PUBLIC OFFER
(Provision of Services under the Bitrix24 Setup Hourly Package)

This public offer is an invitation by the Contractor to an indefinite circle of Customers to conclude a contract under the terms described below (hereinafter referred to as the "Contract"). The Contract is concluded by the Customer's accession to the terms proposed by the Contractor as a whole, i.e., without reservations or additions (Article 398 of the Civil Code of the Republic of Belarus).

The Customer undertakes, prior to accepting the offer and concluding the Contract, to familiarize themselves with the terms of the public offer. The Customer's acceptance of the offer confirms the Customer's acknowledgment and agreement to conclude the Contract on the described terms.

The Contract, subject to compliance with the offer acceptance procedure, is deemed concluded in simple written form (clauses 2, 3 of Article 404 and clause 3 of Article 408 of the Civil Code of the Republic of Belarus) on the terms set forth below.

The terms of the Contract concluded between the Contractor and the Customer are determined by the Contractor through the publication of this public offer. The Contractor has the right to unilaterally change the terms of the public offer and, accordingly, the Contract, including the methods and terms of payment for services, and the cost of services. Changes take effect 5 (five) calendar days after the placement of the new version of the public offer and/or appendices recognized as an integral part of the public offer (Contract) on the Contractor's Website. Changes made to the public offer apply to all existing Contracts concluded by accepting this public offer, except for cases expressly provided for by the public offer. If the Contractor does not receive a notice of termination of the Contract from the Customer within the specified period, the Contract continues to be valid under the terms of the new version. Payment by the Customer for the Contractor's services after the publication of the new version in any case confirms the Customer's consent to accede to the new version of the Contract.

The legal relations between the Customer and the Contractor concerning the conclusion, execution, and termination of the Contract are governed by the legislation of the Republic of Belarus.

1. TERMS AND DEFINITIONS

For the purposes of concluding the Contract, the terms and definitions are used with the following meanings:

Contractor – "Atevi Systems" Limited Liability Company.

Contractor's Website – https://atevisystems.com/ .

Customer – a legal entity – resident of the Republic of Belarus, registered in accordance with the legislation of the Republic of Belarus, or an individual entrepreneur – resident of the Republic of Belarus, registered in accordance with the legislation of the Republic of Belarus, or an individual – resident of the Republic of Belarus, who has accepted the terms of this Contract.

Acceptance of the Offer – the Customer's full and unconditional acceptance of the Contractor's offer by means of the Customer transferring prepayment to the Contractor in accordance with clause 5.3. of this offer.

Bitrix24 – software, consisting of a set of modules that collectively constitute a service for managing the Customer's internal business processes.

Cloud Bitrix24 – the online version of the service with a customizable set of tools and solutions, located on cloud servers not owned by the Customer and without the Customer having access to the product's source code.

On-premise Bitrix24 – a separate, fully customizable version of the service installed on the server used by the Customer with access to the Bitrix24 source code, allowing for individual customizations to meet the Customer's needs, including portal branding and its products, integration with other software, etc.

Bitrix24 Collabs (Collabs) – a space in the Contractor's Bitrix24 for collaboration between the Contractor and external users authorized by them (representatives of the Customer). The Contractor arranges the Customer's access to the Collabs (authorizes them) by sending an invitation link and a password for the Bitrix24 Passport to the email address of each representative of the Customer.

Customer's Instruction – the Customer's assignment for the Contractor to provide services for setting up Bitrix24, including but not limited to consulting on setup and use of Bitrix24, business analysis, Bitrix24 programming, programming for the Customer's website on 1C-Bitrix, and integration with 1C.

Tariff Plan – the set of rates for the package of services provided by the Contractor, located at https://atevisystems.com/upload/docs/Tariffs_packages_hours_bitrix24-com.pdf . The Customer independently chooses the Tariff Plan when placing an order on the Website.

Bitrix24 Setup Hourly Package – a set of the Contractor's services for setting up the Customer's Bitrix24, reserved by the Customer for the duration of the Contract in an amount not exceeding the number of hours according to the Tariff Plan chosen by the Customer.

Minimum Hour Consumption – the minimum number of hours of specialist work reserved by the Customer for the Contractor to provide Bitrix24 setup services within one Reporting Period, in the amount specified by the terms of the Tariff Plan.

Reporting Period – 30 (thirty) calendar days.

Personal Account – the Customer's personal account on the Contractor's website, located at https://atevisystems.com/personal/ .

