

USER AGREEMENT

(as amended on 9 December 2019)

This User Agreement governs the use of the Website with the domain name wellmax.eu by the Users and purchases of Products on the Website.

By using the Website and its Web Services, the Internet User thereby accepts and agrees to the terms of this User Agreement, Other Rules and the applicable law.

The Website Administration asks to carefully read the User Agreement, Other Rules and the applicable law.

1. GENERAL DEFINITIONS

1.1. **Website Administration** shall mean as stated in Cl. 13.6. hereof.

1.2. **Website** shall mean a website hosted on the Internet under the domain name wellmax.eu, containing information about the Products sold by the Trade Partners, allowing the User to search, view information about the Products offered to the Users by the Trade Partners for purchase, make an Order and buy a Product.

1.3. **Marketplace** shall mean the virtual space of the Website for the formation of legal relations between the Trade Partner and the Buyer regarding the sale and purchase of the Products of the Trade Partner. Marketplace is a part of the Website; it contains information about the Products of the Trade Partner, including their description, terms of sale, return, exchange, as well as other information that is essential for the conclusion and execution of the sales contract for the Products. The Marketplace serves to provide the Users with the opportunity to get information about the Products of the Trade Partners, compare their offers, Price and quality, as well as enables the Buyer and the Trade Partner to conclude a sales contract for the Products of the Trade Partner.

1.4. **Website Content** shall mean the protected results of intellectual activity, including texts of works, their titles, prefaces, annotations, articles, illustrations, covers, musical works with or without text, audiovisual, graphic, text, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, selection, coordination, appearance, common style and location of a given Website Content being a part of the Website and other intellectual property items, collectively and/or individually, contained on the Website.

1.5. **User Agreement** shall mean this document with all amendments and additions posted on the Internet at https://wellmax.eu/assets/site/docs/user_agreement.pdf

1.6. **User** shall mean an individual having and exercising legitimate access to the Website and its Web Services via the Internet, as well as having sufficient rights to make transactions on the Website (including possessing legal capacity to the extent required for the relevant transaction), and not restricted by the applicable law (including possessing legal capacity to the extent required) in the manner that would prevent such an individual from making the relevant transaction on the Website lawfully.

1.7. **Buyer** shall mean a User who purchased the Products of the Trade Partner under the terms hereof and, as far as the purchase of the Products is concerned, under the terms of other documents posted on the Website (including the Privacy Policy and the Agency Agreement-Offer) as well as the applicable law.

1.8. **Trade Partner** shall mean an individual, a self-employed person (self-employed), an individual entrepreneur, another subject of entrepreneurial activity or a legal entity registered in accordance with the applicable law, the Products Advertisements of whom/which are

posted on the Website in the Marketplace of the respective Trade Partner, the Products of whom/which can be purchased on the Website.

1.9. **Advertisement** shall mean a message addressed to an indefinite set of individuals containing an offer to purchase the Products (including contact information, photographs and any related information) posted on the Website.

1.10. **Registration on the Website** shall mean a set of the User's actions that comply with the instructions hereof, including the provision of Account Data and other information using the special form of the user interface of the Website in order to create a Personal Account and gain access to certain Web Services of the Website.

1.11. **Account Data** shall mean a unique login and password created by the User independently during the Registration on the Website, or further modified by the User through the Personal Account, that are used to access the Personal Account.

1.12. **Registration Data** shall mean the User's data independently entered by the User during the Registration on the Website and filling in the profile of the Personal Account. Registration Data are stored in the database of the Website Administration and are to be used exclusively in accordance with this User Agreement and applicable law.

1.13. **Personal Account** shall mean a closed part of the Website, which constitutes a set of guard pages on the Website created when the Personal Account is activated and containing the User's data on the Website, in which the Web Services provided on the Website are available to the User.

1.14. **Price** shall mean the price of the Product established by the Trade Partner in the Advertisement.

1.15. **Data** shall mean any materials and information provided by the User in relation to the use of the Website.

1.16. **Order** shall mean the Buyer's request for the purchase and/or delivery of the Product properly submitted on the Website.

1.17. **Web Services** shall mean web services available on the Website allowing the User to use all the functionality provided for him/her hereunder. The Web Services include (1) an interface, software, and other elements required for proper operation. Nothing contained herein shall be interpreted as the transfer of the exclusive rights to the Web Services (or to individual parts of the Web Service) to the User; (2) features (tools, algorithms, methods) provided by the Website and allowing the User to search and view information related to the Product, as well as any other features and functions available on the Website.

1.18. **Content** shall mean any information in any form (including text, photographs, graphic images, audiovisual works) posted, reproduced, communicated to the public or individually to the User on the Website.

1.19. **Products** shall mean goods information whereof is posted by the Trade Partner on the Website in order to sell them to the Buyer via the Internet in the manner and under the terms established by this User Agreement, Other Rules and the applicable law.

1.20. **Services** shall mean services provided by the Website Administration to the User hereunder, inter alia using of the Website.

1.21. **Other Rules** shall mean any documents posted on the Website (apart from this User Agreement) regulating both the Website operation (its functioning), and the use of the Website, the terms and conditions of which in the corresponding part are compulsory to be complied with by the User, the Trade Partner and/or the Website Administration (in particular, the User Agreement and all the appendices thereto https://wellmax.eu/assets/site/docs/ru/user_agreement.pdf, the Privacy Policy

https://wellmax.eu/assets/site/docs/ru/privacy_policy.pdf, and the Agency Agreement-Offer (https://wellmax.eu/assets/site/docs/ru/agency_agreement.pdf).

SPECIAL TERMS AND CONDITIONS:

1) The Trade Partners shall be able to dispose of the exclusive rights pertaining to them to the results or the means of identification of intellectual property by means of the Website. The exclusive right to the result or the means of identification of intellectual property (hereinafter referred to as “**License**”) shall be neither the Product, nor the Service. Therefore, the rules concerning the sale of Products or providing the Services shall not be applied to the disposal of Licenses.

If the Trade Partner provides another person (the Buyer) with the right to use the result or means of identification of intellectual property (i.e. when providing with the License), the License Agreement on granting a simple (non-exclusive) license (hereinafter referred to as “**License Agreement**”) shall be applied, the text of which is set out in Appendix No. 1 to this User Agreement.

The License Agreement (Appendix No. 1) is applied to the relations between the Buyer and the Trade Partner, unless otherwise is set forth in the License description published on the Website by the Trade Partner.

When granting the License, the corresponding law concerning the rights to the results and means of identification of intellectual property is subject to application. Nothing in this User Agreement (including the License Agreement and all other appendices to the User Agreement) shall be interpreted as a term violating the applicable law. Any relations between the Trade Partner and the Buyer, directly unsettled by this User Agreement (including the License Agreement and all other appendices to the User Agreement), shall be settled according to the terms of the applicable law.

2) The Trade Partners shall be able to provide the Users with the Services by means of the Website.

The Services are neither the Product, nor the License. Therefore, the rules concerning the sale of Products or the sale of Licenses shall not be applied to the providing the Services.

When the Trade Partner provides the User with the Service, the General Rules for Providing the Services shall be applied, which are set out in Appendix No. 2 to this User Agreement.

The General Rules for Providing the Services (Appendix No. 2 to this User Agreement) shall be applied to the relations between the User and the Trade Partner unless otherwise is set forth in the Service description published by the Trade Partner on the Website.

When providing the Services, the corresponding law is subject to application. Nothing in this User Agreement (including the General Rules for Providing the Services and all other appendices to the User Agreement) shall be interpreted as a term violating the applicable law. Any relations between the Trade Partner and the User, directly unsettled by this User Agreement (including the General Rules for Providing the Services and all other appendices to the User Agreement), shall be settled according to the terms of the applicable law.

