

PUBLIC OFFER

for the Provision of Services

City of Moscow

«01» December 2023

1. General Provisions

1.1. This document, in accordance with clause 2 of Article 437 of the Civil Code of the Russian Federation, constitutes an offer (a Public Offer) (hereinafter the «Offer») of the Contractor addressed to a person (hereinafter the «Customer») who accepts the proposal to conclude a Contract for the provision of services for a fee (hereinafter the «Contract») on the terms set out below. Pursuant to the requirements of Article 438 of the Civil Code of the Russian Federation, acceptance of the offer (the response of the person to whom the offer is addressed, stating its acceptance) must be complete and unconditional.

1.2. If the Customer does not accept all the terms of the Offer as they are set out in this document, the Customer undertakes to refrain from accepting it.

1.3. Acceptance of this Offer to conclude the Contract with the Contractor is confirmed by:

1.3.1. Completion of the Customer's registration on the Website; and

1.3.2. Execution of the first transfer of funds to the Contractor.

1.4. Where the Customer has completed registration but has not made the first transfer of funds, the Customer obtains the ability to use the Service on a trial (familiarisation) basis, without the ability to run Advertising Campaigns.

1.5. Once the Customer has performed the implied (conclusive) actions specified in clause 1.3 confirming acceptance of this Offer, the Customer and the Contractor become parties to the Contract, the terms of which are set out below.

1.6. The Contractor is entitled to amend the terms of this Offer (including the terms of the Contract) unilaterally by publishing new versions thereof on the Website. Amendments to the terms of this Offer (including the terms of the Contract) shall apply to the relations of the Parties unless the Customer submits written objections within 14 days. The Customer shall monitor changes to the terms on the Website independently.

1.7. By accepting this Offer, the Customer also confirms its consent to the terms of the Service's personal data processing policy published on the Website at: http://zaleycash.com/static/core/docs/personal_data_processing_policy.pdf.

2. Terms and Definitions

2.1. **Advertising Campaign** — the placement of the Customer's Advertising Materials on Advertising Platforms in accordance with this Contract;

2.2. **Advertising Materials** — any items, including textual, graphic, audio, video and mixed materials, containing or expressing advertising;

2.3. **Advertising Platform** — a platform on the Internet, an Internet page or a network of websites on which Advertising Materials are placed;

2.4. **Reporting Period** — a period of one calendar month;

2.5. **Website** — the website located on the Internet at: <https://zc.guru/>;

2.6. **Service** — the software providing access to Advertising Platforms on the Internet and to other services, hosted on the Website, by means of which the services under this Contract are rendered;

2.7. **Personal Account** — a section of the Website forming part of the Service, access to which is obtained by entering the Customer's login and password. Registration takes place on the Website's home page. After the

«Sign up» button is clicked, an email is sent from info@zaleycash.com to the address specified by the Customer, containing the login and password generated for the account and a link to the Personal Account. The Customer bears sole responsibility for keeping its Personal Account login and password secure. All actions performed on the Website under the Customer's login are deemed to have been performed by the Customer.

3. Subject Matter of the Contract

3.1. The Contractor undertakes to provide the Customer, by means of the Service, with services granting access to Advertising Platforms and other services on the Internet, and the Customer undertakes to accept and pay for such services.

3.2. The list of services rendered by the Contractor, their type, volume and time of provision are determined in the Customer's Personal Account.

4. Procedure for Interaction between the Parties

4.1. Interaction between the Parties under this Contract is carried out through the Customer's Personal Account and/or by email. The Contractor's email address for interaction under this Contract is: info@zc.guru. The Customer's email address for interaction under this Contract is the address specified by the Customer in the Personal Account.

4.2. The Customer undertakes to keep the contact details provided upon registration, such as telephone number and email address, up to date. Such contact details may be used by the Contractor:

4.2.1. To send notices and messages relating directly to the use of the Service;

4.2.2. To send advertising information to the Customer (where the Customer has consented to receiving advertising information by ticking the relevant box upon registration with the Service).

4.3. The Parties to this Contract recognise the legal force of documents the texts of which are received by email and/or through the Personal Account on a par with documents executed in simple written form.