2. SUBJECT OF THE CONTRACT

2.1. The Contractor undertakes, based on the Customer's order placed on the Contractor's Website (hereinafter referred to as the "order"), to provide the Customer with services for setting up the Customer's Bitrix24, which include:
- services for reserving the Minimum Hour Consumption for the Customer;
- Bitrix24 setup by executing the Customer's Instructions, and consulting support on matters of executing and defining the Customer's Instructions.
  The Contractor provides the Customer with services for setting up the Customer's Bitrix24 according to the list, scope, and terms of the Contract and the Tariff Plan.

2.2. The Contractor provides services to the Customer within the validity period of the Contract. The Contract is valid from the moment of Acceptance of the Offer. The Contract terminates upon the expiration of the service provision period. A new Acceptance of the Offer means the conclusion of a new Contract for a new term.

2.3. Service provision periods:
2.3.1. start of the service provision period – the date the Customer activates the service in the Personal Account;
2.3.2. end of the service provision period is determined by the occurrence of one of the following events, whichever occurs first:
- the Customer exhausts the Bitrix24 Setup Hourly Package, as well as any additional hours of service provision, if additional service hours were provided;
- the expiration of a period of 90 (ninety) calendar days from the start of the service provision period.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT

Obligations of the Customer:

3.1. upon the Contractor's request for the purpose of proper service provision:

- *when working with the cloud version of Bitrix24* – to provide the Contractor with access to the cloud version of Bitrix24 at the email address(es) specified by the Contractor and in the quantity requested by the Contractor, by inviting the Contractor's employee(s) as an integrator and/or as a Bitrix24 user (employee) with administrator rights;
- *when working with the on-premise version of Bitrix24* – [a] to provide the Contractor, in the quantity requested by the Contractor, with individual administrative accesses to the on-premise version of Bitrix24 at the email addresses of its employees specified by the Contractor, which will be used as logins for individual administrative accesses; [b] to provide the Contractor with the password for the bitrix or root user of the BitrixVM virtual machine on which the on-premise version of Bitrix24 is hosted; [c] if access to the public part of Bitrix24 or the BitrixVM virtual machine is only possible via VPN – also to provide the Contractor, in the quantity requested by the Contractor, with individual VPN accesses via the email addresses specified by the Contractor.
  The Customer is obliged, at their own expense, to provide the Contractor with the necessary accesses to the Customer's information resources for service provision, including the provision of specialized VPN accesses based on paid licenses.

The Contractor has the right, within the validity period of the Contract, to suspend the provision of services under the Contract for the period the Customer fails to provide the above-mentioned accesses (depending on the type of Bitrix24 version) requested by the Contractor. The Contractor is not liable for the consequences of the Customer's failure to provide the accesses requested by the Contractor, including but not limited to liability for changes in service provision deadlines and/or non-provision of services under the Contract within its validity period, liability for the scope and quality of services provided by the Contractor without receiving the requested accesses from the Customer;

3.2. to revoke accesses (change access data or deactivate users) granted to the Contractor in accordance with clause 3.1. of the Contract, no later than 1 (one) business day following the day the relevant services cease, but in any case – from the moment the contractual relationship ends. In case the Customer fails to fulfill this obligation, the Contractor is not responsible for the consequences of the compromise of data from such accesses;

3.3. within the Reporting Period, to send the Contractor Instructions for the number of hours corresponding to the Minimum Hour Consumption;

3.4. in accordance with the terms of the Contract, to pay the full amount of the Contract, including in cases where the impossibility of providing services arose due to the absence of Instructions from the Customer;

3.5. in the event of early termination of the Contract, to pay the cost of the Minimum Hour Consumption for each Reporting Period within the validity period of the Contract, as well as to pay the cost of services provided in additional hours (if any), regardless of the reasons for termination of the Contract.

Obligations of the Contractor:

3.6. to reserve hours for Bitrix24 setup (Minimum Hour Consumption) in each Reporting Period in the amount according to the Tariff Plan chosen by the Customer;

3.7. to execute the Customer's Instructions and provide consulting support to the Customer in full accordance with the terms of the order, the Contract, the Tariff Plan, and the requirements of current legislation.

The Contractor has the right to:

3.8. unilaterally change the terms of the Customer's Tariff Plan. However, the cost per hour within the Bitrix24 Setup Hourly Package is not subject to change for the paid portion, if such payment was received before the date of posting information on the Contractor's Website about the corresponding change in the terms of the Tariff Plan.

