

The contract of the public offer

St. Petersburg

February 15, 2017

This document, as well as the description of the services provided by the Developer on the www.logomachine.net webpage, in the aggregate constitute a public offer of a logo design services, addressed to an indefinite number of persons and expressed in writing on behalf of the Developer (hereinafter - the Offer).

1. TERMS AND DEFINITIONS

Customer - a natural or legal person, which is ordering, purchasing the Services through the website.

The Developer - OOO "Logomashina" (PSRN: 1147847544712), offering the Services through the website at <http://logomachine.net/>.

The Services - services in logo design. The price is shown on the webpage of the developer. The results of Service - provision of file (-s) containing image (-s) created by the Developer at the Customer's request in accordance with agreed Concept and the transfer of exclusive rights to use the provided image.

Logo – is the graphical sign, emblem or symbol, which is usually used for higher company's/product's recognition on the market.

Website - Developer's website, located at <http://logomachine.net/> and having the technical capability to implement a description view, selection and ordering of the Service.

The Application (equal to Technical specification, Brief) - an electronic form, posted on the Developer's website logomachine.net, to be filled by the Customer when placing an order according to his wishes, and confirmed by the Customer by clicking on the link included in the Application form.

If the terms used in the Offer are not defined above, the definition of these terms shall be in accordance with the text of the Offer. In the absence of a clear definition of the term in the text of the Offer, it shall be governed by the definition of the term: at first by definition given on the Developer's website, at second - defined by the legislation of the Russian Federation, at third - as established on the Internet

2. GENERAL PROVISIONS

2.1 The Subject of the contract is the provision by the Developer of the Logo design service.

2.2 To order services via the website the Customer shall fill the Application. The Application should be filled using an appropriate interface via website. When ordering Services through the website the Customer accepts the terms of the Offer fully and unconditionally.

2.3 The final customer acceptance of the Offer made by paying for the selected service in accordance with the terms defined by the Developer. From the moment of acceptance of the Offer by the Customer, the contract for Services between the Customer and the Developer is concluded.

2.4 The Developer starts rendering Services after one day from the moment the Customer accepts the terms of the Offer and presents the completed brief. ((MSK) UTC/GMT+3) consider to be a single timeline.

Checking time is the time, which has been installed on the Developer's equipment.

2.4.1. In case the Brief has not been filled in fully, or the Developer needs any clarifications, brief considers to be partly filled in and the Developer doesn't start rendering services.

2.5 Parties agreed that the moment of payment is considered to be the receipt of the payment in full of the corresponding amount to the account of the Developer or to the account of third parties authorized by the Developer to receive payments (including payment's aggregators, payment's providers, operators of remittance, payment systems, etc.).

2.6 Actions of the Customer on acceptance of the Offer (filling out the application, payment) are confirmation that the Customer in full and in an appropriate manner and at the necessary

level received all the information regarding the order, including size, order and terms of payment, warranties, as well as compliance of the intended result with Customer's wishes.

2.7 The Developer shall have the right at any time to make changes to the Offer, as well as in the description of the services, including their price, up to the moment of payment by the Customer for the Service.

2.8 The Developer without the consent of the customer is entitled to engage third parties to provide services. If the Developer involves a third party, the Developer shall be liable to the Customer for the quality and timelines of Services performed by third parties involved as for its own.

2.9 Services are provided without any expressed or implied obligations on the part of the Developer, including the commercial guarantees and warranties of fitness for any particular areas of use. The Developer under any circumstances shall not be liable for any loss or damage caused by the use or inability to use the Service or the result of the provision or non-provision of support services related to the use of the result of Services

3. THE PROCEDURE FOR FILLING THE APPLICATION FOR PROVISION OF SERVICES

3.1 An initial action to select the Service and at the same is an action of acceptance of the Offer, is the filling in an electronic application form posted on the website of the Developer.

3.2 In case the Application has not been filled in fully, or the Developer needs any clarifications, the Developer sends the Customer via email a request for providing necessary information. The Developer doesn't start rendering services until the necessary information has been provided by the Customer.

3.3 When filling the Application and/or in the process of completion of technical specification the Customer is obliged to act in good faith, in particular not to fill out the Application and/or technical specifications with a deliberate absence of intention to obtain the Service. Unfair actions are assumed, in particular:

3.3.1. providing the Developer with incomplete or inaccurate information, including silence of the circumstances which should be brought to the attention of the Developer;

3.3.2. sudden and unjustified termination of the cooperation under such conditions which the Developer could not reasonably expect.