2. SCOPE OF THE USER AGREEMENT

2.1. This User Agreement shall govern:

- legal relations between the Website Administration and the Users for the use of the Website and its Web Services, as well as the materials placed thereon;

- legal relations between the User and the Trade Partner for the sale of Products on the Website.
- 2.2. Under this User Agreement, the Website Administration shall render the User the Services on the provision of the Website technical capabilities for free use, namely:
- access to the Website and its Content;
 - search for Products on the Website;
 - Registration on the Website;
 - access to the User's Personal Account;
 - opportunity to make an Order for the Trade Partner's Product on the Website;
 - opportunity to pay the Trade Partner's Product on the Website.
- 2.3. The use of the Website and its Web Services (including purchases made by the User on the Website, and any his/her other actions related to such a purchase) shall be governed by applicable law, this User Agreement and Other Rules.
- 2.4. The beginning of use of any Web Services and other features of the Website (including Registration on the Website) shall be deemed to be an acceptance of the terms and conditions hereof.
- 2.5. The User understands and agrees that all Web Services are provided "as is", "as available", and that the Website Administration shall not be liable for any delays, Web Services failures, incorrect or late delivery of messages from the User to the Website Administration and/or from the Website Administration to the User, removal or lack of security of any User personal or other information, unless otherwise provided by the User Agreement, Other Rules or the applicable law. At the same time, the Website Administration undertakes to take all reasonable measures to prevent such failures.
- 2.6. All the Content posted on the Website is covered by the exclusive rights of the Website Administration, Trade Partners and other rightholders. All rights to the Content are protected by the applicable law (including the applicable intellectual property law).
- 2.7. This User Agreement is posted at https://wellmax.eu/assets/site/docs/user_agreement.pdf . The Website may be used in accordance with the conditions established by the User Agreement, Other Rules and the applicable law only. The User agrees to stop using the Website in case of disagreement with any terms of this User Agreement, Other Rules or in case that an individual does not comply with the User's definition given in Cl. 1.6. hereof.
- 2.8. By accessing the Website and concluding thereby this User Agreement, the User assures and guarantees that he/she possesses all the rights and powers (including having legal capacity to the extent required to complete the relevant transaction) necessary to give a consent to complying with the applicable law, this User Agreement and Other Rules, execute them and to be able to be liable for their non-compliance.

3. TERMS AND RULES OF REGISTRATION ON THE WEBSITE

- 3.1. The features of the Website and its Web Services may be used only after the User has completed Registration on the Website and logged in to the Website in accordance with the procedure established by the Website Administration. Registration of the User on the Website shall mean the full and unconditional acceptance by the User of the provisions of this User Agreement and Other Rules.
- 3.2. The User shall register on the Website by completing the registration form at www.wellmax.eu.

3.3. In the course of the Registration on the Website, the User shall specify:

- his/her mobile phone number.

3.4. In the course of the Registration on the Website, the User shall optionally specify:

- his/her name;
- his/her surname;
- his/her patronymic;
- his/her e-mail;
- his/her password (to log in his/her Personal Account via e-mail)
- his/her date of birth.

The User shall be also able to upload the photo to his/her Personal Account.

3.5. When the User registers on the Website and specifies the Registration and Personal Data, the User shall be solely liable for the accuracy, relevance, completeness and compliance with applicable law of the information provided in the course of the Registration on the Website.

3.6. Before the Registration on the Website, the User shall be obliged to familiarize himself/herself with all the documents regulating the work of the Website (including this User Agreement, Other Rules as well as the applicable law). If the User carries out the Registration on the Website, the User thereby confirms that he/she has familiarized himself/herself and agrees with the terms of all the documents governing the Website operation and gives his/her consent to the processing of his/her personal data. Further, upon clicking on the button, by clicking on which the registration is carried out, a text message shall be sent to the mobile phone number specified by the User during the Registration on the Website containing a one-time code. The User enters this code in the field appeared on the Website upon registration, thereby confirming his/her Registration on the Website.

The one-time code is sent to the User whenever he/she logs in his/her account.

The User shall be able to change his/her data in his/her Personal Account entered by him/her upon Registration on the Website (Cl. 3.3. and Cl. 3.4. above) at any time.

3.7. Registration on the Website shall be deemed completed when the User confirms the one-time code received by him/her upon the first registration (Cl. 3.6. above).

3.8. For each User registering on the Website, a unique user account and Personal Account are created to access the Web Services of the Website.

3.9. The User who has completed Registration on the Website logs in to the Personal Account by going through authorization, which is entering his/her mobile phone number as well as entering the one-time code, which is sent to the User to his/her mobile phone number specified upon the Registration on the Website.

If desired, the User may log in his/her Personal Account by entering his/her login and password.

Besides, the User shall be able to log in the Personal Account via such social media as VKontakte, Facebook, Google as well as personal account open on www.wmglc.com.

3.10. The Website Administration uses cookies to automatically authorize the User to access the Personal Account, as well as to collect analytics, including the Website traffic.

3.11. The User shall not be entitled to transfer his/her login and/or password to third parties, shall be fully liable for the security of his/her login and password, for their safety independently selecting the method of their storage, as well as for all actions performed using his/her login and password, and for any consequences that could have been caused or were caused by such their use (in particular, the User shall use licensed antivirus programs, use complex alphanumeric combinations when creating a password, do not make

computer or other equipment with the User's login and/or password entered thereon available to third parties, etc.).

3.12. The Website Administration shall not be liable for the loss by the User of his/her Registration Data, inter alia due to unlawful actions of third parties.

3.13. If the fact of committing the unlawful actions in regard of the User by the third parties (including in regard of his/her Personal Account) (including if the losses are caused to the User as a result of those unlawful actions) is established, the User shall be entitled to demand the restoration of rights and compensation for losses from those third parties both extrajudicially, and judicially. At the same time, the User shall release the Website Administration from any liability in connection with the fact of committing the unlawful actions mentioned in this Cl. 3.13. by the third parties, in connection with which the Website Administration shall not be liable for both the unlawful actions of the third parties mentioned above, and their consequences (including User's possible losses arisen).

3.14. The Website Administration strongly recommends that, when registering on the Website, the User shall specify all the data mentioned in Cl. 3.4. of the General Rules, and in case of their modification, inform the Website Administration on those modifications without delay.

3.15. Should it be impossible to perform authorization due to the loss of the password, the User shall fill in the Password Recovery form specifying his/her e-mail address or phone number that the User specified during the Registration on the Website. Upon clicking on the "Send" button, a link will be sent to the e-mail address specified by the User, which shall be followed to recover the password, and/or a password will be sent to the phone number specified by the User. Should it be impossible to perform authorization due to the loss of the password, blocking of the Personal Account, or for other reasons, the User shall be entitled to contact the Website Administration by sending an e-mail to the Website Administration's e-mail address specified in section 14 hereof.

3.16. Methods to restore access to the Personal Account and methods of User authorization may be changed, cancelled or supplemented by the Website Administration unilaterally at any time at its own discretion, without specifying the reasons, and obtaining anybody's consent thereto as well as specially notifying the User.

4. RIGHTS AND OBLIGATIONS OF THE USER AND THE WEBSITE ADMINISTRATION

4.1. The User shall be entitled to:

- independently study Advertisements and other materials on individual Trade Partners on the Website and use the information obtained in such a way for his/her own needs;
- share referral links to Trade Partners on social media;
- acquire Products under the conditions provided for herein;
- obtain contact information about the Trade Partner in accordance with applicable law;
- contact the Website Administration regarding the use of the Web Services of the Website, as well as send complaints against other Users to the address specified in section 14 hereof for consideration;
- receive letters, mailings, text messages to his/her e-mail address and/or phone number provided during the Registration on the Website;
- edit his/her Personal Account, add and update information on himself/herself.