The cost of an additional hour of Bitrix24 setup beyond the Bitrix24 Setup Hourly Package is paid by the Customer based on the changed terms of the Tariff Plan in effect on the date of service provision under the additional hours;

3.9. notify the Customer of changes to the Tariff Plan terms by posting relevant information on the Contractor's Website in the "News" section;

3.10. not commence service provision or suspend service provision if the Customer violates the terms of the Contract or obstructs service provision, including by failing to provide information requested by the Contractor;

3.11. in the event of an obligation arising for the Contractor to return to the Customer (regardless of the reasons) funds transferred by the Customer to the Contractor's bank account, to effect the return of these funds to the Customer's bank account based on a written request from the Customer within a period not exceeding 30 (thirty) calendar days from the date of receipt of the Customer's written request, unless a different period is agreed upon by the parties.

The Customer has the right to:

3.12. in accordance with the procedure established by law, withdraw from the Contract by notifying the Contractor no later than 30 (thirty) calendar days before the date of termination of the contractual relationship.

4. PROCEDURE FOR PROVIDING SERVICES

4.1. The Contractor, in the interests of the Customer, reserves hours for setting up the Customer's Bitrix24 in each Reporting Period. The number of hours reserved in each Reporting Period (Minimum Hour Consumption) is determined by the terms of the Tariff Plan chosen by the Customer. If there are Customer's Instructions for Bitrix24 setup in the Reporting Period, the reserved hours (Minimum Hour Consumption) are used for Bitrix24 setup hours. The prepayment for the reserved hours (Bitrix24 Setup Hourly Package) is credited towards payment for the Bitrix24 setup hours.

4.2. The Contractor performs the setup of the Customer's Bitrix24 in accordance with the Customer's Instructions during the Contractor's working hours from 9:00 AM to 5:00 PM (UTC+3), excluding weekends, public holidays, and holidays. Customer's Instructions submitted are subject to execution: (a) in the Collabs chat; (b) as a task created in the Collabs; (c) from the e-mail addresses/phone numbers specified by the Customer as contacts in the Collabs chat.

4.3. In addition to executing the Customer's Instructions, the Contractor provides consulting support to the Customer regarding the Customer's Instructions or to assist the Customer in defining the Instructions.

4.4. The Customer confirms that the Instructions and/or other information sent by them via the Collabs originate from an authorized person of the Customer and are agreed upon with the Customer's management.

4.5. The minimum billing unit for the time spent on Bitrix24 setup and consulting support within the Bitrix24 Setup Hourly Package is 5 (five) minutes.

The minimum billing unit for the time spent on Bitrix24 setup and consulting support beyond the Bitrix24 Setup Hourly Package (additional hours) is 15 (fifteen) minutes.

Service provision lasting 15 (fifteen) minutes or more is rounded up to 1 (one) hour of service provision.

4.6. In the "Reports" section of the Collabs, the Contractor reflects the current number of reserved hours and hours spent on providing Bitrix24 setup services to the Customer, with a brief description of the subject of such services.

4.7. If the Customer has a need for Bitrix24 setup within the validity period of the Contract in an amount exceeding the Bitrix24 Setup Hourly Package, the Contractor has the right, considering its operational capacity, to provide the Customer with additional hours of Bitrix24 setup beyond the Bitrix24 Setup Hourly Package provided for in the Tariff Plan, but no more than 10 (ten) additional hours in total for the entire duration of the Contract. The existence of said operational capacity is determined at the Contractor's discretion.

4.8. The Minimum Hour Consumption for the first and/or second Reporting Periods, not used by the Customer in those Reporting Periods, may be carried over to the second and third Reporting Periods, respectively, subject to the Contractor having the operational capacity for such a carryover. The existence of operational capacity for carryover is determined at the Contractor's discretion. The Contractor is not responsible for the Customer's failure to use the Minimum Hour Consumption within the validity period of the Contract.

4.9. All materials necessary for the Contractor to provide services are provided by the Customer to the Contractor electronically by the methods described in clause 4.2 of the Contract, unless otherwise provided by the Contract.

4.10. In the event that the Contractor, during the provision of services under the Contract, creates protected results of intellectual activity regardless of their form of expression (object (program) code, web design, electronic graphic images, creative and design developments, projects, logos, slogans, elements of corporate identity, plans, drawings, sketches, mock-ups, blueprints, videos, texts and other literary, musical, audiovisual, photographic works, etc.), hereinafter referred to as "Works," which are objects of intellectual property and objects of copyright or related rights in accordance with applicable law, the Contractor grants the Customer simple (non-exclusive) rights to use such Works in the ways necessary to achieve the purposes for which the Works were created by the Contractor for the Customer, without territorial restrictions and for a term of up to 99 years from the date of signing the relevant Certificate of Acceptance of services rendered. The remuneration for granting such rights to intellectual property objects is included in the cost of services and is not subject to additional payment by the Customer, unless otherwise provided by agreement of the Parties.

