

USER AGREEMENT – PUBLIC OFFER AND PRIVACY POLICY

Revision of 1.01.2020

This User agreement - Offer (hereafter referred to as – «Offer», «Agreement») is entered between Mobile Solution LLC (Tax number **1101163130**, Principle State Registration Number **1181121002754**) - hereafter referred to as – «Seller», «Company», and the User - hereafter referred to as “User”, “Buyer” - as to the use of the website or mobile application for distance selling of goods and delivery service.

Before using the mobile application, the User shall acknowledge this User Agreement. By using the site or mobile app and placing orders, the User confirms that it accepts the terms of this Agreement and Privacy Policy and agrees to comply with them.

The User accepts all terms of this Agreement and Privacy Policy, without any exceptions or restrictions on its part, and gives its consent for personal information processing on the terms and conditions under this Agreement, and consent for sending to it news and promotional material about the Seller.

In this Agreement terms shall have the meanings described below unless the context otherwise requires:

Terms and Definitions:

Offer – this Agreement – public offer including all the appendices

Accept – complete acceptance without modification of this Agreement by the User

Goods – items of goods, products; information of which (including: assortment, name of goods, price of goods) is stated in the mobile application

Order – specified list of goods or services, selected by the User for purchase

Delivery service – consignor providing goods delivery to the User on additionally agreed by the Parties delivery address

Product support service – a team of support professionals of the Seller that provide daily technical assistance and control for incoming orders and seek feedback from the users

Order history – a closed area of an application available only to the registered User which contains information about all orders of such User

Users account – interface for data storage and data editing which has a closed area available to the registered User using which the User can control and operate the logical blocks

1. SCOPE OF THE AGREEMENT

1.1. Under Art. 437, 494 of the Civil Code of the Russian Federation this Public Offer Agreement (hereafter referred to as – «Offer», «User Agreement») is an official irrevocable Offer addressed to potential Users (individuals or legal entities), conclude a User agreement on the following terms and conditions.

1.2. Accepting the Offer confirms that the User accepts all the terms of this Agreement, without any exceptions or restrictions on its part, the terms of purchase, services, delivery services, the conditions of the Agreement are known and considered, that User had the possibility to ask any related questions as to this Agreement and/or the terms of purchase, services, delivery services, the conditions of the Agreement. The User confirms that this Agreement meets User's will, needs and requirements, doesn't contain any exacting terms which the User considering its legitimate and rationale interests would not accept if it had the possibility to determine the terms and conditions of this Agreement. The services and goods under this Agreement are not involuntary for the User.

1.3. The User agreement shall be considered properly and unconditionally accepted by the User:

Upon registration in the application by pressing "Register" button

Upon placing an order without registration by pressing "Place order" button.

The goods and services might not be resold. The User confirms that the goods are purchased for non-commercial own needs.

The Seller may unilaterally amend or terminate this Agreement without prior notice. A new version of the Agreement shall enter into force upon posting thereof on the Seller's Website unless otherwise provided for in such version.

1.4.1. The User has the right to disagree with the terms which will be considered as a cease of using an application.

1.5. Information about the goods, delivery terms, operating hours and other essential conditions is provided by the Seller in this Agreement or/and in the dashboard of the application.

2. PLACING ORDERS. SERVICE DESCRIPTION.

2.1. The application and the Website are the Unified Information System of orders by which the Seller offers the Users the possibility to place orders with delivery. The Seller accepts payments for the goods and delivery services and provides delivery services.

2.2. The order is to be placed as follows:

For placing an order the User must be authorized/registered in the application filling in the registration form. The User's account will be created automatically after registration. Placing orders and orders history will be available in the User's account.

Upon completion the user's account set the User can operate the functions of adding goods/services to the shopping cart, placing order.

2.3. Upon registration in the application the User must acknowledge the terms and conditions of this Agreement and accept the Offer by pressing the "Agree" button.

2.4. The User has the right to edit the user data in the “user profile”. The Seller doesn’t edit or modify the user data in its account. Upon completion of the account registration the User gets the unique number. Upon placing order, the order data and user data shall be registered in the Seller’s database.

2.5. The Seller shall not be responsible for the reliability and/or accuracy of information provided by the User during placing order.

2.6. The User shall be responsible for the reliability and/or accuracy of information provided by the User during placing order.

2.7. Information in the application can be insufficient. Shall the User have any questions as to the product/services characteristics or features the User must contact the Seller according to the contact information provided in the application or/and in this Agreement.

3. PAYMENT METHODS

3.1. The User can pay for the order in cash to the courier while accepting the goods/services, or with a bank card, or by other payment method available.