5. Rights and Obligations of the Parties

5.1. The Customer:

5.1.1. Places Advertising Materials independently by means of the Service and warrants to the Contractor that they comply with the requirements of the Advertising Platforms on which they are placed.

5.1.2. Undertakes to make payments in a timely manner and in full in accordance with the terms of the Contract;

5.1.3. Undertakes, at the Contractor's request, to provide licences/permissions/certificates and other written evidence confirming the lawfulness of the Customer's use of intellectual property and means of individualisation in the Advertising Materials;

5.1.4. Undertakes, at the Contractor's request and in accordance with the principle of due diligence, to provide certified copies of documents confirming the legal legitimacy of the Customer's activities (certificate of state registration, certificate of tax registration, charter, a document confirming the authority of the person acting on behalf of the Customer (minutes, resolution, power of attorney), and other documents required by applicable law).

5.2. The Contractor:

5.2.1. Commences the provision of services after receiving payment from the Customer in the manner set out in Section 6 of the Offer, provided that the Customer has correctly stated the purpose of payment. Services are provided until the advance payment made by the Customer has been fully worked off, unless otherwise agreed by the Parties;

5.2.2. In order to perform its obligations under the Contract, the Contractor is entitled to engage third parties, bearing responsibility for their actions as for its own, subject to the exceptions set out in clause 8.1

of this Offer;

5.2.3. The Contractor is entitled to grant bonuses for the use of the Service where the Customer follows a link to an Advertising Platform's website placed in the Personal Account and subsequently registers on that Advertising Platform's website;

5.2.4. Undertakes to comply with all applicable rules and requirements of current legislation and not to infringe the exclusive rights of third parties;

5.2.5. Is entitled not to commence, or to suspend, the provision of services under this Contract in the event that the Customer breaches the payment deadlines and terms and/or fails to sign or provide signed Service Acceptance Certificates, until such breaches are fully remedied;

5.2.6. In the course of providing the services, the Contractor undertakes to ensure the functioning of the Customer's Personal Account;

5.2.7. The Contractor is entitled to modify the software component and to make changes to the interface of the Personal Account;

5.2.8. The Contractor is entitled to suspend the operation of the software and/or hardware ensuring the functioning of the Personal Account upon detection of material malfunctions, attempts of unauthorised access, errors and failures, as well as for the purpose of carrying out preventive maintenance and preventing unauthorised access to the Personal Account, for a period not exceeding five business days. Where it is necessary to suspend the operation of the software and/or hardware ensuring the functioning of the Personal Account for a period exceeding five days, the Contractor undertakes to notify the Customer thereof by sending an information letter to the email address specified by the Customer in the Personal Account no later than 2 (two) business days prior to the date of such suspension;

5.2.9. The Contractor is entitled to restrict the Customer's access to its Personal Account in the following cases:

- breach by the Customer of the terms of this Contract;
- commission by the Customer of actions violating the provisions of the current legislation of the Russian Federation.

In such a case, the Contractor shall send the relevant notice to the email address specified by the Customer upon registration.

6. Payment Procedure

6.1. Unless otherwise stated in the Customer's Personal Account, the cost of the Contractor's services amounts to 30% of the sum transferred by the Customer for running the Advertising Campaign.

6.2. Where the Contractor's services are paid for by way of requesting/issuing an invoice, the cost of the Contractor's services is added to the amount payable for running the Advertising Campaign in the relevant invoice. Invoices are requested/issued by email. The Customer undertakes to pay the invoice within the period specified therein. If no payment deadline is specified in the invoice, the Customer shall pay it within 3 (three) business days of its receipt.

6.3. The Customer may also transfer funds to the Contractor within the framework of the applicable forms of cashless settlement using electronic payment systems (payment agents). In such case, the amount of the relevant transfer made by the Customer shall include the cost of the Contractor's services provided for in clause 6.1 of this Offer.

6.4. All settlements under the Contract are made in roubles.

6.5. For the purposes of the Contract, the date of payment is the date on which the funds are credited to the correspondent account of the Contractor's bank.