4.2. The User shall:

- accept unconditionally, without changes and in full, the terms of this User Agreement and Other Rules, whereupon independently, on a daily basis, monitor the current

edition of the User Agreement and Other Rules, the changes and additions made hereto, and in case of disagreement with the current version of the User Agreement, Other Rules, or with changes or additions hereto, immediately stop any use of the Website;

- comply with the conditions specified in Cl. 1.6. hereof;
- carefully study information about the Product, its Price and other Product purchase and sale terms on the Website;
- during the Registration on the Website, provide his/her mobile phone number, thereby giving consent to receive text messages to this number (in particular, information on the Order, advertisements and other messages);
- when using the Website, observe the requirements of the applicable law, the User Agreement and Other Rules;
- use the Website in such a way as not to violate the applicable law, the User Agreement and Other Rules;
- respect the rights and freedoms of third parties;
- not take any actions that may lead to a disproportionately large load on the Website;
- not copy, reproduce, modify, distribute or submit works and/or information contained on the Website, without obtaining the prior written Website Administration's consent thereto;
- observe the property and non-property rights of authors and other rightholders when using the Website;
- not distribute any information about individuals or legal entities that is confidential and protected by applicable law, using the Website;
- not take any actions that are aimed at disturbance of the normal operation of the Website or its individual Web Services;
- compensate in full losses inflicted to the Trade Partner and/or the Website Administration.

4.3. The Website Administration shall be entitled to:

- unilaterally at any time at its own discretion amend and/or supplement the terms hereof, without specifying the reasons, and obtaining anybody's consent thereto as well as specially notifying the User. The User Agreement amended and/or supplemented in such a way shall enter into force immediately after its publication on the Website, unless otherwise specified by the Website Administration;
- moderate and delete the User's feedback and/or comments if the User violates the applicable law, this User Agreement or Other Rules;
- temporarily or permanently block the Personal Account of any User if the User repeatedly violates the applicable law, this User Agreement and Other Rules (provided that the User has no concluded and outstanding sales contract in force with the Trade Partner);
- temporarily limit the possibility of placing Orders for the Products in the Personal Account of any User if the User violates the applicable law, this User Agreement or Other Rules (including if the User has concluded and outstanding sales contract in force with the Trade Partner);
- through the Website's Registration form, collect e-mail addresses, telephone numbers of the Users on the Website, which are used only for the purposes set out in the applicable law, the User Agreement or Other Rules;

- send newsletters and, according to the Website Administration, other useful information for the Users using the list of e-mail addresses and telephone numbers (text messages) provided by the Users during the Registration on the Website;
- exercise its other legal rights and defend its interests in any legal way.

4.4. It is prohibited to the User to:

- use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or track the Website Content;
- bypass the navigation structure of the Website in any way in order to obtain or attempt to obtain any information, documents or materials by any means that are not specifically provided by the Web Services of this Website;
- carry out unauthorized access to the Website features, any other systems or networks related to this Website, as well as to any Services;
- violate the security or authentication system on the Website or on any network related to the Website;
- perform a backward search, track or try to track any information about any other User of the Website;
- use the Website and the Website Content for any purpose prohibited by the applicable law, as well as incite to any illegal activity or other activity, which violates the rights of the Website Administration or other persons;
- transfer (communicate) his/her login and/or password used to access the Personal Account to third parties;
- illegally download, store, post, distribute and provide access to or otherwise use the intellectual property of third parties;
- perform illegal collection and processing of personal data of other persons.

4.5. Should the User provide incorrect or incomplete information, or should the Website Administration have grounds to believe that the information provided by the User is incorrect or inaccurate, the Website Administration shall be entitled to unilaterally at any time at its own discretion block, suspend and/or bar the User from using his/her login and password, as well as prohibit the use of the Personal Account, access to the Web Services and other features of the Personal Account, without specifying the reasons, and obtaining anybody's consent thereto.

4.6. Receiving text messages and letters, any other mailing shall be voluntary. When processing the personal data of the User, the Website Administration shall be guided by the applicable law (including, in particular, the law on information, on personal data, on advertising). The User may at any time refuse to receive letters, any other mailings by clicking on the link for unsubscribing, which is available in each received letter. In this case, the User's e-mail address will be automatically removed from the mailing list. To refuse to receive text messages, the User shall send a letter to the Website Administration to the e-mail address wellmax@wellmax.eu. In this case, the phone number of the User will be removed from the text messaging list within five (5) working days starting with the date of receiving the letter mentioned above from the User.

4.7. The Website Administration shall not be liable for the visit, use and consequences of those visits/uses of other websites by the User, the links to which are posted on the Website.

4.8. The Buyer as a party to the sales contract for the Product shall acquire all the rights and obligations in accordance with the applicable law (including the consumer protection laws). At the same time, the parties of these legal relations are the Buyer and the Trade Partner.

4.9. The Buyer shall be entitled to:

- leave feedback and/or comments on the Website, taking into account the requirements provided by section 5 of this User Agreement;
- leave feedback and/or comments on and rate the Trade Partner after the Buyer has taken advantage of this Trade Partner's offer;
- receive in the Personal Account, as well as using the details provided, the necessary documentation on completed and placed Orders;
- submit a claim to the Website Administration for the refund of the amount of the advance payment for the Product made by him/her if (1) the Product was not delivered to the Buyer in due time, and (2) the Buyer sent a notification to the Trade Partner of the refusal to fulfill the sales contract due to the breach of the obligation by the Trade Partner to transfer the Product in due time;
- reject the Order and annul the sales contract (including via his/her Personal Account) in cases provided by the applicable law.

4.10. The Buyer shall:

- having selected the Product, for the purchase of which the Buyer would like to pay, as well as the method of its payment and delivery (if applicable) and other terms of purchasing this Product, enter the reliable data in the Product Order form;
- within seven (7) calendar days of receiving the Product, confirm or deny the fact of delivery of the Product to the Buyer. Should the Buyer fail to confirm or refute the fact of delivery of the Product to the Buyer within seven (7) calendar days, the Product shall be deemed to be delivered to the Buyer in case that the Website Administration has proof of delivery of this Product. In this case, the Order shall be assigned the status "Approved" on the Website;
- compensate in full losses caused to the Trade Partner and/or the Website Administration;
- upon request of the Website Administration, provide information and documents necessary for the identification of the Buyer as a person having concluded the sales contract for the Product as well as the User (including when the User sends applications, notifications, and other documents to the Website Administration);

4.11. All rights, obligations and restrictions specified in Cl. 4.1, 4.2 and Cl. 4.4.-4.7 hereof shall also be applied to the Buyer.

4.12. The Buyer hereby confirms that he/she is informed of and agrees that if the legal relations between the Buyer and the Trade Partner concerned with the concluding the sales contract for the Products are governed by the legislation of the State (see Cl. 13.6 hereof), where in some cases special rules for sale, delivery, exchange and return of some Products (including absence of the right to buy, the right to buy remotely, the right to exchange, and the right to return some Products by the Buyer) are provided, and these special rules provided by the Law of the corresponding state are different from what is set forth in this User Agreement, such special rules of the applicable law mentioned above are applied to the relations between the Buyer and the Trade Partner.

4.13. Website Administration shall not provide a service upon delivery of Food to the Buyer, and, therefore, shall not be liable for the delivery of Food.

If legal relations between the Buyer and the Trade Partner concerned with the concluding the sales contract for the Products relate to Food, the Buyer hereby confirms that he/she is informed of and agrees that the Website Administration shall not deliver Food, therefore, if

the Buyer wishes to get a service upon delivery of Food, the Buyer concludes the corresponding contract for providing a service upon delivery of Food with the Trade Partner.

5. REQUIREMENTS FOR FEEDBACK AND COMMENTS ON THE WEBSITE

5.1. Feedback and comments shall be left by the User on the Website via the Personal Account and shall be posted on the Website free of charge. At the same time, the Website Administration shall be entitled to remove feedback and/or comment if the feedback and/or comment does not comply with the requirements of the applicable law, this User Agreement or Other Rules.

5.2. By posting feedback and/or comments on the Website, the User makes the Data contained therein publicly available and understands that the posted information is posted on the Website publicly available, i.e. it is available for review to the unlimited range of persons in all countries of the world where it is possible to use the Internet and to access the Website. The User understands and assumes all the risks associated with specifying contact information in the Advertisement, including but not limited to: the risk of putting the e-mail address on the lists for sending spam messages, the risk of the e-mail address getting to various fraudsters, the risk of the phone number getting to text messages spammers and/or text messages scammers and other risks arising from such placement of information.