3.4 In the cases specified in paragraph 3.3. The Customer shall reimburse the losses to the Developer. Losses which are subject to reimbursement to the Developer are the expenses incurred by him in connection with the unfair conduct of the Customer, and in respect of loss of opportunity to enter into a contract with a third party. The parties came to the agreement that such losses amount to the sum already paid by the Customer to the Developer.

4. PRICE AND PAYMENT

4.1 Cost of Services is determined in accordance with the prices listed on the website of the Developer.

4.2 Payment is made in the form of full pre-payment within 2 calendar days from the date of the calculation of the cost of the Service in one of the ways, offered by the Developer and disclosed to the Customer on the website when filling the Application.

4.3 In case of payment after 2 calendar days from the date of calculation and if the prices are changed, the Developer may offer the Customer to pay the insufficient amount. Otherwise, the Parties will agree on the procedure for refund of advance payment, the Customer should bear the cost of transaction fee.

5. EXECUTION AND ACCEPTANCE OF SERVICES

5.1 The Developer shall undertake the creation of the Logo in 14 (fourteen) calendar days since the moment the Customer accepts the Offer and provides the Developer with all necessary information for providing Services.

5.1.1. Developer has a right to accomplish the Services prematurely.

5.1.2. The terms of the Logo design don't take into account the time needed for the customer to provide necessary information on the Developer's request. In case of the request of the additional information, the total period of the provision of services in proportionally expands to the time spent on the Customer providing the necessary information.

5.2 The Acceptance of the Services result implements by sending via email an internet link to the webpage from the Developer, which contains the result of the Services (Logo) and the presentation of the Logo.

5.3 Customer within 10 (ten) working days required to get acquainted with the result of the Services, confirm (accept) such result, or refuse its acceptance.

Acceptance or refusal of acceptance is made by notice to the Developer in which the Customer must specify the reasons for refusal of acceptance (in case of not acceptance) of the Services.

5.3.1. Upon acceptance of the Services, the Customer is obliged to check the result provided for the presence of technical errors, slips (if the text is present). The lack of comments considered by the Parties to be an acceptance by the Customer of the result of the Services in full and without comment. The developer is not responsible for technical mistakes, slips (if the text is present).

5.3.2. An absence of acceptance or an absence of refusal of acceptance by the Customer of the result of a finished stage of the Service within the period prescribed for those purposes by paragraph 5.3. of the present contract is regarded by the Developer as confirmation and acceptance of the result of the stage without any comments and objections on the part of the Customer.

5.4 If while performing the Services the impossibility of achievement of the result of Service is discovered, the Developer has a right to refuse to continue the provision of the Service.

5.5 The developer has the right to openly publish the process and results of Services.

5.6 Rights to use the results of the Services to be transferred to the Customer are considered delivered to the Customer from the moment of sending to the Customer the accepted result of the Services, or by expiry of the period, prescribed for the acquaintance with the result of the Services and acceptance of the result of the Services (paragraph 5.3).

6. FORCE MAJEURE

6.1 The parties are relieved from responsibility for partial or full default of obligations under this contract, if it proves that proper performance was impossible due to force majeure, ie extraordinary and unavoidable under the present conditions, circumstances, which the Parties could not anticipate and provide in course of execution of this contract. The parties agreed that a force majeure include: natural disasters, accidents, fires, riots, strikes, acts of war, failure of computer or telecommunication equipment, the publication of regulations that directly or indirectly prohibit specified in this Agreement activities that prevent the implementation by the parties of their functions under this agreement, and other circumstances independent of the will of the Parties.

6.2 In the event of force majeure, each party shall promptly notify in writing the other party. The notice must contain information on the nature of the circumstances, as well as official documents proving the existence of such circumstances and, if possible, give an assessment of their impact on the possibility of the parties fulfill their obligations under this Agreement.

6.3 In case of force majeure, the Parties do not have mutual claims, and each party shall bear the risk of the consequences.

6.4 The developer has the right to postpone the implementation of this Agreement for the period during which the act will force majeure.

7. EXCLUSIVE RIGHTS TO RESULTS OF SERVICES

7.1 The result of the Services becomes the property of the Customer in full.

7.2 The Developer has the right of authorship in respect of the result made under this contract

(right to be identified as the author).

