**PUBLIC OFFER CONTRACT**

This document is a formal proposal from Limited Liability Company “Media-Biznes”, member of ComNews Group, aimed at legal entities and private individuals from the Russian Federation, willing to contract organizational, technical, and promotional services (Conference Participants), publicly available on the server http://www.comnews-conferences.ru. Pursuant to p.2 article 437 of the Russian Civil Code, this document is a public offer.

This public offer of services (hereinafter – Contract) comes into effect through a special procedure: the parties accept the Contract and the essential elements within without signing it. This document has legal force in accordance with article 434 of the Russian Civil Code and is equivalent to a contract signed by the parties.

This is a contract of adhesion. The fact, confirming acceptance of the conditions hereby and this public offer, is ordering and payment for the services (pursuant to p. 3 article 438 of the Russian Civil Code, acceptance of the offer is equivalent to a contract under terms and conditions of the offer).

The party ordering/paying for a service is recognized as Client or a representative thereof with appropriate powers. This Contract is concluded at the moment of its acceptance and shall be in force until the parties fully complete their obligations hereby.

LLC “Media- Business”, hereinafter referred to as Contractor, publishes this Contract, which is a public offer aimed at both legal entities and private individuals (hereinafter – Client, collectively referred to as Parties), as follows:

**1. Subject of the contract**

1.1. The Contractor shall provide the Client (Conference participant) with organizational, technical and promotional services for a fee and for the account thereof by enabling their participation in the «10th ComNews Awards Ceremony. The best solutions for the digital economy»

Date and venue of the event: November 25, 2021, Hilton Garden Inn Moscow Krasnoselskaya, 11a bld. 4 Verhnaya Krasnoselskaya str., Moscow.

The event will be held offline with the ability to participate in an online broadcast.

1.2. Contractor’s fee (registration fee):

**Package «Сeremony guest» (offline participation):**

* Participation as a guest at the awards ceremony without visiting the forum program is 9500 rubles / person (free of VAT)

**Package «Live Stream» (online participation):**

* Access to live stream of the forum for 1 universal code per device with restriction of access from other IP addresses
* Access to materials in the forum archive (speakers’ presentations, video recording, photo report) 3 business days after the end of the event
* Certificate of Forum Attendance (in PDF)

Participation in online broadcasting makes 4900 rubles. (free of VAT)

1.3. Conference nominees and special guests are exempt from the registration fee. The Contractor approves the status of the nominees and the status of the special guests.

**2. Method of Contractor fee’s payment and acceptance of work**

2.1. The Client shall pay 100% of the Contractor’s fee within five bank days from the date of invoice and not later than the date indicated in the invoice.

2.2. In case of the breach of the payment procedure, the Contractor has a right to either unilaterally alter the conditions of the Client’s participation in the Conference, or charge the Client with a penalty of 0.01% of amount unpaid (not paid when due) for each day of delay.

2.3. The Parties agree that the creditor under this Contract shall not have a right to charge the debtor an interest on the debt amount for the retention of monetary funds (statutory interest), envisaged by article 317.1. of the Russian Civil Code.

2.4. The Contractor shall send the Service Acceptance Act to the Client within five calendar days after the end of the Conference. If the Client does not return a signed act to the Contractor or send a written and substantiated refusal to sign it within 10 calendar days following receipt of the Act, all services and costs listed therein shall be considered fully accepted by the Client.

2.5. The Client shall not receive a VAT invoice, because pursuant to the provisions of articles 346.12 and 346.13 chapter 26.2 of the Russian Tax Code, the Simplified System of Taxation applies in this case.

2.6. The Conference archive will be uploaded to comnews-conferences.ru no earlier than 3 business days after the Conference, of which the Contractor notifies the Client by email, submitted in the registration form. Access to speaker presentations shall be opened after the end of the Conference. The Contractor reserves the right to change the timelines of the archive publication.

2.7. Should the User choose the service “Access to materials” (speaker presentations, video recording, photo report) in the Forum archive (the Package “Forum Conclusions”) – access to the archive will be provided upon payment and payment verification by the Contractor, but no earlier than 3 business days after the Conference.

2.8. Access password for the archive will be active for 1 year.

**3. Additional services**

For a fee and upon additional application, the Contractor can offer the Client additional services, related to their participation in the Conference. The price of additional services will be identified based on the Client’s application and shall be paid in accordance with additional invoice (invoices) issued by the Contractor, within 15 (fifteen) business days from the day of receipt of the original invoice by the Client. In case of a delay in the provision of the original invoice by the Contractor, the deadline for payment shall be extended respectively, and in this case, the Client will not be liable for payment delay.