5.3. The User shall be solely liable for the content and form of the feedback and/or comment posted by him/her on the Website. The User shall guarantee that the feedback and/or comments contain true Data, and do not violate the applicable law, this User Agreement and Other Rules.

5.4. Should the User's feedback/comments be subject to copyright or include it, by posting them, the User authorizes the Website Administration to use them in any manner, including by reproducing, distributing, translating, public performing, public showing, broadcasting on air and by cable, bringing to public knowledge with no restrictions regarding the territory and period of use.

5.5. It is prohibited to post on the Website feedback and/or comments containing:

- defamation and/or insult;
- false Data;
- obscene information;
- offering and/or advertising of Products, turnover of which is prohibited or restricted by the applicable law;
- private life Data, personal data of third parties, personal and family secrets, another closely guarded secret protected by the applicable law (including state secret, confidential Data);
- obscene words;
- statements of an extremist nature;
- calls for riots, participation in mass (public) events held in violation of the established procedure;
- links to websites and pages on the Internet, the content of which is contrary to the applicable law;
- spam and trolling.

6. ORDERING AND PAYMENT

6.1. The Product offering in the Advertisement posted by the Trade Partner in the Marketplace shall be an official public offer of the Trade Partner addressed to the Buyers who are individuals to conclude a sales contract for the Products.

6.2. The Order for the Product shall be placed by the Buyer independently on the Website via his/her Personal Account. To place an Order, the Buyer shall:

- register and log in to the Website;
- select the Product of interest by clicking on the image of the corresponding Advertisement, and then the button "Buy";
- specify the number of the Products and other individual Product features the specifying of which is a necessary term to conclude the sales contract for the Product;
- click on the "Place an Order" button and fill in the Order Form (specify contact information, delivery address and Product delivery time, select a payment method, fill in other form fields);
- click on the "Place an Order" button.

The sales contract between the Buyer and the Trade Partner shall be deemed to be concluded upon clicking on the "Place an Order" button if this term does not contradict the applicable law.

6.3. The Buyer shall be entitled to place an Order for any Product presented on the Website. The particular features of a certain Product Order shall be specified in the corresponding Advertisement.

6.4. Upon placing an Order, an e-mail shall be sent to the Buyer's e-mail address specifying the names of the selected Products, their quantity and total payment amount.

6.5. The Buyer who has placed the Order may pay for the Product (including its delivery to the Buyer) in one of the following ways:

- advance payment for the Product via the e-payment operator on the Website (with the online receipt sent to the Buyer's e-mail address, and a text message of confirming the Order placement sent to the Buyer's phone number);
- in cash or by credit card directly on delivery of the Product to the Buyer (it shall be specified when placing the Order);
- by other means (if technically feasible, which shall be specified when placing the Order).

6.6. The Price of the Product specified on the Website and the cost of delivery of the Product may not be changed after the placement of the Product Order on the Website.

6.7. The Buyer shall be entitled to reject the Product at any time prior to its transfer, and upon the transfer of the Product – within the period specified in Cl. 9.2. hereof unless otherwise is provided by the applicable law, this User Agreement, and Other Rules.

7. DELIVERY AND ACCEPTANCE OF THE PRODUCT

7.1. The Product purchased shall be delivered (if technically feasible) by courier service under the agreement between the Buyer and the Website Administration, or to the pickup point, or by agreement between the Buyer and the Website Administration by the Trade Partner's courier service unless otherwise is set forth in the Advertisement.

If it is possible to carry out electronic delivery, the information thereon shall be available to the Buyer when placing an Order.

7.2. The procedure for delivery, its price and other terms of carrying out the delivery are specified on the Website.

7.3. The delivery is carried out within the period agreed upon with the Buyer.

7.4. The Buyer shall be obliged to perform the acceptance of the delivered Product by its quantity, quality, range and completeness in the presence of the courier who delivered the Product.

7.5. The Buyer shall send all the claims concerned with inadequate quality of the delivered Product, as well as the requests for refund that arose within three (3) calendar days upon acceptance of the delivered Product by the Buyer, to the Trade Partner, with whom the Buyer has concluded the sales contract for the Product, using the contact details that are specified by the respective Trade Partner on his/her page on the Website. In this case, the Website Administration shall assist the Buyers in settlement of their claims to the Trade Partners by providing all the information available to the Website Administration regarding the work procedure, conditions for sale and return of the Products, conditions of return of the funds paid for the Products, location of the respective Trade Partners, as well as any other information relevant for settlement of such claims, which is at the disposal of the Website Administration and is not confidential by virtue of a law or contract.

7.6. If the Buyer chooses pickup of the Product purchased by him/her instead of delivery of that Product, the Buyer shall be obliged to pick up this Product from the pickup point within the period specified on the Website upon concluding the sales contract for the Product as the period for Buyer's picking up unless another period is agreed upon with the Buyer or set by the applicable law.

If the Buyer does not pick up the Product from the pickup point within a period agreed upon with the Buyer specified in "Delivery" section on the Website, the Product not received by the Buyer shall be returned to the Trade Partner, with the Buyer paying for the redelivery (return) of the Product from the pickup point to the Trade Partner, unless otherwise is provided by the applicable law.

8. LIABILITY OF THE WEBSITE ADMINISTRATION AND THE USER

8.1. The Website Administration shall not bear any liability for any Advertisements of Trade Partners or third parties placed in the Marketplace of the respective Trade Partner, and shall not provide any guarantee in respect of any Content, its accuracy, relevance or reliability.

8.2. All information and all Content (regardless of whether the applicable law classifies this information or this Content as personal data or other data to be protected in accordance with the applicable law, or not) posted (reproduced, communicated to the public) by the User on the Website shall be posted by him/her in order to place an Order, as well as to register on the Website, and/or create a Personal Account, and/or place an Order shall be posted by the User for his/her benefit, including for establishing legal relations with the Trade Partner, third persons and/or identification of such a User.

8.3. The Website Administration shall not be liable for the quality, safety and any other consumer properties of the Products offered for sale, as well as for the legality of posting the offer of their sale if this term does not contradict the applicable law.

8.4. The User undertakes to faithfully fulfill his/her obligations to the Website Administration, as well as the Trade Partner in case of concluding a sale contract with the latter.

8.5. The Website Administration shall not be liable to the User for any actions of other Users/Buyers, Trade Partners or third parties using the Website, as well as for any consequences of such actions.

8.6. Liability for the refusal of the Trade Partner to fulfill obligations under a concluded sale contract shall rest directly with the Trade Partner.

8.7. In accordance with applicable law, the User shall be fully liable for his/her own actions and inaction when using the Website.

The User agrees to stop using the Website in case of disagreement with any terms of this User Agreement, Other Rules or the applicable law (including in case that an individual does not comply with the User's definition given in Cl. 1.6. of this User Agreement). In case of violation of the applicable law, this User Agreement or Other Rules by the User, the liability (both property and non-property) for such violations (both actions and inaction) shall be borne by either the User (including the person who not being consistent with the definition of the User set forth in Cl. 1.6. hereof, exercised the rights and assumed obligations of the User), or his parents, adoptive parents, trustees, guardians, other bodies and organizations liable for the transactions made by such a person.

In accordance with applicable law, such persons shall also be liable for the harm caused by the minor or disabled User to the Website Administration, Trade Partner or other Users when using the Website.

Should the adult User have any restrictions related to the ability to post the Orders on the Website and to conclude the sales contracts for the Products on the Website, all the liability (property and non-property) for the actions/inaction of such Users on the Website shall be borne by his/her parents, adoptive parents, trustees or guardians, or other authorities or organizations being liable for the deals made by that person.