7.3 The Customer provides the Developer the right to use the name of the Customer in the list of organizations for which the Developer provided the Service and gives developers the right to use in its portfolio the results of Service, the right to disclosure of the order of performing the Services, the Customer's feedback on the services rendered (if available).

8. REFUND

8.1 Before the expiry of the terms, stated in paragraph 5.3 for the acceptance of results of the Services, the Customer has a right to cancel confirmed and paid Application for the Services.

In this case, the refund is made by the Developer in non-cash form to the Customer's account not earlier than 7 working days from the date of cancellation, minus the fee for the transfer of funds and other expenses incurred. The cancellation is based on signed by the Customer and received by the Developer request, in which it must be specified that the Customer refuses to distribute, display, sell or otherwise use the obtained from the Developer results of the Services. The Developer has the right to offer such results of the Services to third parties.

8.2 The Parties came to an agreement that at the expiration of the time specified in this Contract for validation of the results of the Services (paragraph 5.3), the expenses of the Developer in case of refusal of the Services, including Services for creating a Logo, equal to the amount of the prepayment made by the Customer. Refund in case of non-response of the Customer at the expiration of the terms for the cancellation the results of the Services is impossible.

8.3 In case the Developer fails to meet a deadline for a Logo design, stated in the paragraph 5.1, and if there is no reasonable excuse, the Customer has a right to claim a penalty for a failed Logo design deadline up to 100% of a cost of the Services.

9. FINAL PROVISIONS

9.1 All disputes that may arise between the parties, the Parties will seek to settle outside of court.

9.2 The legal relations of the Parties under this agreement are defined and regulated in accordance with the applicable legislation in accordance with the applicable law.

9.3 The Judicial system and the procedural laws that govern the disputes arising from this contract are recognized respectively the judiciary and the legislation of the Russian Federation. Jurisdiction – the location of the Developer.

9.4 The Customer fully agrees that the Developer cannot bear any financial losses in excess of cost of services rendered to the Customer.

9.5 The parties agreed that in the process of execution of the Agreement a constant communication will be carried out by correspondence which will be sent by e-mail (including, communication at the acceptance of particular stages as well as final results).

9.6 To conclusively determine from whom the message emanates and to whom it is addressed messages will be sent to the following email addresses:

- to the Customer by e-mail, specified by the Customer when filling the Application;
- to the Developer's address by e-mail logo@logomachine.net.

9.6.1. Messages sent and received from/to above mentioned email addresses are recognized by the Parties documents which allow reliably establish that the document comes from the parties to the Agreement.

9.7 All notices and messages sent by the Parties to each other in the above e-mail addresses are recognized by the Parties to be official correspondence under this Agreement and has the power to legally significant written document. Messages originating from a respective e-mail addresses are considered to be messages emanating from the Party concerned.

9.8 The date of receipt of a respective notice shall be the date of departure of the message from e-mail.

9.9 Responsibility for receiving messages and notifications by the above method lies on the receiving Side. The party who sent the message will not be responsible for delay message if the

delay was the result of faulty communication systems, actions/omissions by providers or other force majeure.

9.10 The Parties acknowledge any information related to conclusion and the contents of this Agreement, including any annexes and amendments to it, trade secret, and undertake to strictly maintain the confidentiality of such information, without disclosing it to third parties without the prior written consent of the other Party, except cases when it is necessary for the relevant public authorities for disclosure purposes in cases specified by law. This provision does not apply to well-known or publicly available information, as well as the information stated in paragraph 7.3.

9.11 In case any provision of this Agreement is invalid under the law, it will be deemed excluded from this Agreement and the remaining provisions of this Agreement remain in force.

9.12 By entering into this Agreement, the Parties declare and guarantee that they have all the rights and powers necessary for the conclusion and proper implementation of this Agreement are not about this third-party claims and settle them on their own in the event in the future. Customer acknowledges that it is a result of end-user services.

10. DEVELOPER'S BANKING INFORMATION

OOO "Logomashina"

PSRN: 1147847544712

ITN: 7805021616

Address: Trefoleva street 4, building 2, office 9

City: Saint-Petersburg

Country: Russian Federation

Postal Code: 198097

tel. +7-800-775-04-43

Bank Name: ALFA-BANK

(ITN 7728168971, ALFA-BANK Moscow, Russia, SWIFT ALFARUMM, correspondent account № 36310481 in CITIBANK N.A., 399 Park Avenue, New York, NY 10043, USA, SWIFT CITIUS33)

11. DEVELOPER'S SIGNATURE

CEO _____ Gorbachev R.

