terminal, when you purchase promissory note (p. 3.2.1.1. hereof), the User can cancel the operation of the promissory note acquisition, or agree to receive promissory note at a lower amount than the one originally specified when filled out a form (paragraph 3.1.3 of this Agreement). If the transaction for the acquisition of promissory note is undone, the Terminal returns to the User made money.

3.4.2. If at the time of cancelation of the transaction it will not be enough money in the Terminal, then the User will be printed a check, which will indicate the date and time when the funds will be available in the same Terminal.

3.4.3. Upon receipt (return) of cash by check, the User must enter the ID that is specified on the cheque, in the Terminal in the provided space and enter code received by SMS.

4. THE RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. User rights

4.1.1. The User receives the right to use the service for his own personal use (and Terminal).

4.1.2. Has the right to change his account password. User chooses a way of storing the password and bears full responsibility for its safety. User's hardware and software can implement its password (using cookies) for subsequent automatic authorization on the Website.

4.1.3. The User has the right to appeal to an Administrator with proposals for improving the work of the service (Website and Terminals).

4.1.4. The User has the right to request explanations from the Administrator in case if from the point of view of the User, the Administrator improperly blocked his account or limited access to the service.

4.1.5. The User has the right to apply to the Administrator with complains on other users if their actions violate the provisions of this Agreement.

4.2. Obligations of the User

4.2.1. Before registering to familiarize themselves with the text of this Agreement and periodically check for changes to the Agreement and its annexes. This Agreement may be amended and/or supplemented by the Administrator unilaterally without any special notification. This agreement is open and public. If the User continues using the Service (Website or Terminals) he (log into his account) after any changes and/or additions to this Agreement, it means that the User agrees and accepts such changes and/or additions.

4.2.2. Specify the full and accurate personal data, which shall be entered in the registration form during registration. In case of changing of personal data, specified during registration, the User agrees to notify the Administrator in writing or by e-mail at support@e-veksel.ru within 2 (two) calendar days from the date of the change. Otherwise, the Administrator is not responsible for the consequences that may occur. If the User will provide with incorrect personal data and/or the Administrator has substantial grounds for believing that the data provided were incorrect and/or does not correspond to reality, the Administrator has the right to suspend or cancel the registration and to refuse the User in using the service.

4.2.3. Do not specify during registration personal information of another person and/or perform actions on behalf of such a person.

4.2.4. If you suspect any unauthorized attempt to access your account, as well as if you've lost your login and/or Password immediately notify an Administrator by e-mail support@e-veksel.ru All activities conducted using your login and password, are deemed to be committed by the User and the administrator does not bear any responsibility.

4.2.5. Comply with the provisions of the legislation of the Russian Federation, the present agreement and other special documents posted by the Administrator.

4.2.6. Does not provide access to your account to any third party.

4.2.7. Not violate the operability of the Website by posting information that contains viruses, creating an additional load on the server, application programs, not caused by functional content of information resource and in other ways.

4.2.8. On demand of the Administrator to provide copies of documents, confirming the authenticity of the User's personal data specified during registration.

4.3. The Administrator has a right to

4.3.1. At any time to change the Website and Terminals appearance, modify or supplement used scripts, software and other items used or stored on the Website, any server application at any time with or without prior notice.

4.3.2. To delete User's account, which means automatic deletion of all User's information entered during registration. After deleting the account, the User loses the right to access the service.

4.3.3. Any way and means to send to the User information about the development of the service, as well as advertise his activities and services.

4.3.4. The Administrator has the right to place on his Website and Terminals the advertising.

4.3.5. Refuse to register a user account, which was previously deleted for violation of the terms of this Agreement.

4.3.6. Modify this Agreement without any special notification. Any modifications to the Agreement shall enter into force on the date of publication of the new edition of the Agreement on the Website.

4.3.7. Prompt the user for information and/or documents confirming the authenticity of the User's personal data.

4.4. The Administrator is obliged to

4.4.1. Ensure the functioning and efficiency of the service (the Website and Terminals) and to restore serviceability in case of technical glitches and interruptions.

4.4.2. To comply with privacy policy to Users, keep secret and not to disclose to third parties the User's personal data (including, but not limited to, home addresses, telephone numbers, e-mail address, passport data, banking information) without receiving prior permission.

