

**CONTRACT OFFER**  
**TERMS AND CONDITIONS OF USING THE PROMONAVI SERVICE**

Wording dated: 5 August 2020

**PRELIMINARY:**

**ONER INVESTMENTS LIMITED**, hereinafter referred to as the Company, represented by Director Igor Artemenko, acting under Articles of Association, addresses this public offer to and invites to join present Contract and accept terms and conditions of using the PromoNavi Service (hereinafter referred to as - the Contract) any person (hereinafter - the Client) wishing to use **PromoNavi Service** and any services, tools and functional available in **PromoNavi Service**.

**DO NOT ACCEPT TERMS OF PRESENT CONTRACT, IF YOU:**

- ACT INVOLUNTARILY UNDER CONSTRAINT, VIOLENCE OR UNDER DURESS OF VIOLENCE;
- ARE UNDER AGE OR INCAPABLE;
- DO NOT AGREE WITH THE TERMS OF THIS CONTRACT;
- DO NOT HAVE THE APPROPRIATE AUTHORITY;
- DO NOT UNDERSTAND MEANING AND CONSEQUENCES OF YOUR ACTIONS.

**TERMS AND DEFINITIONS USED FOR THE PURPOSES OF PRESENT CONTRACT:**

**PromoNavi Service** (hereinafter referred to as the - **Service**) - an online tool to simplify work with Google Ads and contextual advertising, available at [promonavigator.com](http://promonavigator.com) (hereinafter referred to as the - **Service website**).

**Account, User Account, Client Account** - personal part of the Service providing the possibility of setting tasks, controlling the execution of tasks, providing reporting documents on the scope and cost of services rendered, as well as information on the flow of funds on the User's personal account.

**Advertising Materials** - means text, graphic, video or combined blocks containing the information about the services and/or the product of the Customer placed at advertising sites in order to attract the attention to the advertising object.

**Placement** - means any activity directly connected with the placement of advertising materials of the Customer containing the information about the services and/or the product of the Customer at one or more Internet sites.

**Advertising platforms, Sites** - information resource in the Internet (website, advertising network, social network, etc.) where it is possible to place advertising materials.

**Parties** - jointly named parties under this Contract (joint mention of the Client and the Company).

**Party** - mention of one (any) party under this Contract.

**1. SUBJECT AND TERMS OF ACCEPTANCE OF THE CONTRACT (ACCESSION TO THE CONTRACT)**

- 1.1. This Contract governs the terms and conditions of use of the Service, all available functionality and various services available for order through the Service interface.
- 1.2. This Contract shall become effective between the Parties subject to acceptance by the Client of terms hereof– acceptance of the Contract (accession to the Contract).
- 1.3. The Parties have agreed that acceptance of this Contract (accession to the Contract) is enabling the checkbox confirming "I have read and understood and unconditionally accept terms of the Contract" (the specific consent text may differ from the one shown here), available at registration on the website [promonavigator.com](http://promonavigator.com). Confirmation of the fact that the Client has committed the action specified in this paragraph is successful completion of the procedure for registration as a Client.

**2. PROCEDURE FOR AND GENERAL TERMS FOR SERVICES PROVISION**

- 2.1. The Client gets access to the use of the functionality of the Service after registering and creating an Account.
- 2.2. Registered account gets a unique identifier (ID), allowing to keep records of the performed transactions (including scope and cost of ordered services) in the billing system (automated accounting system) of the Service.
- 2.3. The Client gets access to its Account only after having entered the personal login (access name) and password (access code) specified when registration in Service. Login and password are generated during the registration procedure and are a unique sequence of symbols designed to identify the Client. Login and password are stored in Service electronic database throughout the entire term of present Contract.
- 2.4. The Company is entitled to independently, without the consent of the Client, involve third parties in the performance of its obligations under this Contract. The Company shall be liable to the Client for the actions of such third parties as for their own actions. The Company pays for the services attracted by third parties at his own expense.
- 2.5. A combination of login (access name) and password (access code) is recognized as an electronic signature of the Client. Login and password are set by the Client independently during the registration procedure in the Service. The Client is not entitled to disclose its electronic signature to persons who are not authorized to act on behalf of the Client and is solely responsible for safety (non-disclosure) of its electronic signature.
- 2.6. Any action made in the Client's account when entered Client's login and password shall be recognized by the Parties as an action made by the Client or a person authorized to act in behalf of the Client.