8.8. The Website Administration shall not be liable for:

- delays, failures and interruptions in the provision of the Web Services caused by technical faults in the operation of equipment and/or software;
- any losses that the User may incur in case of deliberate or careless violation of any provision of this User Agreement, Other Rules or the applicable law, as well as due to unauthorized access to the communications of another User;
- actions or inaction of transfer systems, banks, payment systems and for delays associated with their work;
- proper operation of the Website if the User has no necessary technical means for its use (with the Website Administration not assuming any obligations to provide the Users with such means);
- quality of the Products, or other terms of sales contracts for the Products, the Advertisements of which are posted on the Website.

8.9. The Website may contain links to Internet websites (hyperlinks, banners) and other Content owned by third parties. The Website Administration shall not be liable for any information posted on websites of third parties to which the User has gained access via the Website.

9. PRODUCT RETURN AND PAYMENT RULES AND PROCEDURE

9.1. The rules on return of Products sold by the Trade Partner, as well as the rules on refund of payments made by the Buyer shall be established by each relevant Trade Partner independently under the applicable law.

9.2. The Buyer shall be entitled to reject the Product at any time prior to its transfer, and upon the transfer of the Product – within the period established by the applicable law.

9.3. The Product of good quality may be returned if marketable condition and consumer properties thereof, as well as the document confirming the fact and conditions of purchase thereof are preserved unless otherwise is set by the applicable law.

9.4. Unless otherwise is set by the applicable law, the Buyer shall not be entitled to reject the Product of good quality if the Product:

- has specific properties;
- can only be used by the Buyer acquiring it.

9.5. The Products the list of which is established by the law applicable to the sales contract shall not be subject to return.

9.6. Should the Buyer intend to return the Product of good quality not referred to the Products specified in Cl. 9.4 and Cl. 9.5. hereof, within up to three (3) calendar days inclusive upon receipt of the Product, the User shall send a scanned application for refund to the e-mail address of the Website Administration specified in section 14 hereof, and in these legal relations the Website Administration shall act as an agent of the Trade Partner. The original application for refund shall be attached to the returned Product. Delivery of the Product from the Buyer to the Trade Partner when the Product is returned to the Trade Partner shall be paid by the Buyer. The application for return of the Product of good quality shall contain the reliable Data: full name of the Buyer, his/her passport data (number, passport series, date of issue and issuing authority), place of residence of the Buyer, TIN of the Buyer (if any), name of the bank, BIC code of the bank, correspondent account of the bank, account number of the Buyer. The refund period for the returned Product shall be up to ten (10) calendar days of receipt of the returned Product by the Trade Partner.

Should the User intend to return the Product of good quality not referred to the Products specified in Cl. 9.4 and Cl. 9.5. hereof, within the period of four (4) – seven (7) calendar days of receipt of the Order, the User shall apply to the Trade Partner in the Marketplace of which the Product was purchased.

Should the Buyer return the Product of good quality not referred to the Products specified in Cl. 9.4. and Cl. 9.5. hereof, the delivery of the Product returned from the Buyer to the Trade Partner shall be paid by the Buyer. In this case, the price of the Product paid by the Buyer when purchasing the Product shall be refunded to the Buyer, in accordance with the application for return of the Product, deducting the price of delivery of the Product returned to the Trade Partner from the Buyer from the amount returning to the Buyer.

9.7. The Website Administration shall be obliged to refund the amount of the advance payment for the Product received from the Buyer in cases and according to the procedure prescribed by the applicable law.

9.8. Should the Buyer fail to pick up the Product from the pickup point within the period specified in the “Delivery” section on the Website, the Product shall be returned to the Trade Partner from the pickup point. The Buyer shall pay for delivery of the returned Product from the pickup point to the Trade Partner unless otherwise is provided by the applicable law or the contract. If the Buyer has paid for the Product before receiving it from the pickup point, the Buyer may contact the Website Administration with an application for refund in compliance with the conditions specified in Cl. 9.6 hereof.

10. INTELLECTUAL PROPERTY

10.1. Any use of the Website name (both in full, and partially, including its Web Services, and its design elements) without the prior written consent of the Website Administration is prohibited.

10.2. The use of materials posted on the Website, their reproduction and distribution by any means, including on the Internet, public display, making available to the public, copying (full or partial), alteration are PROHIBITED unless the Website Administration directly, explicitly and unambiguously expressed preliminary written consent to such use by means determined in that written consent.

10.3. To obtain consent to the use of works posted on the Website, it is necessary to contact the Website Administration via the feedback form in the Personal Account or send a letter to the e-mail address of the Website Administration specified in section 14 hereof.

10.4. The violators of intellectual rights are subject to be held accountable for violation of intellectual rights (both the exclusive rights, and personal non-property rights) both by the Website Administration, and any other persons, whose rights would be violated (including judicially).

11. SETTLEMENT OF DISPUTES, PROCEDURE FOR CONSIDERATION OF CLAIMS

11.1. The Website Administration shall make all efforts to prevent violations of anyone's rights on the Website.

11.2. Should the User or a person believe that the Website Administration has violated his/her rights in any way, that person may contact the Website Administration by sending his/her claim either to the e-mail of the Website Administration specified in section 14 of the General Rules or via the feedback form in the Personal Account to settle the conflict through the pre-trial process.

11.3. The claim shall be sent in a scanned form with a signature of either the person who believes that his/her rights have been violated, or his/her attorney-in-fact to the e-mail address of the Website Administration specified in section 14 of the General Rules.

11.4. In order to make it possible for the Website Administration to review the substance of the claim received and send the answer thereto, the claim sent shall include the following information:

- information on the person, who believes that his/her rights have been violated, for which reason he/she lays a claim (full name, passport details, place of residence);
- should the claim be signed by a representative of the person who believes that his/her rights have been violated, the claim shall include information on such a person and on the representative of such a person (full name, passport details, place of residence), as well as a scanned copy of the document confirming the powers of the representative);
- which rights have been violated and in what exact way the rights have been violated;
- exactly what kind of actions of the Website Administration constituted a violation of the rights;
- page of the Website on which, in the opinion of the claimant, his/her rights are violated;
- contact details for communication either with the person who believes that his/her rights have been violated, and/or his/her representative (postal address, telephone number, e-mail address, Skype name, if any, etc.);
- other data of the person believing that his/her rights are violated, which are necessary to review the substance of the claim (for example, bank account details of that person and/or bank card details of that person if the claim is related to refund);

- other data (at User's option);
- date and signature of the claimant or his/her representative.

11.5. The Website Administration shall notify the claimant in writing of the results of the claim consideration within thirty (30) calendar days of receipt of the claim.

11.6. The settlement of User's claim to the Trade Partner or Trade Partner's claim to the User if that claim emerges in view of the execution of the sales contract for the Product concluded shall not relate to the Website Administration competence. The User and the Trade Partner settle those claims on their own without Website Administration involvement.

12. VIOLATION OF THE TERMS AND CONDITIONS HEREOF

12.1. Provided that it does not contradict the applicable law, the Website Administration shall be entitled to disclose any information collected about the User of this Website if the disclosure is required due to the investigation or complaint regarding the unauthorized use of the Website or to establish identity of (identify) the User who may violate the rights or unlawfully interfere with the activities of the Website Administration, the Trade Partner, other Users or the third parties.

12.2. The Website Administration shall be entitled to disclose any information about the User which it deems necessary to be disclosed to comply with the provisions of the applicable law or court decisions, to ensure compliance with the terms of this User Agreement and Other Rules, to protect rights and/or security of the Website Administration, the Trade Partners, other Users and the third parties.

12.3. The Website Administration shall be entitled to terminate and/or block the User's access to the Website without prior notice to the User if the User has violated the terms regulating the Website use which are set forth in the applicable law, or in the User Agreement, or in Other Rules as well as in the event of termination of the Website functioning for any reason (for example, due to a technical failure or any other nonstandard situation). At the same time, the obligations under the sales contract for the Product concluded between the User and the Trade Partner shall be fulfilled.