4.11. Any agreements concerning the subject of the Contract that were discussed prior to the moment of Acceptance of the offer and are not reflected in the Contract or its appendices shall have no legal force and are annulled from the moment of Acceptance of the offer. When executing the Contract, the Parties shall be guided exclusively by the terms of the Contract.

5. COST OF SERVICES AND PAYMENT PROCEDURE

5.1. The amount of the Contract is determined in accordance with the Tariff Plan chosen by the Customer according to the Price List published on the Contractor's Website at https://atevisystems.com/upload/docs/price_USD_EUR.pdf (section "Bitrix24 Setup Hourly Package").

5.2. The amount of the Contract is paid by the Customer in the following order: by bank card via the Internet, following the instructions provided when placing an order on the Contractor's Website.

5.3. The amount of the Contract includes:

- the cost of the Bitrix24 Setup Hourly Package, paid as 100% prepayment in the amount according to the Price List and the chosen Tariff Plan;

- the cost of Bitrix24 setup. Payment for the cost of Bitrix24 setup within the Bitrix24 Setup Hourly Package is made by offsetting the cost of the prepaid Bitrix24 Setup Hourly Package (reserved hours) against it.
  The amount of the Contract may also include the cost of additional hours of Bitrix24 setup if there are setup hours beyond the Bitrix24 Setup Hourly Package established by the Tariff Plan and Price List. The cost of additional hours is paid by the Customer no later than 3 (three) business days from the date the Contractor issues the corresponding invoice to the Customer electronically in the Personal Account.

5.4. The cost of hours from the Bitrix24 Setup Hourly Package not used by the Customer at the time of termination of the Contract is not refundable to the Customer after termination of the Contract and is credited towards payment for the Contractor's services of reserving hours for Bitrix24 setup for the Customer for the entire duration of the terminated Contract.

5.5. The provision of services by the Contractor to the Customer under the Contract for each Reporting Period is confirmed by a certificate of services rendered (hereinafter referred to as the "Certificate"), drawn up by the parties to the Contract after each Reporting Period solely unilaterally in accordance with para. 2, clause 1 of Resolution of the Ministry of Finance of the Republic of Belarus dated 12.02.2018 No. 13. The Certificate, as an electronic document, is sent to the Customer for review via the Personal Account. The Certificate as an electronic document will be stored in the Customer's Personal Account.

5.6. The date of service provision is the date specified by the Contractor in the Certificate, drawn up by the Contractor solely unilaterally as an electronic document.

5.8. The Certificate for a Customer, drawn up by the Contractor solely unilaterally, is signed personally by an authorized person of the Contractor and sent to the Customer-individual for review in the Personal Account.

5.9. Within 5 (five) business days from the date the Contractor sends the Certificate to the Customer for review as an electronic document, the Customer has the right to send the Contractor written reasoned claims regarding quality, or other written reasoned objections to the Certificate drawn up by the Contractor solely unilaterally. If the Contractor does not receive a reasoned written refusal to sign it within the established period, the services for the corresponding period are deemed accepted by the Customer without objection.

6. CONFIDENTIALITY

6.1. In performing this Contract, the Parties may gain access to information that is confidential to one or the other party. The Parties undertake to maintain the confidentiality of the terms of the Contract and not to disclose them without agreement with the other party.

6.2. Confidential information of either Party excludes information that is or becomes publicly available information, except where this is due to the actions or omissions of the other Party.

7. LIABILITY OF THE PARTIES

7.1. The Parties to the Contract are liable under this Contract in accordance with the current legislation of the Republic of Belarus.

7.2. The Contractor is not liable in case of suspension of service provision due to the Customer's failure to fulfill its obligations to pay for hosting services, domain, or SSL certificate for Bitrix24 and/or the Customer's failure to provide SSH access to Bitrix24, or for other reasons beyond the Contractor's control.

7.3. The Parties will take all measures to resolve disputes or disagreements through negotiations between themselves. The Parties to the Contract have agreed on contractual jurisdiction. Claims and other statements of the Parties to the Contract related to this Contract shall be filed with the Economic Court of the Brest Region.

7.4. The Parties to the Contract recognize the legal force of documents and information received by the Contractor via the Collabs, Personal Account, and/or from the email address specified by the Customer in the relevant field of the electronic form when placing an order, to the Contractor's email addresses specified in the Contract, and from the e-mail addresses/phone numbers specified as contacts in the Collabs chat. Documents and information received in the described manner may serve as evidence in disputes and, if disputes are referred to court, as evidence in court.

