

OFFER

The edition comes into force: 06.04.2020

Limited Liability Company "Garderobo" (Garderobo), offers any legal entity or individual registered as an Individual Entrepreneur, wishing to use the services of Garderobo, to sign this Offer on the following terms:

1. CONCLUSION OF THE AGREEMENT

1.1. The public offer, expressed in this Agreement, comes into force when the terms of the offer are accepted by the customer, in which case the written form of the agreement is considered to be complied with.

2. TERMS AND DEFINITIONS

2.1. Service - a widget installed at the Customer's site in order to fulfill the obligations of Garderobo in accordance of this Offer.

2.2. Client - persons provided by the Customer.

2.3. Tariffs - the cost of a certain category of services provided by the Service.

2.4. Calculation period - a period used by the parties to determine the cost of Garderobo's services.

2.5 Periods of use of the Services / Accounting period - calendar month, year (current year). The one-year term begins with the date of access to the Services), is determined depending on the type of Services and is specified in the invoice of the Contractor.

3. SUBJECT AND GENERAL CONDITIONS

3.1 In accordance with this Offer, Garderobo provides services related to the use of the Service developed by him. Service analyzes the behavior of persons (customers), users of the Customer's e-shop, in order to form and provide personalized recommendations of items from the store catalog.

3.2 The Customer independently unloads his assortment to Garderobo in YML/XML format. Garderobo service divides the assortment transferred by the Customer by means of determining the Customer's belonging to a certain cluster and forms recommendations for the Customers based on the behavioral psychotype of the Customer (Garderobo has carried out scientific research in the field of psychology and machine learning). The Service offers personalized recommendations.

Selection from the Customer's range is carried out by the Service of Garderobo. A selection of assortments for clients is displayed through an installed widget on the Customer's website. Garderobo provides consulting support or assistance in setting up the Service.

3.3 Client data belongs to the Customer. Each client has a unique identifier in the Service. Information about potential, current and former Clients (Client Data), registered actions of the Client (Client Actions), belonging of Clients to segments (Clients Segments) is available to the Customer in the Service. The Customer is entitled to independently obtain Client Data, Client Actions and Client Segments formed by the Service.

3.4 The Customer has the right to request the provision of other Services, such as one-time consulting or consulting services in the form of subscriber service. The conclusion of the contract for such services is made by acceptance, issued by Garderobo of the offer.

4. SERVICES .

4.1 Subscription to the Service includes:

- initial configuration of the Service by the Manager of Garderobo;

- online access to the Service without limiting the number of Customer's users through a browser and an interface for automated interaction with other programs (API).
data import and export, segmentation, reports

4.2. Garderobo performs the following actions within three working days from the date of signing the present offer agreement:

4.2.1. Sends the Customer an e-mail with all the information necessary for confidential access to the Service.

4.2.2. Garderobo provides the Customer with a trial period to study the functionality of the Service and the integration of the Service with the Customer's information systems (Evaluation period). The Customer independently or by passing the order to Garderobo by means of communication stops the Evaluation period. If the Evaluation Period was not terminated at the initiative of the Customer, it ends in 2 calendar months. Paid Service shall be provided on the first day after the end of the trial period and receipt of advance payment.

4.3. Garderobo has the right to involve third parties to provide Services without the consent of the Customer. Garderobo is liable to the Customer for their actions or omissions as their own.

5. PAYMENT AND PRICE

5.1 The cost of Subscription to the Service and connection of additional modules is formed in accordance with the Tariffs valid at the time of acceptance.

5.2 Garderobo has the right to change the Tariffs for the Subscription to the Service by sending a notice to the Customer:

- Upon receipt of the Customer's preliminary consent by Means of Communication - without limitation of the frequency of such notifications, with the entry into force of the changes on the date agreed by Garderobo and the Customer;

- without the preliminary consent of the Customer - not more than once a year, with the amendments coming into force on the date specified in the notification, but not earlier than 30 calendar days after the notification.

Garderobo shall be entitled to extend the list of Additional Modules in the Pricelist by sending a notice to the Customer by means of communication.

5.3 The Customer pays the Subscription to the Service according to the following scheme:

- for the first Settlement period - advance payment according to the invoice issued by Garderobo;

5.4. further monthly until 28th day - advance payment for a new calendar month;

5.5 The cost of the Services is not subject to VAT.

5.6. The Customer's obligation to pay for the Services shall be considered as performed from the moment of money crediting to Garderobo's correspondent account.

5.7 If the Customer has violated the obligation to pay for the Services, Garderobo is entitled to suspend the Services with preservation of the tariffication under the Agreement, notifying the Customer about it not later than 5 working days before the date of the supposed suspension.

