PUBLIC CONTRACT - OFFER

**1. General terms and terms**

1.1. This document is an open offer of the Platform stascom.com (more - "EXECUTOR"), addressed to any individual or legal entity, to conclude the Service Agreement (further - "Contract") on the terms set out in this Offer.

1.2. In accordance with the Articles of the Ukrainian Civil Code, the Treaty is a public contract and, if the terms set out in the Offer are adopted, an individual or a legal entity becomes the Contract's Customer and undertakes to comply with the terms of this Treaty and its annexes, which are an integral part of it. The contract is concluded by the adoption (acceptance) of the Offer by the Customer in the order defined in the order defined in the Order of The President.

The offer comes into force from the moment it is posted on the Internet at the link: [https://stascom](https://stascom/). com com/offer and is valid until the time of recall by the Executive.

1.4. Platform stascom. com provides services under the terms described herein that can be changed without notice.

Terminology:

A tariff plan is a standard form of commercial offer that lists possible services and how to determine their price. The tariff plan on platform [https:// HYPERLINK "https://stascom.com/"stascom. HYPERLINK "https://stascom.com/".](https://stascom.com/) [com](https://stascom.com/) is presented in the form of packages of services.

Package services (further Package) - two or more services combined to meet a certain type of customer needs or support certain business results.

Subscription - pre-order and payment for re-updated information services. On the Platform [https:// HYPERLINK "https://stascom.com/"stascom HYPERLINK "https://stascom.com/".](https://stascom.com/) [com](https://stascom.com/) is presented as a monthly automatic payment for the chosen package of services.

**2. Subject of the contract**

2.1. The subject of the Agreement is the provision by the Contractor to the Customer of services for the placement and viewing of ads, access to information and functionality on the stascom.com website and on other partner sites, in accordance with the paid package of services selected and paid by the CUSTOMER (hereinafter - the Tariff). Prices and descriptions of tariffs are published on the page <http://stascom.com/price>.

**3. Providing services and their cost**

3.1. Services are provided to the Customer by the Executor 24 hours, 7 days a week.

3.2. The customer creates an account by registration, gets access to the "Personal Cabinet" section, chooses a plan and, if desired, additional services.

The cost of the Services provided by the Contract Executor is determined in accordance with the customer's chosen tariff, according to section 2.1. Contract. The provision of Services provided to the Customer under this Contract, including additional services, is provided to the Customer on condition that they are 100% of the prepayment.

The provision of the selected services is activated from the moment the Customer pays for the selected tariff plan (Package and / or Subscription, additional service) and displays the fact of payment for this service in the Contractor's electronic payment accounting system.

3.4. Payment for the Artist's services and additional services is paid by the Customer for a specific period chosen by him to the Artist's checking account on the basis of the Executor formed on the web resource and printed by the Customer account or by online payment. The absence of payment for the next period for one bank day from the end of the previous period is considered to be the day the Customer receives the Offer of the Executive to switch to the "Free" plan, provided that there is a "Free" tariff plan in the absence of a "Free" plan, services are suspended until the Executor receives payment in accordance with the terms of this Agreement.

3.5. Resuming services under specific tariff plans is made on the day of receipt of payment.

Customer payment of the cost of services indicates the full acceptance of the offer. The amount of services paid by the Customer is not subject to repayment, including in the event of early termination of the Contract.

The cost of the customer's chosen plan and additional services remains unchanged until the end of the period for which the payment of services is made.

3.8. If the Customer changes the current Package before the expiration of the current Package, then the funds paid earlier for activating the current Package are credited to the Customer's balance **according to the formula:**

**The cost of the current package - The cost of used months = Amount to be credited to the Customer's balance \***

**Example:**

**current package "X"**

**Validity: 6 months. From 01.01.2020 to 30.06.2020**

**Cost: 120 EUR (cost of the 1st month - 20 EUR)**

**New package "Y"**

**Validity: 6 months. Activation date (purchase) - 04/15/2020**

**Cost: 150 EUR.**

**Calculation of the amount to be credited to the balance: 120 - (4 \* 20) = 120 - 80 = 40 EUR**

The cost of each used month in the current Package is calculated from the first day of each month. When changing the current Package, the Customer pays the full cost of the new Package. The new Package will be activated after full payment for the selected Package, within one banking day, while the current Package will be canceled. The validity period of a new Package starts from the date of payment for this Package and continues until the end date of the selected tariff period.