4.4.3. Provide the User through his Account information about history of promissory notes (received/cancelled).

5. RESPONSIBILITY OF THE PARTIES

5.1. The Parties bear responsibility for fulfillment of obligations under the present contract in accordance with the legislation of the Russian Federation.

5.2. Limitation of the Administrator's liability

5.2.1 The Administrator is not responsible for the acts or omissions of any person, concerning the use of the Service or the formation and content of applications by the Issuers. The administrator provides only a technical possibility to use the Service.

5.2.2. The Administrator is not responsible for any damages that may be caused to the User, because of not fulfilling its obligations under the Issuers.

5.2.3. The Administrator is not responsible for the violation of this Agreement by the User, and reserves the right, at its sole discretion, suspend, restrict or terminate the User's access to the service at any time for any reason or without giving any reasons, with or without prior notice; not responsible for any harm that may be caused to the User by such action.

5.2.4. The Administrator is not responsible for user's desires and mismatch of really received results from use of the service. The Administrator does not guarantee and does not promise any specific results from use of the service.

5.2.5. The Administrator is not responsible for the temporary disruptions and interruptions of service (Website or Terminals).

5.2.6. The Administrator is not responsible for unauthorized use of the User ID, password or User's phone. Actions carried out when using the user ID, password, and phone number are considered as used directly

by a user, even if the user did not use them. All responsibility for storing user ID, password, and phone number rests with the user.

5.3. The Parties shall not be liable for the total or partial failure of performing their obligations under this agreement, if the failure of these obligations is the result of force majeure, that is causes the parties upon the circumstances, they could not prevent, including riots, restraining the actions of the authorities, the change of the current legislation of the Russian Federation, natural disasters, fires, disasters and other force majeure, as well as interruptions in power supply, global disruptions in Russian and international segments of the Internet, routing systems failures, failures in the distributed domain name system, failures caused by hacker and ddos-attacks. The Parties shall, in writing or by electronic mail (e-mail) to notify each other about the existence of force majeure within 7 (seven) days after the date of their occurrence.

If the force majeure directly affected on the fulfillment by the parties of obligations within the term set out in this agreement, this period is extended in proportion to the duration of the relevant circumstances. If the impossibility of the parties' obligations under this agreement will last more than 2 (two) months, the parties have the right to terminate this agreement.

6. THE CONDITIONS OF INTELLECTUAL RIGHTS

6.1. The Website contains (or may contain) links to other Internet sites (third party sites), which are the result of intellectual activity and protected in accordance with the legislation of the Russian Federation.

6.2. The Administrator grants the User a personal, non-exclusive and non-transferable right to use the software provided, provided that neither the User nor any other person, with the assistance of the User will not copy or modify the Website or Terminal software; create programs that derive from software of the Website or Terminal; penetrate into the software of the Website or Terminal for the purpose of obtaining the program codes; sell, assign, lease, transfer to third parties in any other manner the rights in and to the software provided to the user, as well as to modify the software of Terminal or Website, including for the purpose of obtaining unauthorized access to it.

6.3. All objects placed on the Website and Terminals, including designs, text, graphics, images, illustrations, video, scripts, software, music, sounds and other objects and their collections are subject to the exclusive rights of the Administrator.

6.4. Nothing in this Agreement shall give the User the right to use a trade name, trademarks, domain names and other distinctive signs of the Administrator.

7. FINAL PROVISIONS

7.1. In all that is not regulated by this Agreement shall be governed by the current legislation of the Russian Federation.

7.2. All possible disputes over the Agreement shall be resolved in accordance with the current legislation of the Russian Federation.

7.3. The User hereby and the Administrator came to a mutual agreement that all messages, confirmation, agreements and other documents (including electronic form) sent under this Agreement with an e-mail address, specified during registration on the email address admin@e-veksel.ru, as well as from the e-mail address admin@e-veksel.ru to User's e-mail address, specified during registration, are considered electronic documents signed by simple electronic signature. Information and documents in electronic form, signed by a simple electronic signature, are recognized as electronic documents equivalent to paper documents, signed original signature of the person who sent this electronic document.

7.4. This Agreement shall enter into force upon its Acceptance by the User.

7.5. This Agreement is amended since posting the new edition of the Offer at the address <http://www.e-veksel.ru>.

7.6. This Agreement shall be deemed terminated unilaterally out of Court, since removing the User's account, as well as in case of withdrawing of the consent to the processing of his/her personal data.