

**Offer to the general public to enter into a license agreement
for the right to use the Lingvomaster web portal (<https://lingvomaster.org>)**

1. GENERAL TERMS AND CONDITIONS

1.1. The offer to the General Public Agreement, further referred to as the Agreement, is an official offer of Limited Liability Company OOO Softwerke, further referred to as **Licensor**, to any legal entity or private person, further referred to as **Licensee**, and together referred to as the **Parties**, to grant user license for the automated informational system Lingvomaster which is available on the Internet at the URL (including subdomains), <https://lingvomaster.org>, in accordance with the Tariff plan which is available on the Internet at the URL https://lingvomaster.org/pricing_plans.

1.2. In accordance to item 2 of clause 437 of the Civil Code of the Russian Federation, as soon as a legal entity or a private person accepts the terms and conditions stated below and performs payment accepting this offer, such legal entity or private person becomes a Licensee (in accordance to item 3 of clause 438 of the Civil Code of the Russian Federation an accept of an offer is equal to a conclusion of an agreement on the conditions stated in the offer).

1.3. The interpretation of the terms and definitions used in the Agreement is given in accordance with the text of the User Agreement available on the Internet at the URL <https://lingvomaster.org/useragreement>

1.4. The fact of Licensee taking up the Author`s Role on the Website is considered to be the Acceptance of the Agreement.

1.5. The Agreement is an official document set for all Licensees and is published on the Internet at the URL <https://lingvomaster.org/offer>

1.6. The Agreement comes into force from the moment the Licensee accepts the Author`s Role on the Website.

2. SUBJECT OF AGREEMENT

2.1. According to this Agreement the Licensor grants the Licensee the rights to use the Website for a remuneration by means set by this Agreement and within the time limits set by this Agreement on condition of simple (non-exclusive) license.

2.2. By the simple (non-exclusive) license granted to the Licensee he is granted the right to use the Website in accordance with the capacities of the tariff chosen by the Licensor and stated in Application No 1 to this Agreement.

2.3. The simple (non-exclusive) license to use the Website is granted to the Licensee on a worldwide basis.

2.4. The Tariffs for the use of the Website, duration of license for it, the cost and capacities are defined by the Application No 1 to this Agreement and are indicated in the License Act (Application No 2 to this Agreement).

**3. DURATION PERIOD, CONDITIONS AND PROCEDURE FOR GRANTING THE
ACCESS TO THE WEBSITE.**

3.1. The access to the Website in accordance with the paid tariff granted on condition of pre-payment amounting to 100% of the paid tariff indicated in clause 5.1 of this Agreement. Granting of access to the Website in accordance with the paid tariff is performed within 1 working day after the receipt of money payment in to the account of the Licensor.

3.2. The access to the Website in accordance with the free tariff is granted after the Licensee has taken up the Author`s Role on the Website.

3.3. The access to the Website in accordance with the chosen tariff is performed after the

User has logged in.

3.4. The access to the Website in accordance with the chosen tariff is documented by the License Act signed by the Parties.

3.5. Non-exclusive license to use the Website capacities according to tariffs are considered to be granted (handed over) to the Licensee at the moment of signing the bilateral License Act.

3.7. The Website capacities and tariff charge can vary. The variations shall come into force from the moment the updated information about such variations is published. The Licensees who purchased the Website access according to the tariffs before variations in the indicated selection shall use the Website capacities in the volume true for the moment of the Website access purchase performed by the Licensee and until the expiration of the duration of access to the Website.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Licensor shall:

4.1.1 grant the Licensee access to the Website free from the rights of any third parties, in a condition enabling access subject to this Agreement and within the time limit indicated in the License Act of this Agreement.

4.1.2 provide the Website update for the whole period of license by means of remote access.

4.1.3 at his own expense fix Website problems should there be corresponding claims from the Licensee and should such problems be not caused by the Licensee.

4.2. The Licensee shall:

4.2.1 prevent any actions which may break the exclusive right of the Licensor.

4.2.2 pay for the license to use the Website capacities should he choose the paid tariff.

4.2.3 use the Website in accordance with its capacities stated in the Tariff plan of this agreement within the period stated in the License Act.

4.2.5 accept the conditions of the following documents:

a) **Data Protection Policy**, published and available on the Internet at the URL <https://lingvomaster.org/privacy-policy>, which contains the rules of provision and use of the personal data, including the User personal data;

b) **User Agreement**, this Agreement published and available on the Internet at the URL <https://lingvomaster.org/useragreement>, which contains the rules and operating procedures for working with the Website

c) **User Manual**, published and available on the Internet at the URL <https://lingvomaster.org/userguide>, which contains the description of the Website capabilities;.