Available payment methods:

- In cash

while accepting the goods/services to the courier

- Cashless payment

while accepting the goods/services to the courier

- Bank card

To choose the method the User must press the “online payment” button. For payment can be used any debit or credit card:

- «MIR»
- VISA International;
- Mastercard Worldwide;
- Apple Pay;
- Google Pay;
- Samsung Pay.

For payment procedure the payment gates of the following banks may be used:

Sberbank JSC, Tinkoff Bank, Joint Stock Company «ALFA-BANK», Tochka Branch of Public Joint-Stock Company «Bank Otkritie Financial Corporation», PrivatBank, Paykeeper (hereafter referred to as Bank).

3.1.1. If the User chooses the payment method by bank card it will be redirected to the payment gate. The connection to the payment gate and information transfer is secured with SSL certificate.

In case servicing bank supports secured online-payments technology Verified By Visa, MasterCard SecureCode, MIR Accept, J-Secure for processing a transaction the User may be requested to enter one-time pass-code. Such website is secured by 256-bit encryption. A servicing bank provides personal data privacy. The user's information will not be transferred to third parties except as required by law in the Russian Federation. Bank cards transactions are processed in strict accordance with requirements of the payments systems MIR, Visa Int., MasterCard Europe Sprl, JCB.

3.2. The Seller disclaims any liability for delay, failure to deliver on time or to correct address, payment system failures whereas the Seller doesn't control such circumstances.

Information about delivery can be inaccurate due to the circumstances out of the Seller's control such as: delays for the reason of severe weather conditions, road blocks etc. In high (seasonal) demand period the times of order confirming and delivery may be increased.

3.3. Setting and placing an order with delivery shall be made on the terms and conditions pointed in the application and will be considered as an acceptance of essential conditions as to the goods/services and delivery by the User.

3.4. The User is solely responsible for setting and placing an order in the application.

3.5. The Seller may allow a discount for the goods or/and establish bonus program. Discount/bonus types, terms and conditions of calculation may be stated in the application and may be altered by the Seller unilaterally.

4. SHIPPING TIMES.

4.1. The shipping time of the order is at least 1 business day. The shipping time estimates based on the type of goods/services, whether or not the selected goods are in stock and processing order time.

In exceptional cases depending on features or/and quantity of goods/services Parties can make agreement as to the shipping time.

In case the part of the User's order is out of stock (including the reason out of Seller's control) the Seller can cancel the order/a part of the order.

4.2. The order shall be considered delivered upon transferring it to the User. By accepting and paying for the order the User confirms the order fulfilment. Upon goods receipt the ownership rights and the risk of accidental loss passes to the User.

4.3. The goods delivery shall be performed to the User's address provided that such address is included in the area of shipping stated by the Seller.

4.3.1. For more information on general shipping terms and services terms the User can find at the Seller's website <https://app11.ru/> and its sub domains.

4.4. The Seller disclaims any liability for failure in performing the order caused by incorrect or inaccurate data provided by the User.

4.4.1. In case the User provides incorrect or inaccurate data or the Seller has the reasonable grounds to consider the given information unreliable, incorrect or/and inaccurate the Seller has the right to suspend or cancel the User's registration/authorization or/ and suspend/cancel its right to use the application.

4.5. In case of Seller's failure to perform the delivery due to the Seller's fault the redelivery shall be provided free of charge.

4.6. The availability of goods in stock can not be guaranteed by the Seller thereof the time for fulfillment of the order may be increased.

4.7. In case the User or its authorized substitute is not available at the delivery location or the User prevents the accepting the order and the order could not be delivered for reasons not attributable to the Seller, the Seller will assume that the User wishes to unilaterally cancel the Agreement and it will be terminated.

5. INTELLECTUAL PROPERTY.

5.1. The applications contain copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the application such as: texts, photographs, graphic images.

5.2. The Licensee has no right, by its own efforts or with the assistance of third parties, to modify, decompile, reproduce and distribute the application for any purposes.

5.3. The User is permitted to use the application in strict accordance to law.

5.4. All texts and graphic images placed in the application are owned by the Seller or its suppliers/manufacturers.

6. LIABILITY. CLAIMS. RETURNS.

6.1. Under subparagraph 4 Art 26.1 of the Consumer Protection Act of the Russian Federation N 2300-I the User have the right to withdraw from its order before the delivery or within 7 days upon delivery, without giving any reason. The withdrawal period is counted from the day of the delivery of the last item(s) in your order. In case the information about terms and conditions on the return policy and return times in the proper quality goods was not given in writing at the moment of transfer to the User, the User has the right to return the goods within 3 months upon delivery. The return is possible provided that the Items should not have been damaged, soiled, and any labels or tags must be intact, usefulness and marketable appearance is preserved, and the User keeps the evidence of purchase without prejudice to bring other proofs of purchase the User may have.