6.6. If the Customer carries out its activities outside the territory of the Russian Federation and has no branches or representative offices within the territory of the Russian Federation, the services under this Offer are not

subject to VAT, since the territory of the Russian Federation is not recognised as the place of supply of the services by virtue of Article 148 of the Tax Code of the Russian Federation.

7. Procedure for Delivery and Acceptance of Services

7.1. The final cost of the services is determined by the Parties at the end of the reporting period and depends on the actual volume of services rendered to the Customer.

7.2. The Parties have agreed that the statistical information in the advertising management interfaces of the Customer's Personal Account constitutes necessary and sufficient confirmation of the placement of the Advertising Materials.

7.3. No later than 20 (twenty) calendar days from the end of each reporting period, the Contractor shall send the Customer a Service Acceptance Certificate to the Customer's email address specified in the Personal Account, as well as the original Service Acceptance Certificate in 2 (two) counterparts bearing the Contractor's signature and seal and, where necessary, an invoice for payment in 1 (one) counterpart.

7.4. The Customer shall, within 4 (four) business days:

7.4.1. from the date of receipt of the Service Acceptance Certificate from the Contractor by email, review and approve it and send the Service Acceptance Certificate signed on its part in electronic form to the Contractor's email address, or send a reasoned refusal to approve it. Where a reasoned refusal to approve the Service Acceptance Certificate is sent, the Parties shall hold negotiations with a view to settling the Customer's claims;

7.4.2. from the date of receipt of the originals of the Service Acceptance Certificate from the Contractor, send the Contractor the Service Acceptance Certificate signed on its part in 1 (one) counterpart.

7.5. If the Customer evades signing the Service Acceptance Certificate, or if the Contractor does not receive the Customer's reasoned refusal to sign the Service Acceptance Certificate upon expiry of the period specified in clause 7.4 of this Contract, the Parties shall deem the Service Acceptance Certificate to be signed and the services to be accepted by the Customer and rendered to the Customer in a proper manner, within the time limits and in the volume corresponding to the terms of this Contract.

8. Liability of the Parties

8.1. The Parties have expressly agreed that, since the services are rendered by means of the Service and the Contractor is unable to influence the proper performance of obligations by the Advertising Platforms on which the Customer places its Advertising Materials, the Contractor shall not be liable for any breach by such Internet resources of the procedure for, or the timing of, Advertising Campaigns and shall not compensate the Customer for any losses incurred by it in this connection.

8.2. The Customer bears sole and full responsibility for the compliance of the content of the Advertising Materials with the requirements of the legislation of the Russian Federation, for the legal validity of the use of logos, trade names and other intellectual property and means of individualisation in the Advertising Materials, as well as for the absence from the Advertising Materials of any mandatory information required by the legislation of the Russian Federation.

8.3. If the content of the Customer's Advertising Materials placed under the Contract gives rise to any claims, lawsuits and/or sanctions being brought against the Contractor, the Customer undertakes to settle the claims that have arisen independently and without involving the Contractor, including by making the necessary payments at its own expense, and, if the Contractor has incurred any costs in such case, to reimburse them in full.

8.4. The Customer is responsible for keeping its Personal Account password secure and for any actions performed by any third parties in the Personal Account using the Customer's login and password. If the Customer discovers that the password for accessing the Personal Account has been compromised (has become

known to third parties), the Customer undertakes to change the password immediately and to notify the Contractor of the discovered fact.

8.5. The Contractor shall not be liable for the Customer's achievement of any desired result. The Customer is given no guarantee that any goals will be achieved through the use of the Service.

8.6. The Contractor shall not be liable for late notification of the Customer, or for failure to notify, where the Customer provided an incorrect telephone number or email address upon registration, or where the Customer's telephone number or email address has changed and the Customer has not updated this information in the Personal Account.

8.7. The Contractor acknowledges the possibility of failures in the operation of the Service caused by technical faults or the wilful acts of third parties. Should such a situation arise, the Contractor shall not be liable for the non-performance or improper performance of its obligations under the Contract and reserves the right to suspend the operation of the Service and its components until the threats or errors are eliminated. The Contractor shall use all reasonable efforts to eliminate the technical faults that have arisen within a reasonable time. In all cases of failures in the operation of the Service, the Contractor shall not compensate the Customer for losses incurred as a result of such failures.