13. FINAL PROVISIONS

13.1. The present User Agreement shall come into force upon its posting on the Website and shall be valid until its withdrawal by the Website Administration unless otherwise is set by the Website Administration.

13.2. The terms and conditions hereof may be unilaterally amended and/or supplemented by the Website Administration at any time at its own discretion, without specifying the reasons and without obtaining someone's consent, as well as without any special notice to the User. The User Agreement amended and/or supplemented in such a way shall enter into force immediately unless otherwise specified by the Website Administration. The Website Administration strongly recommends that the Users fulfill their obligation (Cl. 4.2. of this User Agreement) on regular check of the current terms and conditions of this User Agreement and Other Rules for the purpose of timely familiarization with the amendments and/or additions made thereto. Continued use of the Website by the User after introducing amendments and/or additions to this User Agreement or Other Rules shall constitute the User's full and unconditional acceptance of and consent to (acceptance) such amendments and/or additions made thereto.

13.3. Should for whatever reason any term or several terms of this User Agreement or Other Rules be invalid, or unenforceable, or inapplicable, the validity or force of other terms of this User Agreement or Other Rules shall remain unaffected.

13.4. Any use of the Website by the User, including the Web Service, the Personal Account, shall mean the full and unconditional acceptance by the User of the terms and conditions of this Agreement and Other Rules. The terms and conditions of this User Agreement and Other Rules shall cover the whole period of the actual relations between the User and the Website Administration. Should the User not consent to observe the terms and conditions of this User Agreement and/or Other Rules, the User shall be entitled, at any stage of the relations with the Website Administration, to refuse to fulfill them by completely ceasing to use the Website and all the Web Services of the Website functioning therethrough.

13.5. The Website and its Web Services may be periodically unavailable, in part or in full, due to preventive or other works, or for any other technical reasons, but not more than twenty-four (24) hours without a break. The Website Administration shall be entitled to carry out the necessary preventive or other works at any time at its own discretion, with or without prior notice to the Users.

13.6. When deciding which law shall be applicable to the legal relations involving the User, it is necessary to be guided by the following:

13.6.1. When the User is registering on the Website, the legal relations between the User and the Website Administration shall be governed by the law of the location of the relative Website Administration.

13.6.2. When concluding a sales contract for the Product, the legal relations between the Buyer and the Trade Partner shall be governed by the law of the location of such Trade Partner.

13.6.3. When applying Cl. 13.6.1. and Cl. 13.6.2. hereof, it is necessary to be guided by the following:

- located on the territory of the Russian Federation, the User, performing the Registration on the Website, concludes the User Agreement with the Website Administration – Eurasian Financial Community LLC (abbreviated name – EAFC LLC), a legal entity incorporated under the legislation of the Russian Federation (INN 7801282960, OGRN 1157847212170), located at the address: 22A Zvenigorodskaya Street, office 051, 191119, Saint Petersburg; e-mail: office@wellmax.eu ;

- located on the territory of the Republic of Kazakhstan, the User, performing the Registration on the Website, concludes the User Agreement with the Website Administration – WellMax Kazakhstan LLP, a legal entity incorporated under the legislation of the Republic of Kazakhstan (BIN 150340010512), located at the address: 50 Nazarbaeva Street, offices 808 and 831, 050004, Almaty; e-mail: wellmaxkazakhstan@mail.ru.

- located on the territory of the Kyrgyz Republic, the User, performing the Registration on the Website, concludes the User Agreement with the Website Administration – Wellmax KG LLC, a legal entity incorporated under the legislation of the Kyrgyz Republic (registration number: 181163-3301-000, INN 02702201910352), located at the address: 108, Toktogula Street, Bishkek, Kyrgyz Republic; e-mail address: Kuttubaeva65@mail.ru;

- located outside the territory of the Russian Federation, outside the territory of the Republic of Kazakhstan, and outside the territory of the Kyrgyz Republic, the User, performing the Registration on the Website, concludes the User Agreement with the Website Administration – Eurasian Financial Community LLC (abbreviated name – EAFC LLC), a legal entity incorporated under the legislation of the Russian Federation (INN

7801282960, OGRN 1157847212170), located at the address: 22A Zvenigorodskaya Street, office 051, 191119, Saint Petersburg; e-mail: office@wellmax.eu.

13.7. Nothing in this User Agreement and Other Rules may be interpreted as a term violating the applicable law.

If any term of this User Agreement or Other Rules contradicts the applicable law, that term shall not be subject to application, but the applicable law shall be applied in the corresponding part. At the same time, other terms of the User Agreement and/or Other Rules shall be applied in that part, in which they do not contradict the applicable law.

14. DETAILS

The Website Administration - as specified in Cl. 13.6. above.

APPENDIX No. 1 TO THE USER AGREEMENT

(as amended on 9 December 2019)

LICENSE AGREEMENT on granting a simple (non-exclusive) license

This document is a public offer agreement (hereinafter referred to as the Agreement and/or Offer) and is posted on wellmax.eu for public access with the aim of providing the User (User) with the right to use the Software under the terms of a simple (non-exclusive) license.

This Agreement is a public offer of the Licensor to the User, containing the essential terms of the agreement on granting the right to use the Software while reserving the Rightholder's right to issue licenses to others (granting a simple (non-exclusive) license).

1. TERMS AND DEFINITIONS

For the purposes of this agreement, the following terms have the following meaning:

1.1. **“Rightholder”**, **“Licensor”** is a legal entity, which is in the ownership of the Software provided according to the License.

1.2. **“Licensee”**, **“User”** is a natural person having reached the age of 14, agreeing to the terms and concluding this Agreement-Offer with the Licensor. Each User is required to have Personal User Account on the Website of the Rightholder's Service to work with the Software.

1.3. **“License”** is a simple (non-exclusive) license that grants the User the right to use the Software for the period specified in this Agreement.

1.4. **“Software”** is the user interface of the Personal Account of the Rightholder's Service that provides the User with additional functionality. All the system software and middleware included in the Service, as well as all fixes, updates, improvements and new versions of the Software, provided on the Service.

1.5. **“Offer Agreement”**, **“Agreement”** is this Agreement for granting a simple (non-exclusive) license to use the Software, concluded through the User's Acceptance of the Offer.

1.6. **“Offer Acceptance”** is the full and unconditional acceptance by the User of the terms of the Agreement by acquiring a License. Activation of the license in the Personal Account, the actual use of the user interface of the Personal Account also imply that the User accepts the terms of the Agreement and are equal to the Acceptance of this Offer.

1.7. **“Personal Account”** is a virtual personal self-service tool, which is part of the Rightholder's Service, providing the User with an opportunity to perform personalized actions.

1.8. **“Service”** is the service posted on the Website, providing the User with the opportunity to use all the functionality included for him/her. The Service includes the interface, Software, and other elements and services necessary for proper functioning. All exclusive rights to the Service (and its elements and services) belong to the Rightholder. None of the provisions of this Agreement can be interpreted as the transfer of exclusive rights to the Service (its individual elements) to the User.

1.9. **“Website”**, **“Website of the Rightholder”** is the Internet resource that provides access to the Licensed Software.

1.10. **“Online Store”** is the Internet resource <https://www.wellmax.eu>, which provides with the opportunity to purchase the License Keys for the Software, as well as the License description and the terms of payment of the license fee.

1.11. **“License Key”** is an activation code that represents a unique set of characters generated by the Rightholder-Software developer and used to identify Users who have legal access to the user interface of the Personal Account of the Rightholder's Service (Software). One license key provides one License for the right to use the Software.

1.12. **“License Fee”** is a one-time payment for providing one License Key that allows the User to access the user interface of the Personal Account of the Rightholder's Service under the terms of a simple (non-exclusive) license.

1.13. **“Order”** is the User's request, issued in the prescribed manner, for the purchase and delivery of the License Key.

1.14. **“Payment Method”** is a method by which the User is to pay the License Fee.

