

TERMS AND CONDITIONS

of placing of informational and advertising materials on www.get-out.com

1. Definitions

Website: official website of the Company, contains publicly available, as specified by these Terms and Conditions, Suppliers' Offers are placed. The website's internet address is www.get-out.com.

Company: GetOut Limited Liability Company, a registered legal entity acting in accordance with the legislation of the Russian Federation (business ID (OGRN) 1177746169325, TIN: 7751037670, address: 22 km Kievskoe Shosse (pos. Moskovsky), building G, suite 542G, Moscow, Russia, 108811).

Supplier: an individual entrepreneur, legal entity or person, resident of the Russian Federation, placing an Offer on the Website.

Offer: a combination of informational and advertising materials, containing the details of services/service packages of the Supplier, prices and other information about the Supplier and the services thereof.

Terms and Conditions: the present Terms and Conditions of placing of informational and advertising materials on www.get-out.com.

Tariffs of the Company: the amount of fee for placing of one Offer or a package of Offers, as well as the period of placing of such Offers on the website at the price specified by the tariff and approved by the Company.

User: the user/visitor of the Website

Parties (a Party): collectively or separately, the Company and the Supplier.

2. Principal provisions and the order of joining the present Terms and Conditions

2.1. The Company, being the owner and the developer of the Website, grants to the Supplier, in accordance with the order and under the conditions and at the price specified by the present Terms and Conditions and the Tariffs of the Company, the possibility of placing an Offer (a package of Offers) on the Website in the purposes of demonstration of such to their Users.

2.2. In order to join the present Terms and Conditions and obtain the possibility to submit the Offers to the Company for their further placing on the Website, the Supplier shall fill in and sign the Form in Appendix 1 to the present Terms and Conditions (hereinafter referred to as the Form) and send the filled in and signed Form to the Company's e-mail (go@get-out.com). The Supplier, in order to join the present Terms and Conditions, shall make payment for the placing of the Offer (package of Offers) to the bank account of the Company (see bank details below), in the amount specified by the Tariffs of the Company.

2.3. By submitting the Form to the Company:

the Supplier (or the sole executive body of the Supplier) grants the Company their consent to process their personal data (such as but not limited to passport details, full name, place of living, birth date, phone number, etc.) with or without help of automatic means, including gathering, recording, systematization, accumulation, storage, clarification (e.g. updating and modifying), extraction, usage, transfer (distribution, submitting, granting access), depersonalization, blocking, deletion, termination, as well as any other similar actions applicable to personal data provided. The Supplier also grants the Company the right to convey the aforementioned personal data, for the purposes specified in the Terms and Conditions, to third parties (should this be required by the Terms and Conditions or the existing

legislation of the Russian Federation), with the right to process the personal data without obtaining a separate agreement or consent for such conveying.

Withdrawal of the agreement to this clause's provisions by the Supplier, shall be the grounds of repudiation by the Company to carrying out of the Contract for Services of placing of Offers.

- 2.4. The transfer of payment amount for the placing of Offer (package of Offers) in accordance with the Tariffs of the Company to the bank account of the Company (see below) shall be mandatory for the Supplier in order to join the present Terms and Conditions. The transfer of the amount to the bank account of the Company with the purpose to pay for the placing of the Offer (package of Offers) shall be made only from the bank account of the Supplier of their credit organization (banking company).
- 2.5. Filling out, signing and submitting of the Form to the Company together with payment of the fee amount for the placing of the Offer (package of Offers) to the bank account of the Company, shall be considered as applying of the Supplier to join the present Terms and Conditions (hereinafter referred to as Application to join).
- 2.6. Confirming of the Company by e-mail to the electronic address the Supplier's Form was sent from shall be considered as acceptance by the Company of the joining of the Supplier to the present Terms and Conditions.
- 2.7. By sending the Application to join in accordance with the order set by the present Terms and Conditions, the Supplier confirms that they are familiar with the present Terms and Conditions, including but not limited to the order of joining to the Terms and Conditions, liability limitations of the Company for not fulfilling or/and insufficient carrying out of their responsibilities to the Supplier. It also confirms shall confirm that fact that the Terms and Conditions and Appendices do not contain burdening conditions for the Supplier. The Supplier confirms that submitting the Application to join, they act out of their own intentions and decisions and not in connection with enforcement by a third party. By submitting their Application to join, the Supplier shall join the Terms and Conditions no other than as a whole.
- 2.8. The present Terms and Conditions with the Appendices constitute a joinder agreement in accordance with article 428 of the Civil Code of the Russian Federation.
- 2.9. The present Terms and Agreement, and the Form, together constitute the Contract of services of placing Offers.