6. DELIVERY, ACCEPTANCE AND RECONCILIATION

6.1. Garderobo sends to the Customer a unilateral act (Act), an invoice and an invoice for payment of the advance payment for the next Settlement Period not later than 5 working days after the end of the Settlement Period.

6.2 The services specified in the Act are considered accepted by the Customer without any objections, if within 15 working days after the end of the respective Calculation period Garderobo has not received from the Customer motivated written objections (provided that the Act is sent to the Customer in due time in accordance with clause 6.1. of the Act). The Agreement).

6.3. Garderobo is entitled to make a reconciliation of settlements with the Customer. In this case Garderobo shall send to the Customer 2 copies of the Reconciliation Certificate (Reconciliation Certificate), and the Customer shall sign 2 copies of the Reconciliation Certificate within 5 working days from their receipt and return 1 of them to Garderobo or send

a motivated refusal to sign. If within 10 working days from the date of receipt of the Customer verification report Garderobo does not receive a motivated refusal to sign, the verification report shall be considered signed by Garderobo and the Customer.

7. TERM AND VALIDITY

7.1. The contract is valid from the moment of acceptance to the moment of termination.

7.2. The Customer is entitled to terminate the Agreement by notifying Garderobo thereof not later than 30 calendar days before termination.

7.3. Garderobo has the right to terminate the Agreement by notifying the Customer about it not later than 30 calendar days before the termination:

7.3.1. 10 working days before the termination - if the Customer has not eliminated the reason for the suspension of Services within 5 working days from the date of suspension, or allowed the suspension of Services twice in a calendar year;

7.3.2. 30 calendar days before the termination - in other cases.

7.4. Termination of the Agreement does not release Garderobo and the Customer from the obligation to make mutual settlements. Upon termination of the Agreement Garderobo shall return to the Customer all advance payments, except for the cost of services rendered at the time of termination.

8. DISPUTE RESOLUTION PROCEDURES AND FORCE MAJEURE CIRCUMSTANCES

8.1. Garderobo has the right to unilaterally amend this Agreement by publishing new versions of the Agreement on the web-site <https://garderobo.ai>. The day of entry into force of the new edition of the Agreement shall be the day of publication of the Agreement on the web-site of Garderobo. In this case Garderobo confirms that the changes introduced into this Agreement do not cancel the conditions of the previous edition of this Agreement, previously accepted by the Customer.

8.2. In case of any disagreements between Garderobo and the Customer on the issues provided by this Agreement or arising in connection with its execution, the Parties shall take measures to resolve them in a claim procedure. The term of reply to the claim - 10 (ten) working days from the date of receipt by the post office of the recipient.

8.3. Garderobo and the Customer shall be released from responsibility for partial or full non-fulfillment of obligations under this Agreement, if such non-fulfillment was caused by force majeure circumstances. The force-majeure circumstances include: natural disasters, military actions, rebellions, strikes, publication of normative acts of prohibitive character by state authorities of the State Governments, subjects of the State Governments or local authorities, fires, explosions, power or Internet access cut-off, which occurred not through the fault of the Parties, as well as other circumstances which the Parties could neither foresee nor prevent by reasonable measures.

8.4. The Party, which was unable to fulfill its obligations under this Agreement, shall immediately notify the other Party in writing of the occurrence of circumstances preventing the Parties from fulfilling these obligations.

9. OTHER CONDITIONS 9.1. The public offer, expressed in this Agreement, is valid until the moment of its revocation by Garderobo, and its revocation does not cancel the conditions of this Agreement, previously accepted by the Customer. 9.2. The Customer shall inform the Garderobo within 5 (Five) working days about the change of his details, as well as about any decisions of the Customer concerning his liquidation, reorganization as a legal entity, or termination of activity as an individual entrepreneur, as well as about any cases of initiation of bankruptcy (insolvency) of the Customer.

9.3. Parties may not disclose and disclose facts or information obtained under this Agreement to the third party without prior written consent of the Parties. In this case the fact of conclusion

and subject of this Agreement shall not be confidential information and may be used by the Parties for advertising and marketing purposes.

9.4. The Parties acknowledge the exchange of emails as equivalent to the exchange of documents with handwritten signatures signed by an electronic signature and having legal force, including in case of legal proceedings.

10. COMPANY DETAILS:

Limited Liability Company "Garderobo"

Legal address: 127106, Moscow, Gostinichny proezd str. 4 « Б »

TIN 9701133809, TRRC 770101001

PSRN 1197746304403

On behalf of Garderobo:

CEO _____ /Lilly Menkevich