**4. Other terms and conditions**

4.1. Should the Conference be rescheduled, the Contract shall be extended correspondingly. Should the Conference be cancelled due to circumstances beyond the Contractor’s control, the Contract shall be terminated and any amounts paid to the Contractor shall be refunded to the Client.

4.2. The Contractor shall not be liable for any damages caused to the Client should the Conference be rescheduled or cancelled through no fault of the Contractor. In case if the Conference is cancelled through the fault of the Contractor, the latter shall pay for all the Client’s duly recorded expenditures in relation to the organization of their participation in the Conference, subject to the preventability thereof. At the Client’s option, the money paid for participation in the Conference, can be recorded as advance payment for participation in the Contractor’s future events, or paid back within 30 calendar days (upon a written request filed within 5 business days from the date when the Contractor notifies the Client about the cancellation of the Conference).

4.3. The Customer may refuse to participate in the Conference unilaterally, subject to written notification of the Contractor: in case of refusal to participate within 1 month before the start of the Conference, 75% of the cost of services is refunded; in case of refusal to participate in the period from 1 week to 1 month before the beginning of the Conference - 50% of the cost of services; in case of cancellation of participation less than 1 week before the start of the Conference - 0% of the cost of services. Cancellation of the service of provision of access to the online stream and/or Conference archive by the Client shall be accepted in written form no later than 1 day before the date of access provision. Beyond the fixed date, there shall be no refund on the payments made by the Client. If the Contractor fails to appear at the Conference and there is no prior written notification of the Contractor, the amount paid by the Customer will not be refunded.

4.4. Cancellation of the Contractor’s services for the organization of participation in the Conference shall be accepted in written form no later than 3 days before the date of access provision. Beyond the fixed date, there shall be no refund on the payments made by the Client.

4.5. Upon provision of the access, in accordance with article 2 of Terms and Conditions, the service shall be considered as performed, and there shall be no refund on the access.

4.6. Any complaints in relation to the services provided by the Contractor shall be admissible within five calendar days from the end of the Conference. In case of force majeure, the Contract shall be extended for the duration of the force majeure. Force majeure is understood as extraordinary events, which occurred after conclusion of this Contract and could not be foreseen or prevented by the Parties.

4.7. Parties may assign their rights and obligations pursuant to this Contract upon prior written consent of the other Party.

4.8. In compliance with the Federal Law of the Russian Federation as of 27.06.2006 №152-FZ “On Personal Data”, the Client authorizes the Contractor and qualified representatives thereof to process – collect, organize, accumulate, store, update, use and otherwise process the Client’s personal data manually and/or automatically; and consents to the transfer of such data to registered Partners and Sponsors of the Conference.

4.9. For information purposes, the Contractor will occasionally send the Client information materials about the Conferences organized by the Contractor.

**5. Technical service procedure.**

5.1. User is notified and agrees that for proper access, their equipment needs to comply with the technical requirements specified in article 6 of the Terms and Conditions.

5.2. User may not transfer, assign, sell, transfer for use and etc. the link and access password received from the Contractor to third parties without the Contractor’s consent.

5.3. User shall use all reasonable efforts to maintain confidentiality of access link and password received from the Contractor. User shall promptly give notice to the Contractor of any unauthorized use of the access link and password.

5.4. User shall be fully liable for any actions performed using the link and access code shared with them, and any possible repercussions of such actions.

5.5. Whatever the device used by User to contract the service, they will also have access to this service on the devices of other type, which satisfy technical requirements specified in article 6 of the Terms and Conditions.

5.6. Simultaneous access from all user devices is limited with 1 device and 1 unique access.

5.7. Any use of technical equipment to record the online stream of the Conference or download the archive from the website comnews-conferences.ru is strictly prohibited.

5.8. User may not reproduce, distribute, display, publish, broadcast or use otherwise the online stream of the Conference and/or Conference archive, except for cases stipulated by these Terms and Conditions and the applicable laws of the Russian Federation. Using speaker presentations outside the website comnews-conferences.ru is subject to written consent from the speaker.

5.9. The Contractor may terminate the service and block User access should one or several provisions of these Terms and Conditions be breached, or in case if the Contractor deems User Actions as fraudulent or aimed to damage the Contractor’s service, reputation or brand, organization of DDoS attack and similar. In such case, any funds paid by User for the access shall not be refundable.