3. Placing an Offer

- 3.1. The Supplier has the right to place their Offers on the Website from the moment of joining the present Terms and Conditions and having paid for the placing of their Offer (package of Offers). Each placing of the Offer shall be paid by the Supplier in the amount set by the Tariffs of the Company. The Offer should be placed on the Website no sooner than the full payment by the Supplier for the placing of the Offer is made. The period of one Offer for the price set by the Tariffs of the Company is one month. The prolongation of the Offer for each following month shall be carried out after the Supplier made payment for prolongation of the Offer in the amount set by the Tariffs of the Company. The Supplier has the right to place unlimited number of their Offers having paid for each Offer the price in the amount set by the Tariffs of the Company.
- 3.2. The placing of advertising materials should be made by submitting of the Offer to the e-mail of the Company (go@get-out.com) containing the text that the Supplier wants to place on the Website, as well as attachment of photo, video and other graphical materials that should be accompanied by the text of the Offer.
- 3.3. The Offer shall not be accepted if it contains:

- 3.3.1. materials with information, images that violate the current legislations of the Russian Federation;
 - 3.3.2. materials that directly prohibited to be publicly demonstrated or distributed;
 - 3.3.3. materials violating the rights of a third party;
 - 3.3.4. materials offending certain individuals or a group of people, including those defined by their religious, ideological, political or other affiliation;
 - 3.3.5. materials calling to violence;
 - 3.3.6. materials with images and/or videos, or links to images and/or videos of erotic or pornographic character;
 - 3.3.7. materials with information, data, images, videos about substances banned in the territory of the Russian Federation;
 - 3.3.8. materials with Nazi symbols or justifying the actions of the Nazi;
 - 3.3.9. materials with information about terrorism and religious, political and other organizations banned in the territory of the Russian Federation.
- 3.4. All Offer shall be pre-moderated and may be corrected by the Company and placed in the Website after having been agreed with the Supplier.
 - 3.5. The price and the period of one Offer is set by the present Terms and Conditions and the Tariffs of the Company.
 - 3.6. One Offer should contain no more than one offering of a service of the Supplier, or one package of services sold at a certain price.
 - 3.7. The Company holds the right to refuse to place an Offer without giving reasons and at their sole discretion; in case of such refusal, the Company must return the amount of the Offer's price to the Supplier.

4. Payment for placing Offers

- 4.1. The Supplier pays to the Company for each Offer (package of Offers) the amount of price set by the Tariffs of the Company published on the Website. The Tariffs of the Company set the price of one Offer for the period of one month.
- 4.2. Should the Supplier submit to the Company their request to stop placing their Offer on the Website before the end of the paid period, the amount of money paid by the Supplier for placing of the Offer on the Website shall not be returned to the Supplier, save in the event of termination of the Contract for the services of placing of Supplier's Offers as a result of the Company's failure to fulfill or incorrect fulfillment of their obligations under the Contract for the services of placing of Offers.
- 4.3. The prices of Offer's placing are VAT free due to the Company's use of simplified tax system.
- 4.4. The Supplier's right to submit to the company the Offer to be placed on the Website arises from the moment of payment by the Supplier for placing of the Offer to the bank account of the Company. The payment is valid for the period of placing of the Offer paid by the Supplier. Placing of the Offer is carried out no sooner than remittance of payment by the Supplier is made for the Offer (package of Offers), and no later than the following day after agreeing of the format and the text of the Offer between the Company and the Supplier. The agreeing of the format and the text of the Offer shall be made between the Parties by e-mail. The e-mail address of the Company is go@get-out.com, the e-mail address of the Supplier should be provided in the Suppliers Information Form.