- 2.7. As part of the use of the Service, the Client has the right to use and order various tools and services, such tools and services may be available for free use or may be provided for remuneration (fee).
- 2.8. Specific conditions of use of the tools and services, their description, as well as the cost (in case if such Tools or services are paid) are available in the Service interface.
- 2.9. All orders, applications and requests (hereinafter referred to as - Orders) for the provision of any paid services available in Service, are sent by the Client to the Company in electronic form by using the Account and interface of the Service.

### **3. COST OF SERVICES AND PROCEDURE FOR SETTLEMENTS**

- 3.1. The cost of paid services and tools is set by the Company in the Service interface and is available for review on the Service Website.
- 3.2. Payment for services is carried out by making an advance payment by the Client. The Company credits the funds to the Client Account in the Service no later than the next day after the date of payment.
- 3.3. In the event of the insufficiency of the amount of the advance payment (insufficiency of funds at the Client Account) for the provision of the services, the Company shall, by sending an electronic notice to the Client Account, notify the Client regarding the suspension of the services until the receipt of the additional advance payment required for the provisions of the services ordered by the Client.
- 3.4. In case of a negative balance (outstanding amount) at the Client Account as at the end of the reporting period, the Client shall pay such outstanding amount within 5 (Five) business days after the end of the reporting period. In the event of any delay, the Client shall be entitled to charge a penalty of 0.1% (Zero point one percent) per every day of the delay in the payment.
- 3.5. Payments by using of electronic payment systems, Clients – individuals (natural person) may be charged a Service Commission (hereinafter referred to as the - Commission) of the amount of each payment made. Payment of the Commission under this Contract is made by withholding the appropriate amount at the time of transfer of funds to the Client Account. The size of the Commission depends on the method of payment and the type of electronic payment systems. The Commission is not part of the cost of services and is not refundable in the event of termination of this Contract.
- 3.6. Information about the methods, forms of payment and the amount of the Commission is available on the Service Website.
- 3.7. The sole form of payment for the Services (replenishment of the Client Account) shall be unconditional transfer of funds from the Customer's current account to the Company's current account. The amount of the payment for the Services and the invoice for the payment shall be generated by the Customer using the functional available at the personal area of the Service.
- 3.8. The Company shall have the right to change at any time the amount of remuneration, procedure for its payment and/or method of payment.
- 3.9. The Client shall have the right to challenge any payment made in accordance with the terms and conditions hereof and under present Contract within 30 (thirty) calendar days from the date of such payment, by notifying the Company in writing; failure to notify the Company (failure to notify the Company in a timely manner) shall entail waiver of any claims related to such disputed payment.
- 3.10. All settlements, payments and accruals hereunder the Parties shall make in the currency available for selection in the Service interface.

### **4. SUBSCRIBE PAYMENT**

- 4.1. For a specific services or tools (or particular complex of service) in the Service may be set a subscribe payment (tariffs for certain service packages). Such tariffs are set and available in the Service interface.
- 4.2. Tariffs mean a fixed cost of a package (set) of certain services available for use during the corresponding reporting period (30 calendar days).
- 4.3. The Client can link his bank card in the Service interface for monthly debiting of funds in the amount of the selected tariff.
- 4.4. The Client can choose the tariff and/or change the tariff by using the Service interface.
- 4.5. The change of the current tariff can take from two (2) to five (5) business days. Services at this period will be provided at the current tariff (active rate) until the transition to a new tariff and beginning of new reporting period.

### **5. REFUND CONDITIONS**

- 5.1. In case of successful change of the tariff (increase or decrease the cost), the reporting period will end at the applicable tariff and the funds for the unused days of the subscription will be returned within five (5) business days from the date of the tariff change.
- 5.2. Refunds can only be made in the same form, on the same payment details, and the same payment system in which the payment was made

### **6. VALIDITY PERIOD, PROCEDURES FOR CONTRACT AMENDMENT AND TERMINATION**

- 6.1. Present Contract is made for the term of one year. The Contract is automatically renewed for the next year if there is no waiver of renewal by any of the Parties in accordance with section 4 hereof.

