

**DATE OF PUBLISHING ON THE SITE - the “18<sup>th</sup>” of January, 2022**

**Public agreement (offer)  
Instructions of use of SalesDoubler web-site**

**1. General provisions**

- 1.1. This document is an open proposition (hereinafter referred to as the “Offer”) of “SALESDOUBLER” limited liability company, a legal person according to the legislation of Ukraine, Single State Register of Enterprises and Organizations of Ukraine code 38981229 (hereinafter referred to as the “Company”), that is addressed to public at large, to conclude an agreement for providing of services (hereinafter referred to as the “Agreement”) under the conditions that are presented in this Offer, including all its annexes.
- 1.2. The Company publishes this Public agreement (offer) on the web-site: <https://salesdoubler.ua/>. The Offer comes into force from the moment of its publishing on the web-site: <https://salesdoubler.ua/>.
- 1.3. According to articles 633, 638, 641 of the Civil Code of Ukraine this Offer is a public agreement, and in case of taking (acceptance) of the conditions that are presented below, any capable physical or legal person (a User) is obliged to fulfil conditions of this Agreement, additions and annexes to it.
- 1.4. In this Offer, unless otherwise required by the context, the terms that are presented below have the following meaning:
  - **Company** – is “SALESDOUBLER” limited liability company, Single State Register of Enterprises and Organizations of Ukraine code 38981229, place of location: 04073, the city of Kyiv, Stepana Bandery street, house 13-B;
  - **Company Partner** – is a person that is in contractual relations with the Company and that provides his/her/its consent to use advertising and/or information materials that belong to him/her/it with the purpose of attracting of Clients;
  - **Company Partner Profile** – is a web-page on the web-site of SalesDoubler (<https://salesdoubler.ua/>), on which there are placed advertising or information materials of the Company Partner and conditions of their use;
  - **Site (Portal)** – is a web-site of SalesDoubler – it is a set of software and hardware, result of computer programming in the form of SalesDoubler on-line service that is placed in the Internet at the address: <https://salesdoubler.ua/> and that is at disposal and in use of the Company on the basis of a licence agreement with the owner of the Site, as well as Internet-pages of the Doers that were created by means of SalesDoubler on-line service;
  - **Site Administration** – is “SALESDOUBLER” limited liability company and/or other persons (sub-contractors) that are properly authorized by the Company to manage the Site and to provide the Services to the Users while using of the Site according to this Agreement;
  - **Company Services** – is a set of software and hardware that are provided by the Company for use according to this Agreement for the Users on the paid and free basis, including but not limited with: services of registration of the Users, creating of the Account (the Personal Cabinet), providing of information;
  - **User (Web-master / Doer)** – is any capable physical person, physical person-entrepreneur that have reached the age of 18, or a legal person that has accepted conditions of this Offer, that uses the Company Services and that uses the service according to conditions of this Offer and according to the Agreement;
  - **Partner of the User (Web-master / Doer)** – is a person that is in contractual agreement with the Doer and that is involved by the Doer in carrying out of his/her/its business activity as a sub-contractor within the sense of article 838 of the Civil Code of Ukraine;
  - **Client** – is a physical person that visits the Resource of spreading of advertising and/or information materials of the Doer and/or Doer Partners and/or Company Partners;

## **2. Subject of the Agreement**

- 2.1. In the order and under the conditions that are fixed in this Agreement the Company provides access by means of the Internet to “SalesDoubler advertising and analytical platform” computer programme that is located on the Company Site by the link: <https://salesdoubler.ua/>;
- 2.2. A moment of any interaction of the User with the Site, including but not limited with: registration on the Site, actual use of the Site Services and etc, is considered to be acceptance, moment of the full confirmation and unconditional taking of all conditions of the Offer, its annexes, instructions and additions that are its integral part. Getting of access to all available Site Services takes place after signing of the Agreement on joining to the public agreement in the form that is stipulated by Section 10 of this Offer;
- 2.3. The fact of any interaction on the Site means that the User has familiarized with, understands and unconditionally accepts conditions of this Offer in the full amount without objections and limitations;
- 2.4. The Company has the right to involve third persons (sub-contractors) in providing to the Users of all or part of services of use and/or access to the Site;
- 2.5. The User has the right to use the Site for carrying out of business activities in the sphere of spreading of advertising and/or information materials that belong to the Company Partners with the purpose of attracting of the Clients under conditions of this Offer;

## **3. The order of use of SalesDoubler Site by the User**

### **3.1. The User is allowed:**

- 3.1.1. To use and to spread advertising and/or information materials of the Company Partner on his/her web-sites and/or on web-sites of the User Partner under the conditions that are determined by this Offer and profile of the Company Partner with following of the norms of the acting legislation of Ukraine;
- 3.1.2. Advertising and/or information materials of the Company Partner and instructions for their use are determined by this Offer and on the Site in the profile of the Company Partner;
- 3.1.3. To collect personal data of the Clients with use of advertising and/or information materials of the Company Partners under the conditions that are determined by this Offer and on the Site in the profile of the Company Partner with following of norms of the acting legislation of Ukraine on protection of personal data;
- 3.1.4. To transfer to the Company personal data of the Clients that showed their intention to use services of the Company Partner, if there was got consent from the Client to such a transfer;