1.15. **“Payment Method Operator”** is the third-party payment system chosen by the Online Store, which provides the opportunity of paying the License Fee and accepting payments from the User. The Payment Method Operator is not a party to this Agreement.

1.16. **“Delivery Service”** is a third party, chosen by the Licensor, that delivers the License Key to the User and is not a party to this Agreement.

2. SUBJECT MATTER OF THE AGREEMENT

2.1. In accordance with this Agreement, the Rightholder grants (provides) the User with the right to use the Software under a simple (non-exclusive) license, and the User acquires the right for a fee to use the Software in the manner and under the terms and conditions established by this Agreement.

2.2. The Rightholder guarantees to be the legal owner of the exclusive rights to the Software, including the rights to distribute the License Keys via the Online Store.

2.3. The Licensor guarantees to be the legal owner of the rights to use the Software, including the rights to provide Software sublicenses to the Users.

2.4. The User confirms that he/she has all the necessary rights, consents, authorizations to purchase and use the Software.

2.5. All terms and conditions specified below apply both to access to the Software as a whole and to all of its components separately. The Software shall be used in accordance with the terms of this Agreement and all applicable copyright and intellectual property laws. Unless otherwise expressly stated in this Agreement, the Licensor reserves all relevant rights, interests and remedies.

2.6. The User has the right to use the Software throughout the entire territory of the country where the User is located. The use of the Software outside the territory of the country where the User is located is permitted, however, the Licensor has the right to make a request to the User for specifying the country in which the User is using the Service.

2.7. The term for granting the right to use the Software is set for the entire period of validity of a simple (non-exclusive) license. The License Key granting the right to use the Software is valid for the period of the License.

3. PROCEDURE FOR PROVIDING LICENSE

3.1. The amount of the fee (License Fee) and the period for providing a simple (non-exclusive) license are determined by the Rightholder unilaterally and indicated in the relevant sections of the Website of the Rightholder, and the Online Store. In certain cases, the payment method operator may charge an additional fee to the fee set by the Licensor. The User understands and hereby agrees that when making payment using some payment methods, the total fee for the provision of a License may differ from the amount of the License Fee established by the Licensor.

3.2. The fee specified by the Rightholder in the Online Store may be denominated in two or more currencies. The User understands and hereby agrees that in case of paying by means of some payment methods, the operator of such methods may apply a currency exchange rate other than that used by the Licensor. As a result, the amount offered to the User for payment may be different from the amount indicated by the Licensor.

3.3. The provision of the License to the User is carried out only if the User makes the corresponding payment in full. The Rightholder has the right not to grant the User the right to use the Software prior to receiving confirmation of the payment made in full.

3.4. Providing the User with a License to use the Software implies the provision of the License Key. The provision of the License Key is carried out in a manner that is available for selection in the Online Store when placing the Order.

3.5. The Rightholder is considered to have fulfilled the obligation to provide the License Key, and the User is considered to have accepted the License Key properly after the License Key is sent by one of the following means:

3.5.1. sending the License Key via e-mail to the e-mail address specified by the User, or otherwise available when placing the Order electronically.

3.5.2. the delivery of the License Key on a tangible medium using the Delivery Service if this delivery method is provided by the Rightholder. The Licensor is considered to have fulfilled the obligation to properly provide the License Key from the moment of the actual transfer of the tangible medium to the Delivery Service specialists. The risk of accidental loss of the tangible medium or the occurrence of other adverse consequences is assigned to the User from the moment of actual transfer of the tangible medium containing the License Key to the Delivery Service specialists and signing of delivery documents to be sent by the Licensor.

3.6. In case of incorrect indication of the amount of the License Fee for the provision of the License, the Rightholder informs the Licensee and the User about the case for them to confirm the Order in accordance with the modified License Fee. If it is impossible to communicate with the User, this Order is considered cancelled. If the Order has been paid for, the Rightholder shall refund the User the amount paid for the Order in the same manner in which it was paid.

3.7. The amount of the License Fee may be changed unilaterally by the Rightholder. In doing so, the amount of the License Fee for Orders already made by the User is not subject to change.

4. ORDER REGISTRATION AND PAYMENT

4.1. The User makes a request to purchase a License by selecting the appropriate offer and placing an order in the Online Store.

4.2. Payments are made by the User by transferring funds to the Rightholder via the Payment Methods supported by them. The list of available payment methods is determined by the Online Store unilaterally and specified in the Online Store or in a different manner.

4.3. The total cost of the Order is based on the sum of the cost of all ordered License Keys. The delivery cost is included in the total amount of the Order.

4.4. When making payments, the User undertakes to follow the instructions of the relevant Payment Methods and the payment rules established by the Online Store. The Software License is granted to the User only in case of the correct execution of payment instructions and compliance with the payment rules. The Licensor is not responsible for the rejection of the User's payment as determined by the Payment Method Operator or as a result of the operator's error.

4.5. The User undertakes to provide valid data when making payments. The User independently bears all the risks of negative consequences associated with indicating incorrect data when making a payment.

4.6. For the purposes of this agreement, the payment is deemed to be made properly in case the funds are properly received by the Online Store or when the Payment Method Operator provides the information to the Online Store on the proper conduct of the transaction and debiting funds from the account owned by the User.

4.7. In case when the User is not provided with the License Key (License) for the access to the Software after making the payment, due to a technical error, the User shall immediately inform the Licensor or the Online Store Administration. In this case, the Licensor shall make all necessary efforts to provide the User with the License to use the Software according to the amount paid by the User.

4.8. For any information on the rules and procedures for using payment methods, the User shall contact the Operators of the payment methods chosen by him/her directly. The User hereby understands and agrees that regarding the return of funds paid by the User by mistake or in violation of the rules of payment methods or legislation, the User must contact the Operator of the relevant payment method directly.

4.9. The User hereby confirms to have the right to use the payment methods chosen by him/her, without violating the rights of third parties and the laws of the country where the payment is made.

4.10. The User undertakes to compensate the Licensor and other third parties all the losses incurred due to the User's misconduct, including the unrightful use of funds.

5. TERMS OF USE AND PROCEDURE

5.1. Subject to the fulfillment of this Agreement by the User, the User is granted a simple (non-exclusive) license to use the Software using a personal computer, mobile phone or any other device with access to the Internet to the extent and in the manner established by the Agreement.

5.2. The validity period of the right (License) granted for the use of the Software is calculated from the moment of issuing and submitting the License Key in case of proper payment.

5.3. The validity period of the License Key is calculated from the moment of its activation in the corresponding section of the Personal Account of the Rightholder's Service. Upon expiration of the License Key, the right to use (the License) the Software is terminated.

5.4. The procedure for using the License Key:

5.4.1. After gaining access to the Personal Account, the User has the right to use the provided non-activated License Keys as it deems appropriate, including their independent activation in order to extend the right to use the Software or transfer them to other Users.

5.4.2. The License Key is activated by entering it into the appropriate field in the Personal Account of the Rightholder's Service.

5.4.3. Each License Key is unique, so its activation is possible only once. Repeated or each subsequent activation of one License Key is impossible, and any attempts are illegal and constitute an infringement of the intellectual property of the Rightholder.

5.5. The Software is provided by the Licensor in the AS IS manner, without the Licensor's warranty or any obligation to fix, maintain or improve it.

5.6. Access to the Service:

5.6.1. Access to the Service is subject to its operation. The User agrees that by purchasing the License Key, access to the Service can be provided from the moment the Service is

ready. The Licensor further informs the User of the readiness of the Service by notification on the Service Website or in any other way.

5.6.2. By using the Service, the User confirms his or her consent to comply with the terms of this Agreement.

5.6.3. The Licensor may at any time unilaterally restrict, expand, supplement, modify and change otherwise the Service, any of its elements and parts, and make changes to the documents without prior notice to the User.

5.6.4. Modification of the Service and its elements can be carried out by creating and installing new parts of the software. Their goal may be, for example, to improve or change the working functionality, or add new data and commands to the Service, which may lead to the termination or suspension of the rights to use certain functioning elements.

