



## AGREEMENT ON SALE OF DIGITAL GOODS AND SERVICES AT "DIGILIFE"

(public offer)

### 1. GENERAL PROVISIONS.

- 1.1 Implementing goods and services while using the services and features of the platform "DIGILIFE.RU" it is possible, subject to the rules defined in this implementation agreement "goods and services using the" DIGILIFE.RU "(hereinafter referred to as Agreement).
- 1.2 this agreement in accordance with article 437 of the Civil Code of the Russian Federation is writing a public offer of the society with limited liability "Business service" for any client platform DIGILIFE.RU. After the approval of the Client DIGILIFE.RU this document (acceptance) in the prescribed manner the present agreement takes force of the Treaty and shall be subject to compliance by the parties.

### 2. terms and definitions.

- 2.1 business platform "DIGILIFE.RU" (hereinafter referred to as DIGILIFE.RU) is a combination of software and hardware that enable information and technological interaction to build modern channels of sales of goods and services Internet sales and implementation of settlements between all participants.
- 2.2 DIGILIFE.RU features and services (hereinafter Services DIGILIFE.RU)-specialized software systems that enable communication between all participants in the Commission of using Internet action aimed at the realization of specific types of goods and Services Committee.
- 2.3 Agent-unit Business service LTD, which undertakes to implement the goods and services of cargo on its own behalf, but at the expense of the Consignor.
- 2.4 the Principal is a natural or legal person, in accordance with the established procedure in the registration DIGILIFE.RU and having individual login (e-mail) and password.
- 2.5 Project is a set of organizational, informational and other actions carried out within the framework of the Principal DIGILIFE.RU using one or several services aimed at the realization of DIGILIFE.RU goods and Services Committee.
- 2.6 Project is a set of specific events, activities, facts, rules, terms of sale and other obligations of the Consignor of the goods is transferred to the agent for the implementation of the third party. Conditions of the project are an integral part of the project and are stored in the personal area DIGILIFE.RU.
- 2.7 personal cabinet DIGILIFE.RU (hereinafter referred to as "Cabinet DIGILIFE.RU)-part of the website DIGILIFE.RU as a Web page (Web pages) that is automatically created for Him after registration. Using the functions placed in the Cabinet, uses Principal DIGILIFE.RU features and services. Cabinet DIGILIFE.RU access is carried out via login and password specified by the user during registration at DIGILIFE.RU.

- 2.8 By DIGILIFE.RU-Cargo account in DIGILIFE.RU, which takes into account all funds received from the sale of goods and services of cargo using DIGILIFE.RU Services. The account is automatically created for Him after registration.
- 2.9 Goods-subject, product, other object production, creativity expressed in a tangible form (physical goods) or intangible (services, digital goods) to the Agent on ownership.
- 2.10 tariff plan-set rates of Commission Agent when selling goods and Services Committee. The size of the Commission rate is approved by the Agent. Tariff plan regulates the terms of payment of the Commission fee for all the parties to the transaction: the Principal, Middleman, the buyer.
- 2.11. the present section is not exhaustive for the interpretation of the terms used in this agreement. The content of individual terms can be described in other sections of this document.

### 3. SUBJECT of the AGREEMENT.

- 3.1 the Agent provides the Agent the opportunity to create a project using the DIGILIFE.RU Services and host (if applicable) on its pages information about products sold by him, including a description of such goods the rate, terms and conditions delivery.
- 3.2 the Principal authorizes, while the Agent is committed to implement on its own behalf, but at the expense of the Principal goods belonging to the Agent on ownership. Assortment, terms of sale and the amount of goods shall be determined by the Principal in conditions corresponding service Project DIGILIFE.RU.
- 3.3 the Cash proceeds from the sale of goods and services on a Commission basis Principal, reflected on the Account DIGILIFE.RU, open to the Agent when registering at DIGILIFE.RU. Money DIGILIFE.RU listed on the bank account or purse in payment system, owned by the Pledger, according to special orders of the Principal.
- 3.4 this agreement is an integral part of the public offer "Custom DIGILIFE.RU" agreement and any amendments, including, but not limited to "rules of posting, disseminating and receiving information through the services of DIGILIFE.RU "and" privacy policy "DIGILIFE.RU. These instruments operate simultaneously, complement each other and are required to abide by all persons using the business platform "DIGILIFE.RU".
- 3.5 Use any DIGILIFE.RU Services is governed by the grounds of the respective agreements.
- 3.6 the Principal possesses all necessary rights for the sale of goods under this agreement. Ownership of the goods passes implements from the owner of the goods directly to the final, retail buyer, bypassing the Middleman.
- 3.7 the Agent may, for the purposes of execution of this agreement, to conclude the Treaty subkomissii with third parties without the prior, written consent of the Consignor.
- 3.8. the quality of the goods supplied by the Principal, meets the quality standards of the Russian Federation.