6.2. Under art. 2 of the "List of non-food goods of proper quality which cannot be exchanged for the like goods of another size, form, measures, model, color or contents or returned" approved by RF Government Decree of 19.01.1998 N55 the User can not reject the clearly personalized goods of proper quality.

6.3. Upon withdrawal from the goods of proper quality the Seller will refund all payments received from the User, except for the costs of delivery to the original delivery address no later than 10 days from the day on which the Seller is informed about User's decision to withdraw.

6.4. Under Art. 22 of the Consumer Protection Act of the Russian Federation N 2300-I refund for the goods of proper quality must be performed within 10 calendar days from the day on which the Seller is informed about User's decision to withdraw.

6.5. The consequences of the distant purchase of the defective goods are stated in the articles 18 — 24 of the Consumer Protection Act of the Russian Federation N 2300-I.

6.6. In order to avoid fraudulent actions the Seller has the right to require the evidence of defects in goods fixed in photo or video.

6.7. The User can withdraw from the order in strict accordance to the law of the Russian Federation.

7. PRIVACY POLICY.

7.1. While processing the Users personal data, the Seller shall be guided by the Federal Law On Personal Data No. 152-FZ dated 27 July 2006.

7.2. Personal data obtained during the registration or placing orders in the application may include, in particular, name, surname, phone number and/or e-mail address, delivery address, comments, geolocation of the User.

7.3. Under this Agreement the Seller may develop, modify, renew, add plug-ins to the application (including the informational, advertising, amusing or other type of products) with or without bringing in partners or affiliates.

By registering/placing order the User gives its consent to processing of personal data according to the data privacy law for the following purposes:

- Provision application to Users and further improvement of the application, development of new services,
- Sending news and promotional material about the goods, services, the Seller,
- Fulfilment of marketing tasks, conducting statistical or other research (electronic polls or sms-polls).
- Responding to the Users requests to the support service,
- Providing the User with the personalized advertisements,
- Goods delivery,
- Prize drawing among users
- Research, analyzes on buyer's satisfaction with goods/services/delivery

The User gives its consent to the Seller to processing of personal data, including the results of automatic processing of whole-numbered or text indicators, agrees to provision of his personal data to affiliated parties, partners of the Seller for the purposes set forth in this Paragraph and obtain User's personal data from the affiliates and/or partners.

The Seller may process the statistic data a to the work of the application. The User in any time may withdraw such consent being aware that the application functions may become technically impossible.

7.4. User-related personal data includes information of the user's devices, technological flow with the application or services of affiliates/partners (including (IP address, MAC address, host, operating system, information about browser, provider, geolocation etc), search queries, data on movement of the User device.

7.5. Personal data processing - any action (operation) or a combination of actions (operations) performed both automatically and manually with personal data, including collection, recording, arrangement, accumulation, storage, specification (updating, changing), extraction, use, distribution (including transfer), anonymizing, blocking and destruction of personal data;

7.6. The Seller has the right to send the User information, service messages, advertisements to user's email, mobile phone (sms, phone calls), or by other services of Seller's partners (social media services, messengers etc). The User can withdraw its consent to such activities at any time without giving a reason except for the automatic system messages about the order, its fulfillment details by sending the notice to the client service at pochta@mail.ru.

7.7. The Seller can use “cookies”. Cookies don’t contain confidential information and the Seller is entitled to transfer cookies data to the partners, agents and third parties in contractual relationship with the Seller with purpose to perform its obligations to the User or getting the statistic information and advertising messages improvement.

7.8. The Seller obtains the information about User’s IP address in the application. This information is not used for User identification.

8. AMENDMENTS AND TERMINATION OF THE AGREEMENT.

8.1. The Privacy Policy (or any of its parts) may be amended by the Seller without a special notice at any time. A new version of the Agreement shall enter into force upon posting thereof on the Seller’s application unless otherwise provided for in the new version of the Privacy Policy.

8.2. By keeping on using the application after amendments into the Agreement the User confirms its consent to such amendments.

8.3. Either Party may terminate this Agreement at any time by notifying the other Party in writing the other Party.

8.4. The Licensor has the right, at any time without prior notice, terminate or suspend the right to use and access the application if the User breaches any provision of the Terms, terms of placing orders, receipt and payment terms.

9. TERM OF THE AGREEMENT.

This Agreement enters into force after the acceptance of public offer by the User and is valid for a year.

Unless either party provides any notice of non-renewal the Agreement not less than 1 month prior to expiration of the Agreement, this Agreement will automatically renew for another year on the same terms and conditions. The amount of renewals is not limited.

10. CONTACT TO THE SELLER:

info@aqua-delivery.com