4.5. The Company holds the right to make amendment to the Tariffs on a unilateral basis. The modified Tariffs come into effect after seven calendar days from the date of publishing of the revised version of the Tariffs on the Website. The new revised Tariffs shall not be applied to already paid Offers (package of Offers) by the Supplier.

4.5. The bank account information for payments for placing of Offers (package of Offers) is:

Beneficiary: GetOut LLC

TIN/RRC: 7751037670/775101001

Account: 40702810201500006739

In TOCHKA PAO BANK FK OTRKITIE

Correspondent account: 30101810845250000999

RCBIC: 044525999, Moscow

5. Rights and liabilities of the parties

5.1. The Company has the following rights:

5.1.1. To receive payments for placing of Offers (package of Offers) on the Website from the Supplier.

5.1.2. To make functional, software, technical and graphical changes to the Website.

5.1.3. To make changes to the present Terms and Conditions on their sole discretion. The changes come into force: for the Suppliers who had joined the Terms and Conditions prior to the changes, after seven calendar days from the day of publishing of the revised Terms and Conditions on the Website; for the Suppliers are willing to join the Terms and Conditions, from the day of publishing of the revised Terms and Conditions on the Website.

5.1.4. To terminate the Contract unilaterally out of court, having notified the Supplier at least one calendar day before the supposed date of termination of the Contract to the e-mail or mobile phone number of the Supplier. All obligations of the Parties that arise under the Contract until the moment of termination of the Contract, and being not fulfilled on the date of termination, are to be counted in effective until they are completely fulfilled by the Parties, including the obligation of the Company to demonstrate the paid Offers for the paid period, unless the Supplier informed otherwise.

5.1.5. To use other rights of the Company set by the present Terms and Conditions and the existing legislation of the Russian Federation.

5.2. The Company has the following obligations:

5.2.1. To place Offers of Suppliers who joined the present Terms and Conditions, in the order set by the Terms and Conditions, and including the right of the Company specified in clause 3.7 of the Terms and Conditions.

5.2.2. To maintain functionality and accessibility of the Website 24 hours a day, 7 days a week. However, the Company has the right to temporarily stop the work of the Website and its accessibility for the period of announced maintenance works, having notified the users of the Website accordingly through a technical webpage demonstrated to the users.

5.2.3. To fulfill other obligations of the Company set by the present Terms and Conditions.

5.3. The Supplier has the following rights:

- 5.3.1. To demand from the Company fulfillment of obligations set by the present Terms and Conditions.
- 5.3.2. To submit applications to place their Offers to the Company in the order set by the present Terms and Conditions.
- 5.3.3. To terminate the Contract having notified the company via e-mail of the Company specified in clause 2.2. of the present Terms and Conditions. In such case the Contract is considered terminated on the following working day after the date of the said notification. All obligations of the Parties that arise under the Contract until the moment of termination of the Contract, and being not fulfilled on the date of termination, are to be counted in effective until they are completely fulfilled by the Parties, including the obligation of the Company to demonstrate the paid Offers for the paid period, unless the Supplier informed otherwise.
- 5.3.4. To use other rights of the Supplier set by the present Terms and Conditions.
- 5.4. The Supplier has the following obligations:
 - 5.4.1. To follow the provisions set in the present Terms and Conditions.
 - 5.4.2. To pay for the placing of their Offers in the order, period and amount set by the present Terms and Conditions and the Tariffs of the Company.
 - 5.4.3. To inform the Company of any change in the information of the Supplier specified in the Supplier's Information Form, including but not only the passport information, the registered location, the sole executive body, the contact information (phone number, address, e-mail). In case of non-fulfillment of this obligation the Company has no responsibility if the Supplier does not receive notifications or other communication messages submitted by the Company to the Supplier's previously provided contact information.
 - 5.4.4. To receive consultations from the Company about placing of Offers on the Website.
 - 5.4.5. To fulfill other obligations of the Supplier set by the present Terms and Conditions.