### **3.2. The User is not allowed:**

- 3.2.1. To use the information that was placed on the Site with violation of requirements of the acting legislation of Ukraine, this Agreement and/or the conditions that were determined in the profile of the Company Partner;
- 3.2.2. To collect personal data of the Clients with use of advertising and/or information materials of the Company Partners, and/or to transfer them to the Company with violation of requirements of the acting legislation of Ukraine on protection of personal data;
- 3.2.3. To carry out any interference in work of the Site, to copy or to use in another way any component of the Site;
- 3.2.4. To use the Site for carrying out of business activities in the sphere of spreading of advertising and/or information materials that belong to the Company Partners with the purpose to attract the Clients with use of forbidden traffic channels and words;
- 3.2.5. The full list of the forbidden traffic channels and words is located in the profile of the Company Partners by the link: <https://salesdoubler.ua/>;

## **4. Rights and obligations of the Company**

- 4.1. The Company is obliged to provide access to the Site with taking into account of provisions of this

Offer;

- 4.2. The User agrees that the Company reserves the right to change or to delete at its own discretion any information that was published on the Site, to limit or to terminate access of the User to the Services of the Company Site at any time because of any reasons under the condition of sending of the relevant written notice to the User;
- 4.3. The Company has the right to place advertising and/or other information in any section of the Site without arrangement with the User;
- 4.4. In case of violation of conditions of this Offer, norms of the acting legislation of Ukraine and/or international legal acts by the User, presence of judicial/executive/administrative and/or other proceedings in respect to the User and/or in which the User participates, carrying out of the actions/non-act by the User that cause damage and/or can cause damage to business reputation of the Company, the Company has the right to suspend, limit or terminate access of such a User to any Service of the Company Site unilaterally at any time without taking of responsibility for any damage that can be caused to the User by such actions;
- 4.5. The Company has the right to carry out sending to the Users of messages, including electronic messages to e-mail addresses, mobile phones numbers, social networks of the User, that contain organizational, technical, advisory or other information that relates to use of the Services of the Company Site;

#### **5. Conditions on intellectual property**

- 5.1. A set of programmes, data, trade marks, objects of intellectual property, including copyright objects and other objects, except the cases that are stipulated by clause 5.3. of this Offer, that are used on the Site or that are components of the Site, is intellectual property of the Company and is protected by the legislation on intellectual property of Ukraine, as well as by relevant international legal agreements and conventions;
- 5.2. Using of elements, symbols, texts, graphical images, programmes and other objects that are included to the Services of the Company, except the ones that are allowed in this Offer, is illegal without a permission of the Company or other legal representative, and it can be a reason for judicial examination and bringing of violators to civil and legal responsibility according to the legislation of Ukraine;
- 5.3. Advertising and/or information materials that were provided by the Company Partner and that are kept in the profile of the Company Partner are considered to be his/her/its property;
- 5.4. The User is not allowed to use objects of intellectual property that belong to the Company and/or Company Partner not for fulfilment of this Offer;
- 5.5. The User is not allowed to change in any way advertising and/or information materials that were provided by the Company Partner and that are kept in the profile of the Company Partner or other information that is presented on the Site;

#### **6. Responsibility of the Parties. Limitation of responsibility**

- 6.1. In cases of non-fulfilment or not proper fulfilment of their obligations according to conditions of this Offer, the Parties bear responsibility that is stipulated by the acting legislation and this Offer. The Party in fault indemnifies in the full amount the other Party for damage that was proved documentarily and that was caused by violation of conditions of this Offer and/or the acting legislation of Ukraine;
- 6.2. The Company is not responsible for any mistakes, omissions, breakups, defects and delay in processing or transfer of data, failures in connection lines, destruction of any equipment, illegal access of third persons to the Site that resulted in limitation of access of the User to the Service. The Company is not responsible for any technical failures or other problems of any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, failure of e-mail services and scripts because of technical reasons, for normal functioning and availability of separate segments of the Internet network and networks of operators of electronic

- connection that were used while carrying out of access of the User to the Company Services;
- 6.3. The Company is not responsible for compliance of the Company Services on the whole or partially with expectations of the User, for faultless and failure-free work of the Company Services, for termination of access of the User to the Company Services, as well as for keeping of Login and password of the User that provide access to the Company Services because of the reasons that relate to technical failures of hardware and software of the Company, and it does not indemnify the User for any losses that are connected with it;
  - 6.4. The Company is not responsible to the User or any third persons for any direct and/or indirect losses, including lost profit or lost data, damage of honour, dignity or business reputation that are a result of use of the Company Services by them, or absence of possibility to use them, or not authorized access of third persons to communications of the User;
  - 6.5. The Company is not responsible to the User or any third persons for any direct and/or indirect losses, including lost profit, that are a result of use of advertising and/or information materials that belong to the Company Partner and/or other information that is placed on the Site;
  - 6.6. The Company is not responsible to the User or any third persons for any direct and/or indirect losses, including lost profit, that are a result of processing/use/spreading of personal data of the Clients;