- 6.2. Present Contract shall remain effective in case of change in Parties' bank details, their constituent documents, including but not limited to, change of the owner, form of incorporation, etc. In case of details change the Parties shall notify thereof in writing within 10 (ten) days.
- 6.3. The Company shall have the right to independently amend the text of present Contract by approving the amendments text and placing such amendments on the Service website. Amendments shall become effective from the time of their publishing on the website. Notification of the Client of upcoming amendment of present Contract terms is carried out by placing the amended text of the Contract on the Service website, provided, that the Client shall independently trace amendments to the Contract text by weekly review of the Contract text. The Company may, but is not obliged to, send the Client relevant e-notification of Contract amendment to the account or to e-mail address specified in Client Account.
- 6.4. In cases when the Client declines Contract amendments, it shall notify the Company thereof in writing within 10 (ten) days from the date of placing such amendments on the Service website, regardless of the terms of notification receipt. No Client's written notification of declining is recognized as acceptance of Contract new terms.
- 6.5. The Contract may be terminated by any of the Parties by sending written notification or an e-mail at least 20 (twenty) business days prior to the actual termination of services provision.
- 6.6. The Company may terminate present Contract based on improper fulfillment by the Client of terms hereof.
- 6.7. In case of present Contract termination on ground other than the foregoing, all matters related to re-calculation and payments are settled by agreement of the Parties or in manner established by laws.

## **7. GOVERNING LAW AND DISPUTES RESOLUTION**

- 7.1. Present Contract shall be regulated by laws of the Republic of Cyprus.
- 7.2. In case of any disputes and controversies between the Parties in respect of issues provided for by present Contract or in connection herewith, the Parties shall take all reasonable measures to settle by negotiations.
- 7.3. The pre-trial dispute settlement procedure is mandatory. Term for written claim response is 15 (fifteen) calendar days from the date of receipt. Claim shall be send by a registered mail with delivery confirmation or express delivery service against acknowledgment.
- 7.4. In case of failure to settle disputes hereunder by negotiations within 60 (sixty) days from the date of dispute arises, the dispute shall be filed to court authority at the Company's location.
- 7.5. The date of the first claim receipt is considered by the Parties as date of dispute origin.

## **8. FORCE MAJEURE CIRCUMSTANCES**

- 8.1. The Party shall be relieved from liability for failure to fulfill, in part or in full, its obligations hereunder, if such failure is caused by force-majeure circumstances, namely: interruptions in provision of Internet access services by the provider, hacker attacks, fire, military actions, strikes, prohibition of trade operations and other circumstances, independent of the will of the parties.
- 8.2. The specified circumstances shall be of unforeseeable and unavoidable nature, arise after entering into the contract and be independent of the Parties will. In case of force majeure, the term of performance of obligations hereunder shall be postponed in proportion to the time during which such circumstances have been in effect.
- 8.3. The Party suffering force majeure circumstances shall notify without delay the other Party of the occurrence or cessation. Untimely notification deprives the Party of the right to invoke them in the future.
- 8.4. If force majeure circumstances are in effect for more than 1 (one) calendar month, and during the term of force majeure, no agreement has been reached between the Parties concerning the Contract, the non-affected Party has the right to repudiate the Contract unilaterally, without judicial recourse.

## **9. FINAL PROVISIONS**

- 9.1. If any of the terms or conditions hereof is invalidated, null and void by a court of competent jurisdiction, the remaining provisions hereof shall remain in force and be in effect without change, and the provision recognized void shall be replaced by a valid one by virtue of applicable law, as close as possible, in its essence and value.
- 9.2. All documents that may be transmitted by the Parties by e-mail and/or provided in the Account and/or posted on the website of the Service will have legal effect, and each of the Parties shall have the right to demand execution of such document, in case such document obliges to take certain actions or, accordingly, to refrain from them, and also to invoke such document in case of disputes (controversies), unless otherwise provided by the Contract. Provided, that each of the Parties has the right to demand paper form of the document, in case of such necessity, and the Party, which fails to provide the document, in hard copy shall be liable for losses caused by such failure.
- 9.3. The Party, which has any changes (change of location, postal address, contact telephones, electronic addresses, etc.), related to the subject of this Contract is shall notify the other Party thereof at the latest 10 (ten) calendar days from the date of such change.
- 9.4. Relations arising hereunder shall not create legal partnership relations (joint activity or dependence), but are relations of the Company with one of the independent contractors.
- 9.5. If you have any questions, complaints or suggestions, you can contact us at: [support@promonavigator.com](mailto:support@promonavigator.com)

## **10. COMPANY DETAILS:**

**ONER INVESTMENTS LIMITED**

Pythagora, 3, Pythagoras Court, flat/office 102, 3027, Limassol, Cyprus

Registration number: HE 275568

IBAN: LV30RTMB0000624806419

SWIFT: RTMBLV2X

Bank: JSC Rietumu Banka, Riga, Latvia