**6. Technical requirements.**

6.1. By accepting these Terms and Conditions, User unconditionally agrees that the device they will use to claim the Contractor’s services fully conforms to the technical specifications as follows:

6.1.1. Minimum speed of Internet access – 5 Mbps (Download). To view the stream in the source quality Internet access should be 10 Mbps and above.

6.1.2. Browsers recommended for viewing the online broadcast: Google Chrome, Yandex.Browser, the newest version of Firefox.

6.1.3. Installed Adobe Flash Player (version 10 and above). You can check which version of Adobe Flash Player you have installed and update it on the website of its developer. Flash Player needs to be checked and updated for each browser used for viewing the broadcast.

6.2. Participants’ capabilities during the online stream:

6.2.1. While viewing the stream, you can pause it and resume viewing where you left off by clicking on “Play” button.

6.2.2. The player allows to rewind the record to an earlier moment while viewing the live broadcast. To replay a moment already viewed, just move the slider thumb to the desired time segment. To go back to the live stream – move the slider thumb to the extreme right corner or click “Live” button, and the live stream will resume.

6.2.3. Depending on User’s Internet access speed, they can select the preferred video quality. Thus, if the stream has buffering issues, we recommend that you switch to a lower quality. This option is recommended for viewing the live stream on a mobile phone.

6.2.4. Volume adjustment.

6.2.5. Full-screen view. To exit the full-screen mode just press “Esc” button.

6.2.6. The chat – to open/close the chat, just press the Comments button on the right from the viewport.

6.3. All matters of subscribing to Internet access services and purchasing and adjustment of the related equipment and software are managed by User at their own discretion, and the Contractor shall not be held liable for User or third-party actions.

**7. Legal disclaimer.**

7.1. The Contractor shall have no liability in case the data provided by User in the registration form is incomplete or incorrect and/or the User misses the date of the online broadcast.

7.2. User understands and agrees that the Contractor shall not be liable to them for any content, published by others, including, but not limited to: text and comments, images, and any other information published by third parties.

7.3. The Contractor shall have no liability for any error, omission, interruption, deletion, defect, delay in data processing or transfer; interruption in the communication channels; larceny, destruction or unauthorized access of third persons to the intellectual product, published on the website comnews-conferences.ru. The Contractor shall have no liability for any technical failure or other malfunction of any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, e-mail or scripts due to technical problems.

7.4. User takes full responsibility for safekeeping the link and access password, provided by the Contractor, and the damages that could arise from their theft or unauthorized use.

7.5. The Contractor shall have no liability for any damage to User and other persons’ electronic devices, mobile devices or any other equipment or software, caused or resulting from the access service.

7.6. Under no circumstances shall the Contractor have liability to User or any other third party for any direct, indirect, or accidental damage, including lost profit or data and damage to the honor, dignity or business reputation, caused by the use of comnews-conferences.ru website.

7.7. The Contractor shall have no liability to User or any third party for:

• User’s actions on the website comnews-conferences.ru;

• the content, lawfulness and reliability of information, used/obtained by User in relation to their presence at the Conference and/or provision of access service by the Contractor;

• the implications of the use of information, used/obtained by User in relation to their presence at the Conference and/or provision of access service by the Contractor.

7.9. In the event of claims to the Contractor from third parties in relation to the access, provided to the User and/or materials, published on the Contractor’s website, to which User has access, User shall settle such claims from third parties on their own and at their own expense, indemnifying the Contractor from any possible losses or litigation.

7.10. The Contractor shall have no liability should User fail to receive confirmation of registration, access password and link to the Conference archive due to technical faults and failures or spam filter settings in User’s webmail service. With the view to avoid such situations, we recommend that you add the email [conf@comnews-conferences.ru](mailto:conf@comnews-conferences.ru) to your address book.

**8. Final clauses.**

8.1. Any provisions of these Terms and Conditions may be amended by publishing the revised Terms and Conditions on the website comnews-conferences.ru, and User shall monitor such updates on the website on their own and accepts the risks of adverse implications, caused by a failure to comply with this obligation. Should these Terms and Conditions be amended, the changes take force from the date of publication, unless specified otherwise.

8.2. These Terms and Conditions and the relations between the Contractor and User are governed and construed in accordance with the laws of the Russian Federation. All issues not settled by the Terms and Conditions, shall be settled in accordance with the applicable laws of the Russian Federation.

8.3. Users may send any claims, questions or proposals in relation to the technical aspects of the service by email: [info@seventsolution.com](mailto:info@seventsolution.com)