### 4. PRICE REALIZED by the GOODS, the compensation COMMISSION and PAYMENT.

- 4.1 the price of the goods (services) is installed by the Principal and mentioned in the description of the project (project).
- 4.2 Middleman sells the goods to third parties at prices set by the user in accordance with clause 4.1 hereof.

### 5. REMUNERATION of the AGENT and the ORDER of the calculations.

- 5.1. Remuneration is determined by the rate Commission plan payment processing, selected by the Principal when creating or editing a project. Description and rates tariff plans to accept payments in DIGILIFE.RU approved by administration of DIGILIFE.RU and placed in public access to the Internet at [DIGILIFE.RU](http://DIGILIFE.RU).
- 5.2 under the terms of the tariff plans DIGILIFE.RU, banks and payment systems Commission when receiving payment from the buyer may be included in the remuneration of the Agent or paid separately or additionally invoiced Principal buyer. If you plan a condition of payment by the Principal any additional commissions, including commissions of banks and payment systems, the Principal choosing this tariff plan gives its consent to the direct debiting of such commissions with each payment adopted by the Commission agent when selling goods and Services Committee.
- 5.3 Remuneration Commission is paid in the following order: Middleman lists all transactions received Pledger minus fee (section 5.1) and additional fees, if applicable (section 5.2). Enumeration is carried out according to the confirmed Nominations Committee in the personal area DIGILIFE.RU. The actual amount of the remuneration is reflected by the Agent in the monthly "Commission Report".
- 5.4 Enumeration to the settlement account of the Principal money received by the Agent from buyers for the sale of goods and services produced by him under this agreement through 9 calendar days after the fulfilment of the conditions of the project (the deadline for delivery of the goods or provision of services), but no earlier than 5 calendar days after the receipt of payment from the buyer.
- 5.5 the cost of transferring money to the Pledger defines tariff plan DIGILIFE.RU for the administration of payments and subtracted from the sum of each enumeration.
- 5.6 transferring funds can be periodic payments to the Agent, according to additional orders issued by him in the form of the inclusion of the appropriate functions of the personal preferences of the Cabinet Committee DIGILIFE.RU. Recurring payments can be made only when paragraph 5.4 of this agreement.

## 6. HOW to USE.

- 6.1 the service can be used for the sale of goods and services in Internet, other than those referred to in "the list of prohibited goods and services";
- 6.2 Shall not may make additions, clarifications, or modify the description, price, delivery time of goods if the Agent has already received bids from buyers to purchase these products.
- 6.3 Seller provides to the Agent within "personal cabinet DIGILIFE.RU" a separate section containing statistics of goods sold (payment received) by dates and details (details) buyers from making payments.
- 6.4 in order to combat fraud in payment bank cards and security means buyers, Agent is entitled to reserve the full amount of the payment made by the buyer with the use of a bank card payment systems VISA and MasterCard for up to 20 calendar days, while Agent reserves the right to increase the duration of the reservation up to 180 calendar days upon receipt of the buyers or the Bank claims on such payments.

## 7. RULES for the PRINCIPAL.

- 7.1 the Principal guarantees the following:
  - 7.1.1. It has all the necessary powers and the right capacity established by the legislation of the Russian Federation to commit legally meaningful actions. Including the Principal ensures that in case of absence of the necessary authority to commit such acts, he undertakes not to commit such until obstacles encountered;
  - 7.1.2. It had taken the necessary and sufficient efforts to correct pricing, in which account is taken of: the remuneration of the Agent, the conditions of delivery of goods and services;
  - 7.1.3. products will not violate the rights of buyers and third parties;

7.1.4. the actions alleged to project implementation, comply with applicable laws of the Russian Federation, as well as legal instruments;

7.1.5. There are all necessary and sufficient rights, including the intellectual for the sale of goods;

7.1.6. In the case of applications for purchase of the goods by him, all obligations are met with respect to all buyer's Agent;

7.1.7. all information provided for transferring money, true, and the current (or other) account is opened in the name of the Agent;

7.1.8. Information appearing on the pages of the service are true, as well as meet the requirements of the user agreement DIGILIFE.RU and other documents;

7.1.9. customer information received for the performance of obligations by the Agent will be used exclusively by the Principal to implement goods and Services Committee.

7.2 Shall be obliged to provide current information to the agent or another account/purse in payment system/Bank for payments by specifying such details in the relevant section ("Props") your personal cabinet DIGILIFE.RU.