8. FORCE MAJEURE

8.1. Neither Party to the Contract shall be held liable for non-fulfillment or improper fulfillment of obligations under the Contract if it proves that proper fulfillment became impossible due to force majeure circumstances arising after the conclusion of the Contract, which are extraordinary and unavoidable under the given conditions: natural disasters (earthquakes, floods, hurricanes, etc.), accidents and catastrophes, epidemic, pandemic, quarantine and other restrictive measures, state of emergency, wars and military actions, civil unrest, unlawful acts of third parties, strikes, blockades and embargoes, terrorist acts, compulsory alienation of all or a substantial part of the Parties' property, enactment of regulatory legal acts, government decrees and orders of state bodies directly or indirectly prohibiting the types of activities specified in the Contract, hindering the Parties from performing their functions under the Contract, and other circumstances independent of the will of the Parties.

8.2. If any of the above force majeure circumstances directly affects the fulfillment of an obligation within the period established in the Contract, this period shall be extended proportionally for the duration of the relevant circumstance.

8.3. The Party for which fulfillment of an obligation becomes impossible due to force majeure must immediately, and in any case no later than 10 (ten) calendar days from the date of its occurrence, notify the other Party in an accessible form of the occurrence, the expected duration, and the cessation of the force majeure.

8.4. If force majeure lasts for more than 2 (two) months, either Party has the right to unilaterally withdraw from the Contract by sending a corresponding notice to the other Party.

9. PROCESSING AND PROTECTION OF PERSONAL DATA

9.1. The Contractor has the right, based on the content and conditions of the Customer's Instructions, to process, in the interests of the Customer, personal data to which access is granted by the Customer.

9.2. The purpose of processing personal data to which the Contractor is granted access by the Customer is the proper provision of Bitrix24 setup services in accordance with the terms of the Contract. To achieve this purpose, the Contractor, indirectly through the tools of the Customer's Bitrix24, has the right to perform the following list of actions with personal data: viewing, analysis, systematization, and, as instructed by the Customer – creation of backup copies, transfer by conversion, modification (updating, clarification), depersonalization, blocking, deletion.

9.3. When processing personal data, the Contractor takes necessary legal, organizational, and technical measures to protect personal data from unauthorized or accidental access, alteration, blocking, copying, dissemination, provision, deletion of personal data, as well as from other unlawful actions in relation to personal

data. Documents defining the Contractor's policy regarding the processing and protection of personal data are published on the Contractor's website at https://atevisystems.com/company/privacy-policy/ .

9.4. The Contractor is not entitled to disseminate and/or provide personal data that became known to it in connection with the performance of the Contract, including after the cessation of processing, without a legal basis provided for by legislative acts. The Contractor undertakes to:

- comply with the principles and rules for processing personal data provided for by the Law of the Republic of Belarus "On the Protection of Personal Data";
- carry out the processing of personal data in accordance with the above purpose, unless otherwise specified by an additional agreement of the parties to the Contract;
- maintain the confidentiality of personal data and ensure the security of personal data during their processing, as well as comply with the requirements for the protection of processed personal data provided for by the Law of the Republic of Belarus "On the Protection of Personal Data";
- in the event of termination of the Contract, immediately cease processing personal data in the absence of other legal grounds for their processing;
- without instruction from the Customer, not process personal data of the Customer's personal data subjects outside the Customer's information system, not delete or block personal data of the Customer's personal data subjects;
- not transfer, disseminate, or provide access to personal data of the Customer's personal data subjects to third parties without obtaining the Customer's consent.

9.5. The Customer undertakes to:

- notify the Contractor of the need to cease processing personal data due to the Customer losing the grounds for their processing;
- ensure the termination of the Contractor's access to personal data upon achievement of the purpose of processing personal data or in the event of termination of the Contract.

10. DETAILS OF THE PARTIES

10.1. The Customer's details are the data provided by the Customer when placing an order for services under the Contract. The Contractor is not responsible in case the Customer provides inaccurate or incomplete details. In the event of a change in its details, the Customer is obliged to provide the Contractor with the current details via the Personal Account no later than 1 (one) business day from the date of such changes.

10.2. The Contractor's details are published at:
https://atevisystems.com/upload/docs/Account_details_Atevi_Systems.pdf
Notification by the Contractor to the Customer of a change in its details is carried out by publishing the new details at the specified address.