

Offer Contract for Masslooking Cloud Service Use dated

January 01, 2019

Individual Entrepreneur Ammosova Evgeniya Aleksandrovna

TIN: 771385101530

Settlement account: 40802810402720001073

Bank: AO ALFA BANK

BIC: 044525593

Corr. account: 3010181020000000593

hereinafter referred to as the "Licensor", acting under the Certificate of State Registration of a Physical Entity as an Individual

Entrepreneur series 77 No. 017493983, on the one hand, and a physical or legal entity, hereinafter referred to as the "Licensee", on the other hand, jointly referred to as the "Parties", have concluded this Contract as follows:

1. Terms and Definitions

1. **Masslooking Cloud**, the Service, means a software package that automates "likes" and stories views on the Instagram social network and provides other opportunities for the Users under the Service technology.

2. Website means the Licensor's website at: <https://www.masslooking.cloud>

3. Offer means a public offer of the Licensor addressed to any person to conclude a license agreement (hereinafter referred to as the

"Agreement") on the essential terms contained herein.

4. Acceptance means full and unconditional acceptance by the Licensee of the terms hereof. Acceptance hereof is registration on the

Service Website.

5. Subscription means an unlimited service (valid until the User abandons it) to provide the User by the Administrator with a periodic monthly fee for access to the "like" automation tools through the Service.

6. Simple Non-exclusive License means a non-exclusive right to use the Service throughout the world under the name designated by the

Licensor, without the right to alter or otherwise process, without the right to distribute, with the Licensor retaining the right to issue licenses to other persons.

2. Subject of the Contract

1. The Licensor agrees to grant the Licensee the right to use (simple non-exclusive license) of the Service, and the Licensee agrees to

pay a license fee in accordance with the terms hereof.

2. The Licensee who wishes to use the Service shall register on the Website. To register on the Website, the Licensee shall provide an

email address, phone number and select a password to enter the personal account of the Service. An individual licensee may provide

the following information to use the Service: last name, first name, company name, position, phone number, links to various social

networks. A legal entity licensee may provide the following information to use the Service: legal entity name, TIN, settlement account number, BIC.

3. The Licensee shall not provide the Licensor with the originals or certified copies of the documents listed in clause 2.2, however, the legal entity licensee shall provide documents at the Licensor's request.

4. To start working with the Service, the Licensee shall provide the Service with account authorization data, and also make the necessary settings.

5. When registering on the Website, the Licensee shall agree to the distribution of messages from the Licensor, including the distribution of advertising messages. A separate consent to the above actions is not required.

6. The Licensee is entitled to use the Service throughout the world.

7. A license shall be granted for the duration hereof as specified in clause 8.1.

3. Rights and Obligations of the Parties

1. The Licensee shall:

1. use the Service on its own only within the limits of those rights and in the ways provided for herein and shall not transfer the rights to use the Service to third parties;

2. make payment in accordance with the Subscription Tariff subject to the conditions and within the terms stipulated herein;

3. The Licensee shall not transfer the logins and passwords used to access the Service to third parties, shall ensure their confidentiality;

4. accept the new terms hereof which enter into force upon publication on the Website. In case the Licensee does not accept the new terms, the Contract shall terminate;

5. fulfill other obligations stipulated hereunder.

2. The Licensee may not to:

1. reproduce the Service, including recording in the computer memory;

2. modify the Service;

3. distribute the Service or its parts and/or perform other actions aimed at deriving commercial benefits in relations with third parties from the use of the Service;

4. provide sublicenses for any use of the Service or its parts to third parties;

5. hack, make changes to the Service;

6. attempt to gain access to the data of other Licensees;

3. The Licensee shall be entitled to:

1. use the service features in its own interests.

4. The Licensor shall:

1. when the Licensee fulfills payment obligations, provide the Licensee with the right to use the Service in accordance with the Tariff selected by the Licensee;

2. provide the Licensee with round-the-clock access to the Service, with the exception of the time for maintenance, subject to the timely

fulfillment by the Licensee of the obligation to pay in accordance with the terms and conditions stipulated hereunder. The Licensor

shall not be responsible for the Service inoperability due to technical restrictions and/or technical problems of the Instagram social network;

3. upon request, provide the Licensee with information on the Service functioning;

4. ensure confidentiality of data on Licensee's accounts, as well as ensure safety of personal data provided by the Licensee when using the Service for the duration hereof;

5. The Licensor shall be entitled to:

1. make changes to the Service at its discretion and without the consent of the Licensee;

2. suspend provision of the right to the Licensee to use the Service in case the latter violates the terms hereof;

3. terminate the Contract unilaterally out of court and refuse to grant the Licensee the right to use the Service in case the Licensee

receives insults or threats against the Service's technical support and employees. In case of the above circumstances, the Licensor

shall return unused balance of payment and restrict access to the Service for the Licensor. Unilaterally terminate the Contract and

refuse to grant the Licensee the right to use the Service in case of violation of the terms and procedure for payment by the Licensee,

violation by the Licensee of other obligations stipulated hereunder, or on other grounds provided for herein;

4. terminate the Contract unilaterally out of court and refuse to grant the Licensee the right to use the Service in case the Licensee

receives insults or threats against the Service's technical support and employees. In case of the above circumstances, the Licensor shall return unused balance payment and restrict access to the Service for the Licensor.