7.3 Shall be obliged to provide complete, necessary and accurate information on products, including information about delivery arrangements and costs, warranty or other service if necessary and applicable.

7.4 the Principal ensures that in case of improper execution of the commitments undertaken, including paragraph 7.3 of this agreement, its forces and means fully compensate you for any losses suffered by the buyers Agent and/or third parties.

7.5 Shall guarantee the availability of the goods in sufficient quantities and undertakes to transfer to the agent in the storage area or upload to the Web service server (for intangible goods), as well as in case of the need to make delivery of the goods to the buyer in accordance with the customer information, which is provided to the Agent in the personal area DIGILIFE.RU.

## 8. DUTIES of the AGENT.

8.1. the Seller undertakes to:

8.1.1. Implement conveyed to him the goods costs specified in the conditions of the project.

8.1.2. Return the product to the Pledger by his unrealized request within 30 working days from the date of request Principal.

8.1.3. Inform the Pledger information regarding the execution of the order by placing the relevant information in the personal area DIGILIFE.RU.

8.1.4. To provide timely information on the number of sales (payments) in the form of the provision of information in the Cabinet of DIGILIFE.RU.

8.1.5. if applicable, perform at their own expense adequate storage of the goods during the whole period of implementation.

8.1.6.3 monthly basis no later than the 10th of the following month to submit electronically to the Agent through the functions of the Cabinet of DIGILIFE.RU, report on the implementation of the order. If the Principal objections to the report, the Commission Shall must report its opposition within a period of 10 days from the receipt of the report. Otherwise, the report is deemed to be accepted by the user, and the order executed.

8.1.7. at the request of the Committee, to submit the latest electronic copies of primary documents related to entrust the execution of the order.

## 9. LIABILITY of the PARTIES

9.1 in case of nonperformance or improper performance of obligations under the present agreement, the guilty party shall be liable in accordance with the current legislation of the Russian Federation.

## 10. FORCE MAJEURE

10.1 the Parties shall not be liable for nonperformance or improper performance of its obligations under this agreement, if it is caused by circumstances which the parties cannot anticipate nor prevent (circumstances force majeure).

10.2 the circumstances of force majeure, the parties agreed to classify natural disasters, accidents, fires, riots, strikes, war, illegal actions of third persons, the entry into force of the laws, Government regulations and departmental acts, other State and local governments, create obstacles or otherwise impeding the implementation of parties ' obligations under this agreement and other circumstances that do not depend on the will of the parties, but influencing, the fulfilment of the terms and conditions of this agreement.

10.3 the party which created the impossibility of proper performance of their obligations, shall promptly notify the other party of the occurrence of force majeure.

10.4 a certificate issued by the competent authority, is sufficient proof of the existence and duration of the force majeure.

## 11. VALIDITY PERIOD

11.1 this Agreement shall enter into force from the moment of registration of cargo in the platform DIGILIFE.RU and has no end.

11.2. the present agreement can be terminated unilaterally by the parties when removing the Principal project and/or DIGILIFE.RU account. Termination does not relieve the parties from their prior commitments to each other.

## 12. changes to THIS AGREEMENT

12.1 this agreement may be amended by the Agent unilaterally, without special notification Principal.

12.2 regarding changes to the terms of the agreement, a notice will be posted in the official news channel DIGILIFE.RU and/or on the official page on twitter. DIGILIFE.RU administration is not bound by any minimum or predetermined period to enact changes (additions) to this agreement.

12.3. familiarization with the new version of the Agreement is the responsibility of the Consignor. If you do not agree with the new version of the agreement, shall may terminate this agreement in the manner provided for in paragraph 3.8 of this agreement.

12.4 if, after the entry into force of a new edition of this agreement Shall DIGILIFE.RU continues to use the services, it shall be deemed that the Principal approved changes to the terms of this agreement, agree with them, and they are for Him required for compliance.

## 13. STORAGE of INFORMATION

13.1 Seller stores all information in accordance with our privacy policy DIGILIFE.RU.

## 14. FINAL PROVISIONS

14.1. all matters not regulated herein, shall be governed by the current legislation of the Russian Federation and user agreement DIGILIFE.RU.

14.2 all disputes and disagreements that may arise between the parties on issues not as resolved in the text of the agreement will be resolved through negotiations on the basis of the current legislation of the Russian Federation.

14.3 If not settlement of contentious issues in the negotiating process that disputes are resolved in the Arbitration Court of Moscow.

### **APPROVED!**

President of Business service LLC, Russia, Moscow  
Knyazew M.A.  
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