9. Intellectual Property

9.1. By registering on the Website or using any other components of the Service, the Customer acknowledges that all designations, logos, trademarks, service marks and commercial designations of the platforms, as well as other data, results of intellectual activity and means of individualisation published and available on the Website, are the intellectual property of their owners and are protected by applicable law.

9.2. No one is entitled to copy, distribute, publicly display or create derivatives of the Website and/or the Service, or to use any materials placed thereon, without having obtained the Contractor's prior consent.

10. Confidentiality

10.1. Any information obtained by the Parties in the course of performing the Contract is treated as confidential and may not be disclosed to third parties, except:

- in response to requests from authorised state authorities;
- for the purposes of performing this Contract;
- in other cases provided for by the current legislation of the Russian Federation.

10.2. Confidential information at all times remains the property of the Party that provided such information.

10.3. The obligation to keep Confidential Information secret in accordance with the terms of this section applies from the moment the Contract enters into force and for 3 (three) years after the termination of the Contract.

11. Procedure for Transferring Information to Roskomnadzor

11.1. For the purposes of this section, the terms below have the following meanings:

- **Advertiser** — a person holding the exclusive right to the objects of advertising and/or being the manufacturer or producer of a product or service, or another person that has determined the object of advertising and/or the content of the advertisement.
- **Advertising Distributor** — a person carrying out and/or organising the distribution of an advertiser's advertising on the Internet by any means, in any form and using any media, including in the form of banners, text or text-and-graphic blocks, video clips, audio recordings, live audio and/or video broadcasts, aimed at attracting the attention of consumers located within the territory of the Russian Federation.
- **Advertising Data Operator (ADO)** — owners of computer programs intended to establish the fact of distribution of advertising on the Internet, authorised by the Federal Service for Supervision of

Communications, Information Technology and Mass Media (hereinafter «Roskomnadzor») to keep records of advertising on the Internet and to provide information to Roskomnadzor.

- **Unified Register of Internet Advertising (URIA/ERIR)** — the system created in accordance with the provisions of Federal Law No. 347-FZ of «02» July 2021 «On Amendments to the Federal Law ‘On Advertising’», intended for the recording, storage and processing, by the federal executive authority exercising control and supervision functions in the field of mass media, mass communications, information technology and communications, of information on advertising distributed on the Internet.
- **Information** — data on advertising distributed on the Internet, including information about Party 1, the composition of which is determined by current legislation, including but not limited to part 1 of Article 18.1 of the Federal Law «On Advertising».

11.2. The Customer instructs, and the Contractor undertakes, to provide information on advertising placed by the Contractor and distributed on the Internet, aimed at attracting the attention of consumers located within the territory of the Russian Federation, to Roskomnadzor or to an advertising data operator, on the basis of part 3 of Article 18.1 of Federal Law No. 38-FZ of 13 March 2006 «On Advertising» and Resolution of the Government of the Russian Federation No. 948 of 25 May 2022 «On Approval of the Criteria for Classifying Advertisers, Advertising Distributors and Operators of Advertising Systems That Have Placed Advertising on the Information and Telecommunications Network ‘Internet’ Aimed at Attracting the Attention of Advertising Consumers Located within the Territory of the Russian Federation as Persons Obligated to Provide Information on Such Advertising to the Federal Service for Supervision of Communications, Information Technology and Mass Media», on the terms set out in this Section. The obligation specified in this clause does not extend to cases where advertising is placed by the Customer independently, as referred to in clause 3.1.1 of the Contract, unless the Parties agree otherwise.

11.3. For the purposes of performing the transfer obligations:

11.3.1. The Customer undertakes:

- To provide the Contractor in good time with documents and information relating directly to the advertising, including information the composition of which is determined by Order of the Government of the Russian Federation No. 1362-r of 30 May 2022, which the Contractor requires in order to submit them to Roskomnadzor (to the advertising data operator).
- The Parties have agreed that the information referred to in this clause shall be provided by the Customer no later than 10 (ten) business days before the deadline for the Contractor to submit the relevant information falls due, but in any event no later than upon expiry of 1 (one) business day from the date of the Contractor’s corresponding request. Should the information previously provided to the Contractor change, the Customer undertakes to notify the Contractor of such changes.