5. make unilateral amendments hereto by issuing new editions, notifying Licensees of this by posting a new version hereof on the

Website;

6. inform the Licensee of any changes in the Service, as well as inform the Licensee of any events as follows: by using messages on the

pages of the Service on such social networks as VKontakte, Facebook, or in the Whatsapp, Telegram instant messengers, or by e-mail or SMS.

7. In case of termination hereof in accordance with clause 3.5.3. and 3.5.4., money shall be refunded as follows: if the number of days of

actual use of the Service is more than half of the full paid period under the Tariff, money shall be returned in the amount of the entire paid period under the Tariff.

4. Service Operation

1. The parties understand that the Service operation depends on the operation of Instagram; its technical limitations and/or technical problems directly affect the Service operation.

2. The Licensor shall guarantee the Licensee the 95% Service uptime during the paid period, except of Instagram technical limitations and/or failures.

3. The Licensor shall provide Licensee with technical support. Technical support working hours are from 10:00 to 18:00 Moscow time.

4. If the actions of the social network Instagram lead to malfunction of the service, no refund is made.

5. License Fee

1. The license fee shall correspond to the subscription tariff. The license fee shall be set per account.

2. The licensor shall set the following base tariff:

1. "30 Days" - 30 USD dollars.

2. The Licensor may provide discounts.

3. The license fee shall be transferred by the legal entity Licensee to the settlement account of the Licensor not later than the last

business day of the period preceding the paid one. Upon the Licensee's request, the Licensor may invoice for payment. The Licensee's

obligation to pay the license fee shall be considered fulfilled from the date of receipt of funds to the Licensor's settlement account.

4. The individual licensee shall pay the license fee on the Website using specialized services. At the time of the first payment, a

subscription shall be created causing the cost of the service to be paid automatically every 30 days. Adding additional accounts shall

entail the additional subscription. The User shall have the right at any time to refuse further use of this Service in the manner provided in clause 5.8.

5. If the Licensee does not pay the license fee within the time periods specified in clause 5.3., 5.4., this Contract shall be suspended until the next payment is made by the Licensee.

6. Upon registration, the Licensee shall be provided with 3 (three) calendar test days of free use of the Service.

7. The license fee is not subject to VAT, due to clause 26 p. 2 Article 149 of the RF Tax Code.

8. The user may unsubscribe at any time. To do this, the User shall contact the support service at info@masslooking.cloud or using the

communication widget of instant messengers in the right corner and declare his/her intention to terminate the subscription. The

Subscription for the User shall expire from the day following the last day of the paid period; funds from the User's Personal Balance for the following month the Service is valid shall not be debited.

6. Service Security

1. The Licensor shall ensure security of all data transmitted by the Licensee.

7. Responsibility of the Parties

1. In case of non-fulfillment or improper fulfillment of their obligations hereunder, the Parties shall bear responsibility pursuant to the applicable laws of the Russian Federation.

2. Licensee shall agree that no software or service is error free.

3. The Licensee shall agree that in order to use the Service, the Licensee shall use software (web browsers, operating systems, etc.) and

equipment (personal computers, network equipment, etc.) manufactured and provided by third parties, and the Licensor cannot be held responsible for the quality of their operation.

4. The Licensee shall keep the login and password confidential and bear all the risks associated with the disclosure of this information to third parties.

5. Disputes hereunder shall be subject to prior settlement in the claim procedure. The claim shall be considered by the Party that received it within 15 business days upon receipt.

6. Disputes between the Parties not settled in the claim procedure shall be referred to the Arbitration Court at the location of the

Licensor.

8. Contract Term and Termination

1. The Contract shall enter into force upon acceptance of the Offer by the Licensee and shall be valid for 30 days.

2. When the Licensee pays a license fee under the conditions established hereunder, this Contract shall be automatically extended for 30 days; the number of extensions shall be unlimited.

3. If the Licensee pays a license fee for 3, 6, 12 months, the Contract shall be valid for the above periods. Upon completion of the paid periods, the Contract shall be extended in accordance with clause 8.2 hereof.

4. Any of the Parties shall have the right to unilaterally out of court at any time to refuse to execute the Contract by warning the other

Party 10 (ten) business days before the expected date of refusal. The refusal shall be sent by email to info@masslooking.cloud