6. Liability of the parties

In case of violation, non-fulfillment, incorrect fulfillment, avoiding of fulfillment of obligations set by the present Terms and Conditions by any of the Parties, the Party that made such violation, non-fulfillment, incorrect fulfillment, avoiding of fulfillment of obligations set by the present Terms and Conditions, shall be pledged responsible in accordance with the existing legislation of the Russian Federation.

7. Force majeure

- 7.1. The Parties are free from responsibilities for non-fulfillment or incorrect fulfillment of obligations of Parties under the Contract, if complete fulfillment of the obligations was recognized to be impossible due to force majeure circumstances.
- 7.2. Force majeure circumstances include external extraordinary events, not occurring during the signing of the Contract and which were beyond the reasonable control of the Parties; the said events could not have been prevented by the Parties with measures and means, which are reasonably expected from a dutifully acting Party. Among such events and circumstances the Parties agreed to name acts of war, epidemics, fires, natural calamities, actions of public authorities, making impossible the fulfillment of obligations under the Contract.
- 7.3. The Party upon being affected by the force majeure circumstances must immediately (no later than in three working days) notify the other Party of the fact, the type and assumed duration of the force

majeure circumstances, preventing the affected Party from fulfilling the obligations under the Contract and the Terms and Conditions. If the affected Party fails to notify the other Party of the said force majeure circumstances, the affected Party cannot count such circumstances and the reason to be released of their liabilities.

- 7.4. During the period of force majeure circumstances, the fulfilling of the obligations under the Contract shall be put on hold, and punitive sanctions for the non- fulfilled obligations shall not be applied.
- 7.5. The occurrence of force majeure circumstances, if the set measures to notify the other Party according to clause 7.3 of the present Terms and Conditions are carried out, shall increase the period of fulfillment of the obligations under the Contract for the period of duration of such circumstances.
- 7.6. A notice or notification issued by a Chamber of Commerce and Industry or any other competent or authorized body, shall be sufficient confirmation of the occurrence and duration of force majeure circumstances.
- 7.7. If duration of force majeure circumstances exceeds two consecutive months, any Party has the right to unilaterally terminate the Contract by notifying the other Party accordingly.

8. Confidential information

- 8.1. The Parties under the Contract regard confidential information any information, received by the Parties from each other in the process of fulfillment of the terms, conditions, provisions and obligations of the Parties, set by the present Terms and Conditions, including the information about Suppliers, representatives and authorized person of Suppliers, as well as any other information received during fulfillment of the Contract (or realization of rights and obligations of the Parties). In this case, any additional marking of such information as confidential is not required.
- 8.2. The fact of closing of the Contract and the subject of the Contract are no confidential information.
- 8.3. The Parties assume the obligation not to disclose confidential information, including the event when they do not have consent of any other Party information of which is, including but not limited, as specified in clause 8.1 of the present Terms and Conditions, became known to the Parties, except when this information must be conveyed being legitimately and reasonably requested by competent governmental authorities in accordance with the legislation of the Russian Federation. The Parties also assume the obligation to protect the confidential information from being accessible to third parties.
- 8.4. The Parties are obliged to follow the requirements of the provision of the Federal Law of 27th July 2006 #152-FZ 'About Personal Data' regarding personal data of subjects of personal data: individuals who act as Suppliers or are authorized representatives of Suppliers, acting on behalf of Suppliers, including cases of processing their personal data (such as but not limited to passport details, full name, place of living, birth date, phone number, etc.) with or without help of automatic means, including gathering, recording, systematization, accumulation, storage, clarification (e.g. updating and modifying), extraction, usage, transfer (distribution, submitting, granting access), depersonalization, blocking, deletion, termination, as well as any other similar actions applicable to personal data provided. The Supplier also grants the Company the right to convey the aforementioned personal data, for the purposes specified in the Terms and Conditions, to third parties, should this be required by the Terms and Conditions or the existing legislation of the Russian Federation.