## **7. Processing of personal data**

### **7.1. Processing of personal data of the User:**

- 7.1.1 Processing of personal data of the Users is carried out according to the Constitution of Ukraine, the Law of Ukraine “Of protection of personal data”, other normative and legal acts and the conditions that are presented in this Agreement;
- 7.1.2 While registration on the Site the User provides his/her voluntary consent to provide permission for processing of his/her personal data, namely collection, registration, saving, storage, adaptation, change, renewal, use and spreading (distribution, realization, transfer), depersonalization, destruction of personal data, including with using of information (automated) systems;
- 7.1.3 The Company can collect and process the following data of the User, however, not limited with it:
  - name, surname, patronymic, date of birth, address of actual residence, place of registration, sex, family status, series and number of a passport, photo, date of an authorized person of the User, title of the User, details of the User, contact phone numbers, e-mail address, address of the place of location of the User, other contact data at will of the User;
- 7.1.4 Purpose of processing of personal data of the Users:
  - fulfilment by the Company of its obligations under this Agreement;
  - sending of messages of information, advertising, marketing and other character;
  - providing of information on services that are provided by the Company, on fulfilment or non-fulfilment of contractual obligations;
  - providing of information that is connected with holding of competitions, drawings, promotion actions, including announcement of winners and giving of prize to winners;
  - transfer of data of the User to the Company Partner in case of use of advertising and/or information materials that belong to the Company Partners with violation of the conditions that are stipulated by this Agreement;
  - on demand of state authorities under official requests of state authorities;

### **7.2. Processing of personal data of the Client:**

- 7.2.1 While collecting personal data of the Clients with use of advertising and/or information materials of the Company Partners and/or the Company the User is obliged to get consent of such a Client to process his/her personal data and their transfer to the Company and the Company Partner with following of norms of the acting legislation of Ukraine on protection of personal data;

7.2.2 A consent of the Client to process his/her personal data is to have the following content:

*“I provide for a possessor/owner of this resource (site/landing) and financial institutions, and the Aggregator and his/her Partners, and third persons my consent and the right to transfer, collect, keep, use, receive, spread and process any information about me, my personal data to banks, microcredit financial organizations, other financial institutions, the Aggregator, mobile communication operators, third persons, including to/from/through any bureau of credit history of Ukraine. The present consent is provided simultaneously for all entities that are stated above while repeated processing by them of my personal data.”;*

#### **8. Order of settlement of disputes**

- 8.1. All disputes and divergences that occur between the Parties, in the order of pre-trial settlement, are to be settled by means of negotiations and/or providing of propositions in respect to settlement of such disputes and divergences. At the same time the Parties agreed that the term of consideration and giving of response by each of the Parties in respect to results of consideration of a received proposition of the other Party makes 5 (five) working days from the moment of getting of such a proposition;
- 8.2. In case of no agreement and impossibility to settle by the Parties disputes and divergences in the stated pre-trial order, a dispute is to be settled in a court according to the acting legislation of Ukraine;

#### **9. Order of making of amendments and additions to the Offer**

- 9.1. The Company reserves the right to make amendments to the Offer and/or to withdraw the Offer at its discretion at any moment. In case of making of amendments, such amendments come into force from the moment of placement of the updated version of the Offer on the site according to provisions of clause 1.2. of this Offer, unless otherwise stipulated in the Offer;

#### **9. Signing of an application for joining to the offer**

**Agreement**  
**on joining to the public agreement**

the city of Kyiv

“ \_\_\_ ”                      202\_\_

\_\_\_\_\_ (to state the name of a company/surname, name and patronymic), \_\_\_\_\_ Registration Number of a Record Card of the Tax Payer (SSREOU code), in the person of \_\_\_\_\_ (to state the position of the signatory) \_\_ (surname, name and patronymic of the signatory), who acts on the basis of \_\_\_\_\_ (to state the document that is a ground for signing), (hereinafter referred to as the User), with signing of this Application on accepting of conditions of the Public agreement (offer) confirms that:

1. Having signed the present Agreement the User joins the Conditions of providing of information services (joining agreement) that is placed by the Company on the web-side: <https://salesdoubler.ua/>, he/she acknowledges its conditions in the full amount, he/she agrees with them and takes the obligation to properly fulfil conditions of the Public agreement (offer) without violation of the acting legislation of Ukraine, Joining agreement and rights of the Company.
2. Concluding the present Agreement the User realizes in the full amount meaning of his/her actions and understands their consequences, he/she has familiarized with the content of the Public agreement (offer) of joining of the User.
3. The User confirms that he/she has provided to the Company his/her consent to processing of his/her personal data (any information that relates to him/her, including but not limited with the information concerning his/her surname, name, patronymic, passport data, contact telephone numbers etc.) by the Company.