11.3.2. The Contractor undertakes:

- to interact with Roskomnadzor through an advertising data operator;
- to obtain an advertising identifier from the advertising data operator;
- to transfer the information established by Roskomnadzor about the advertising during the month following the calendar month in which the advertising was distributed on the Internet (through advertising data operators);
- to ensure that advertising distributed on the Internet, with the exception of advertising placed in television programmes and broadcasts and radio programmes and broadcasts distributed on the Internet, bears the marking «advertisement» («реклама»), as well as an indication of the advertiser of such advertising and/or the website or web page containing information about the Advertiser of such advertising. If the Customer is not the End Advertiser, the Customer undertakes to provide the Contractor with information about the end advertiser.

11.4. The Contractor transfers information to the URJA through an ADO independently or ensures the performance of the equivalent obligation to transfer information to the URJA under an agreement with a person obliged to transfer such information.

11.5. The Contractor is entitled to select an ADO independently without additional approval from the Customer.

11.6. In the event of late or incomplete provision of information, the time for the Contractor to render services under this Contract is automatically extended by the duration of the Customer's delay in performing its obligation.

11.7. The Contractor is entitled to change the cost of services under this Contract unilaterally and proportionately if an ADO charges or increases a fee for receiving and subsequently transferring information to the URIA.

11.8. The Customer bears sole responsibility for the consequences of providing inaccurate and incomplete information, as well as for the late provision of information to the Contractor. If a breach by the Customer of the requirements of Article 18.1 of Federal Law No. 38-FZ of 13 March 2006 «On Advertising» gives rise to penalties being imposed on the Contractor by state authorities or to claims from third parties, the Customer undertakes, immediately upon the Contractor's request, to provide all requested information concerning the sanctions or claims brought, to assist the Contractor in settling such sanctions or claims, and to compensate all losses in full (including fines recovered by decision of state authorities).

11.9. The Contractor shall not be liable for its inability to perform its obligations to transfer information to the URIA due to technical errors in the operation of the ADO and/or the URIA.

11.10. The Contractor shall not be liable to the Customer for the consequences of the submission to the URIA of information transferred by the Contractor, provided that the Contractor did not alter the content of such information.

11.11. The Contractor is liable to the Customer only for those consequences that have arisen as a result of the Contractor's culpable actions. The Contractor's liability arises solely by court decision.

12. Force Majeure

12.1. The Parties are released from liability for non-performance under the Contract if they prove that the non-performance of the Contract was the result of force majeure circumstances.

12.2. For the purposes of this Contract, force majeure circumstances include, among others: natural disasters, strikes, governmental restrictions, serious power supply interruptions, damage to the servers on which the placed advertising and information modules are stored, and other circumstances beyond the control of the Parties.

12.3. If force majeure circumstances continue for more than 2 (two) months, either Party is entitled to initiate negotiations on the procedure for the further performance of the Contract.

13. Dispute Resolution

13.1. The Parties shall take the necessary steps to ensure that any disputed issues, disagreements or claims arising in the course of performing the obligations under the Contract are settled through negotiations.

13.2. If the Parties fail to reach agreement, the dispute shall be resolved by the Arbitrazh Court of the City of Moscow, subject to mandatory compliance with the pre-trial claim procedure for dispute settlement. The period for responding to a claim is 10 (ten) business days from the date of its receipt.

14. Term of the Contract and Conditions of Its Termination

14.1. The Contract enters into force upon the Customer's acceptance of the Offer and remains in force for an indefinite period.

14.2. The Contract may be terminated early at the initiative of either Party by giving written notice to the other Party at least 30 (thirty) calendar days prior to the intended date of termination.

14.3. Upon termination of the Contract, the Parties shall carry out final mutual settlements taking into account the cost of the services actually rendered by the Contractor under the Contract.