9. Settlement of disputes

- 9.1. The present Terms and Conditions should be interpreted in accordance with the existing legislation of the Russian Federation.

- 9.2. The Parties will seek to settle by means of negotiation all disputes and disagreements that might arise during fulfillment of the Contract. Following the pre-court complaint and dispute settlement procedure shall be obligatory for each of the Parties. The complaint procedure shall be considered carried out, if one Party submits their written complaint to the address of the other Party (the address initially specified by the Supplier in their Information Form, or the address submitted later to the company by the Supplier; the postal address of the Company for notifications, complaints, etc., is: 22 km Kievskoe Shosse (pos. Moskovsky), building G, suite 542G, Moscow, Russia, 108811), while the other Party who received the complaint and did not fulfill the demand that the complaint contained or did not reply to the Party that had sent the complaint within ten working days since the day of receiving such complaint.
- 9.3. If the negotiations called to settle the dispute fails to do so, the dispute shall be settled in the Arbitration Court of Moscow (if an individual person is acting as the Supplier under the contract, the dispute shall be settled in the court of general jurisdiction at the Company's location, except the disputes the settlement of which is implemented in accordance with the legislation of consumers' protection: should this occur the disputes shall be settled in the court of general jurisdiction in accordance with arbitrability set by the existing legislation of the Russian Federation).

10. Other provisions

- 10.1. For all issues, unsettled provisions and terms of the present Terms and Conditions, the Parties exercising their rights and fulfilling their obligations shall be guided by the existing legislation of the Russian Federation.

**Appendix 1. Appendix to the Terms and
Conditions of placing of informational and
advertising materials on www.get-out.com**

SUPPLIER'S INFORMATION FORM

For Individuals	
1. Name	
2. Address of registration	
3. Passport details	

For companies and entrepreneurs	
4. Name of company or entrepreneur	
5. business ID (OGRN) / Primary State Registration Number of the Sole Proprietor	
6. TIN (taxpayer reg. No.) / RRC (registration reason code)	
7. Address (location)	
8. Legal entity's representative (position) / managing organization	
9. Legal entity's representative (name)	
10. Legal entity's representative (credentials)	

Contact information	
11. Phone number	
12. E-mail	

By signing and submitting this form to the Company, the Supplier (or the sole executive body of the Supplier) grants the Company their consent to process their personal data (such as but not limited to passport details, full name, place of living, birth date, phone number, etc.) with or without help of automatic means, including gathering, recording, systematization, accumulation, storage, clarification (e.g. updating and modifying), extraction, usage, transfer (distribution, submitting, granting access), depersonalization, blocking, deletion, termination, as well as any other similar actions applicable to personal data provided. The Supplier also grants the Company the right to convey the aforementioned personal data, for the purposes specified in the Terms and Conditions, to third parties (should this be required by the Terms and Conditions or the existing legislation of the Russian Federation), with the right to process the personal data without obtaining a separate agreement or consent for such conveying.

(Name, position *(for legal entities)*, signature)

Place of Seal *(for legal entities)*

**Appendix 2. Appendix to the Terms and Conditions
of placing of informational and advertising
materials on www.get-out.com**

Price list

Name	Price
Subscription fee for placing of one event for 3 months	1 800 roubles
Subscription fee for placing of one event for 6 months	3 300 roubles
Subscription fee for placing of one event for 9 months	4 500 roubles
Subscription fee for placing of one event for 12 months	5 400 roubles

Prices applicable from 1st September 2017