*\* this formula is valid only when changing the current Package to a more expensive Package. If the current package is changed towards a cheaper Package, then the funds are not credited to the Customer's balance. The new package is activated when the current package expires.*

3.9. If the Customer changes the current Subscription, then when the current Subscription is changed to a more expensive one, the new Subscription is activated on the day the Subscription is changed (the day of payment). In this case, the current subscription is canceled. The term of validity of a new Subscription begins from the date of payment for the specified Subscription and continues until the end date of the selected tariff period in accordance with the rules for automatic debiting of funds. When changing the current Subscription to a cheaper one, the new Subscription is activated upon completion of the current Subscription. When the current Subscription is changed, no recalculation and crediting of funds to the Customer's balance is made.

3.10. The Executor has the right to terminate the Contract, or to suspend the provision of services under this Contract in the event of the Customer's refusal to use the new versions of the software offered to him free of charge.

3.11. In the absence of payment or non-elimination of the reasons for the suspension of services (e.g., he posting of improper information) at the end of the five days from the date of the origin of the reason for the termination of this Contract, it is considered terminated by the Fault of the Customer, with the simultaneous exemption of the Executive from all duties and consequences provided by this Treaty.

3.12. The terms and conditions for the provision of services may be unilaterally changed by the Executive in the process of providing them in connection with changes in market conditions, regulations established by the public authorities, etc., which entails an automatic change in the terms of this Treaty.

3.13. The absence of written objections of the Customer within 5 (five) calendar days from the date of publication on the website of the change of the terms of the Contract indicates the full and unconditional acceptance of the Customer's proposal to change the terms of the Treaty.

3.14. Refunds are not made if a user's account is blocked for violating the site's rules

**4. Rights and responsibilities of the executor**

The Executor undertakes:

* System administration of the service, ensuring its availability and technical support;
* Provide organizational, technical and advice to the Customer in the use of the service;
* To provide services to the Customer in accordance with this Contract;
* To address the shortcomings of the services provided by the Artist.

The Executor has the right to:

* Temporarily suspend the provision of services to the Customer under the Contract for technical, technological or other reasons that prevent the provision of services, while such reasons are eliminated, as well as in the case of non-payment of services;
* To demand that violations of the Terms of the Treaty be corrected;
* Expand and improve the functionality of the software throughout the duration of this Treaty;
* Change the cost of tariff plans
* Delete information posted by the Customer if it is illegal.
* IT is not responsible for placing any materials on the Platform stascom.com

**5. Customer's rights and obligations**

The Customer undertakes:

* Not to use the Platform's capabilities for purposes that may be qualified as a violation of third-party intellectual property rights, unfair competition, and other violations of the law;
* Do not carry out actions that affect the normal operation of the service, are its unfair use;
* Do not use the Artist's web resource to commit misconduct, spam mailings, posting threats and insults, illegal advertising, calls for violent and other illegal actions
* In accordance with the terms of this Agreement, pay for the services of the Executor.

**6. Limitation of responsibility**

Services on stascom.com are provided "as is." does not guarantee the safety of the customer's profile, ads, correspondence, and does not act as a third party in the contractual relationship between users of the site, and is not responsible for the information that users post on the site.

The administration of the Platform stascom.com does not verify the information posted and is not responsible for the compliance of the information to the current legislation of Ukraine.

**7. Stopping services**

The Executor has the right to terminate the Contract with the Customer at any time if he has violated any provision of these conditions.

7.2. The Contractor has the right to delete the Customer's profile on the stascom.com Platform, and with it all additional information and announcements of the customer, in cases of violation by the customer of the terms of service and privacy policy.

**8. Guarantees**

8.1. In providing services, the Executive will make every effort to correct any failures and errors as soon as possible, if they occur. At the same time, the Artist does not guarantee that there are no errors or failures, including in relation to the operation of the software.

By agreeing and accepting the terms of the Treaty, the Customer guarantees the Executor that he has fully familiarized himself and understands the terms of the Treaty.

8.2. The Internet service does not provide any assurances or guarantees that: the use of the service will meet your requirements; Your use of services will not be interrupted, will always be possible at a convenient time for you, will be safe or will not be subject to errors or failures; any information you receive as a result of using the services will be accurate and reliable. Services do not have any conditions, guarantees or provisions other than those expressly specified in the Terms.

**9. Props**

The executor has the status of a single tax payer of the third group according to the legislation of Ukraine

**IEC Kirlik V.V.**

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