5. ROYALTIES

5.1. The Royalties of the Licensor is defined according to the Tariff Plan, which forms an application to this Agreement and depending on the tariff, chosen by a Licensee.

5.2. The Royalties of the Licensor is not subject to VAT due to simplified taxation system according to Clauses 346.12 and 346.13 Chapter 26.2 of the Tax Code of the Russian Federation.

5.3. The currency of the Royalties paid by the Licensee are Russian Rubles, the payment is performed by means of money transfer to the bank account of the Licensor.

5.4. The payment shall be deemed to have been made on the date that the money enters the Licensor's current account.

6. LIABILITIES OF THE PARTIES

6.1. The Parties are liable for failure to perform or improper performance of the obligations hereunder in accordance with the current legislation of the Russian Federation and this Agreement.

6.2. The Licensor guarantees he holds all the necessary rights for the Website.

7. AGREEMENT DURATION PERIOD

7.1. This Agreement is effective until the Parties perform complete fulfillment of their obligations.

8. OTHER CONDITIONS

8.1. Should any disputes arise in the process of the performance of obligations under this Agreement, the Parties shall observe pre-arbitration procedure before the initiation of legal actions. Should the Party that received a claim fail to answer to it within 30 (thirty) days of the day of receipt or refuse to meet such claim, the Party that issued the claim is entitled to initiate legal actions.

8.2. In all the issues which were not reflected under this Agreement the Parties shall be governed by the current legislation of the Russian Federation.

8.3. This Agreement has been prepared in 2 (two) identical copies one copy for each Party each of the copies having equal legal force.

9. AGREEMENT ON EQUIVALENT OF A HANDWRITTEN SIGNATURE

9.1. When signing the License Act and other documents relevant to this Agreement the Parties are entitled to use facsimile signature or simple e-signature.

9.2. A simple e-signature is an e-signature which is used by a Party to access the Website by means of using the login and password or the e-mail indicated when signing in (an e-signature key) and confirms the generation of the e-signature performed expressly by such Party.

9.3. The recipient defines the sender of an e-document, whom the simple e-signature corresponds to, according to the login and password used by the sender which were indicated in the process of signing in or logging in on the Website in case any actions with the use of the Website account are performed; or in case the recipient receives messages from an e-mail address, the sender is defined by the recipient according to the e-mail address such messages are sent from.

9.4. By mutual agreement of the Parties the e-documents signed by a simple e-signature are recognized equal to hard copies of such documents signed in person.

9.5. Any operations performed with the use of the simple e-signature of a Party shall be performed by such Party.

9.6. The Parties shall keep the e-signature key confidential. Particularly, the Parties are not entitled to pass their login and password or to grant access to their e-mail to any third parties and are fully liable for keeping them safe and private by choosing the storage method and restriction of access to them on their own.

9.7. In case of unauthorized access, loss or disclosure to any third parties of the login and password, the Party shall promptly give notice of that to the other Party by sending an electronic message from the e-mail address indicated by the Party on the Website.

9.8. In case of loss or unauthorized access to the e-mail indicated when using the Service, the Party shall promptly change such address into a new one and give notice of that to the other Party by sending an electronic message from the new e-mail address.

10. LICENSOR COMPANY DETAILS

OOO Softwerke

OGRN1057810404618 INN7807306293

Legal address: house 7 building A, 14th line of Vasiljevsky Island, St.Petersburg, Russia, 199034.

Business and postal address: office 4.1.1, house 7 building A, Business Center Preobrazhenskiy, 14th line of Vasiljevsky Island, St.Petersburg, Russia, 199034.

E-mail: support@lingvomster.org

Version as of 19-February-2018

Application No 1
to the offer to the general public to enter into a license agreement
for the right to use the Lingvomaster web portal (<https://lingvomaster.org>)

Granting Right Act sample

No _____ as of _____ 20__

Limited liability company OOO Softwerke, further referred to as the Licensor in the person of the General Director Vasilij Nikolaevich Suvorov acting with full corporate authority and with full legal responsibility on the one part, and _____, further referred to as the Licensee on the other part, together referred to as the Parties,

have drawn up and signed this License Act to the effect that the Licensor has granted and the Licensee has accepted by virtue of the agreement, on conditions of simple (non-exclusive) license the right to use the Lingvomaster website to the following extend:

No	Tariff	Usage period	Number of rights delegated	Price per piece, RUB	Cost, RUB

Total cost of granted Lingvomaster website usage rights equals to _____RUB. Excluding VAT

LICENSOR
General Director at
OOO Softwerke

LICENSEE

_____ V.N.Suvorov

_____/_____/_____