5.6.5. The Licensor has the right to suspend the work of the Service at any time for the duration of the technical works on improving the Service, fixing and eliminating the system failures.

5.6.6. The User understands and hereby acknowledges that these actions are an integral part of the process of creating and operating the Service, and also gives consent to the Licensor for performing them without prior notice to the User. These actions of the Licensor are not a violation of the provision of access to the Service and do not entail a violation of the provisions of this Agreement.

5.7. In accordance with the terms of the Agreement, the Licensor grants the User the right to use the Software in the following ways:

5.7.1. The User has the right to use the installed Software, including by the implementation of its functionality accessible to the User, inter alia, through playing it on the monitor (screen) of the relevant technical means of the User.

5.7.2. Perform other actions necessary for the operation of the Software on the User's hardware in a form and manner that do not contradict the usual use of computer programs, do not violate or affect the rights and interests of the developers of the Software and the Rightholder.

5.8. The Software License granted (Right to Use) is non-refundable.

5.9. The clauses of Section 5 are applied in case unless otherwise is set forth in License description published in the Online Store.

6. RESTRICTIONS

6.1. The User may not take the following actions when using the Software, as well as any of its component parts:

6.1.1. Modify or otherwise process the Software, including translation into other languages;

6.1.2. Decompile, copy, distribute or rework materials and information from the Software, disassemble, decrypt, and perform other actions (including sublicensing, publishing, supplementing, adapting, or translating) with the object code of the Software, except when necessary and caused by the implementation of the functionality specifically available to the User;

6.1.3. The User has no right to carry out engineering analysis of the Service, create derivative works based on it, or in any other way attempt to recreate the source code of the software from its object code;

6.1.4. Violate the integrity of the protective system or carry out any actions aimed at circumventing, removing or deactivating technical protective equipment; use any software codes designed to distort, delete, damage, simulate, or violate the integrity of the Software, transmitted information or protocols;

- 6.1.5. The User also may not use unauthorized, illegal, fake or modified equipment, software in combination with the software of the Service;
- 6.1.6. In any way try to circumvent or disable any encryption, authentication and security mechanisms of the Service;
- 6.1.7. Violate the current laws or the rights of the Licensor or third parties in connection with the use of the Service's software;
- 6.1.8. Use any equipment or software to ensure the operation of the Service Software in conjunction with unauthorized, illegal or pirated software or equipment;
- 6.1.9. Acquire licenses for the system software of the Service in any way other than the distribution methods permitted by the Licensor;
- 6.1.10. Use the Service software in any way other than within the Service itself and in conjunction with authorized software and hardware, including using the Service Software to develop, update or distribute unauthorized software or equipment intended for use in conjunction with the Service system. These restrictions apply to the maximum extent permitted by applicable law.
- 6.2. Any rights not expressly granted to the User in accordance with this Agreement are reserved by the Rightholder.
- 6.3. The Rightholder retains the right to use the Intellectual Property Object to the extent that the right to use it is granted to the User.

7. LIABILITY

- 7.1. For non-fulfillment or improper fulfillment of the terms of this Agreement, the Parties shall be liable in accordance with the current legislation of the country of the Licensor's presence.
- 7.2. The Licensor is not liable for the content and operation of external websites, i.e. websites located on third-party domains to the Website.
- 7.3. The Licensor assumes no liability for the compliance of the Software with the purposes of its use by the User.
- 7.4. The Licensor is not responsible for technical interruptions in the operation of equipment and software. However, the Licensor undertakes to take all reasonable measures to prevent such interruptions.
- 7.5. The Licensor is not liable for damage caused to the User due to improper implementation, delivery, or transfer of the activated License Key under the guise of not activated from one User to another one.
- 7.6. Unless otherwise provided by this Agreement or applicable law, the Licensor reserves the right to unilaterally suspend or completely terminate this Agreement for any reason, including the case when the Licensor has reason to suspect the User of committing illegal actions, including those associated with the payment of the license fee. In doing so, the Licensor is not obliged to pay such User any compensation, including reimbursement of the money spent, unless otherwise provided by this Agreement or applicable law.
- 7.7. If the Licensor has reason to believe that the User commits illegal actions related to the payment of the license fee, the Licensor has the right to transfer the relevant information to law enforcement agencies to conduct an inspection.
- 7.8. The Licensor is not liable for any actions of the User related to the use of the provided License rights; for damage of any kind incurred by the User due to the loss and/or disclosure of his/her personal data.

7.9. The Licensor is not liable and does not indemnify the User's losses caused by violations and/or errors in the operation of the Software arising from illegal actions of the User or third parties.

7.10. If a third party makes a claim to the Licensor of the violation by the User of the Agreement or current legislation, the violation of the rights of third parties by the User (including intellectual property rights), the User undertakes to compensate the Licensor all the costs and losses, including paying any compensation and other costs associated with such a claim.

8. PERSONAL DATA AND PRIVACY POLICY

8.1. To comply with the terms of the Agreement, the User agrees to provide and agrees to the processing of personal data on the conditions and for the purposes of proper execution of the Agreement. "Personal data" refers to personal information that the User provides about himself/herself for making an acceptance.

8.2. The Licensor guarantees confidentiality of the User's personal data and provides access to personal data only to those employees who need this information in order to fulfill the terms of the Agreement, ensuring that the specified persons respect the confidentiality of personal data and the security of personal data during their processing. The Licensor also undertakes to maintain the confidentiality of all information received from Users, regardless of the content of such information and the methods for obtaining it.

8.3. The Licensor receives information on the IP address of the User as a visitor of the Website. The Online Store receives information on the IP address of the User as a visitor of the Online Store. This information is not used to identify the User's personality as a visitor to the specified resources.

8.4. The Licensor is not responsible for the information provided by the User on the Website and in the Online Store in a publicly accessible form.

8.5. The Licensor and the Online Store have the right to use the "cookies" (technology that allows the web server to send service information to the user's computer and store it in a browser). By this Agreement, the User consents to collecting, analysis and use of cookies, including by third parties for the purposes of generating statistics and optimizing advertising messages.

8.6. The policy regarding processing of personal data, the Rules of processing personal data are set forth in the relevant sections of the Rightholder's Website and the Online Store.

8.7. By accepting this Agreement, the User consents to the Policy regarding processing of personal data and the Rules of processing personal data.

9. SETTLEMENT OF DISPUTES

9.1. Any cases unsettled by this Agreement shall be governed by the Licensor's laws.

9.2. In case of any questions and claims on the part of the User regarding the License provided by the Licensor, the User has the right to declare them in writing by sending a letter or complaint to the address of the Licensor's location.

9.3. The Parties shall take all measures to settle the disputes and disagreements, which may arise during the performance of obligations, through negotiations.

9.4. The claim procedure for pre-trial settlement of disputes arising from this Agreement is binding on the Parties.

9.5. The claim letters are sent by the Parties by hand or by registered mail to the address of the Party with the acknowledgement of receipt.

10. ENTIRE AGREEMENT

10.1. This agreement (including the hard copy license terms or other terms that may accompany additional components, updates and services for the Software, provided by the Rightholder), as well as the terms that are incorporated into this agreement by web links, constitute the entire agreement for the Software and such additional components, updates and Internet services (except in cases when the Rightholder provides other conditions with such additional components, upgrades, and services).

10.2. The User undertakes to read the conditions, including those indicated by links, before using the software or services.

10.3. By using the Software and services, the User agrees to this agreement and the associated terms and conditions. This agreement also contains informational links, reviewing and acceptance of which is a prerequisite for the use of the Software.

11. FINAL PROVISIONS

11.1. The meaning of the terms and definitions specified in this Agreement does not change depending on their use in the text of the Agreement in the singular or plural forms.

11.2. All text information and graphic images posted on the Website and in the Online Store are the property of the Licensor, or of third parties that post this information by agreement with the Licensor.

11.3. The use of such information and/or images by any third parties without the consent of the Licensor is a violation of the rights of the Licensor and may entail liability under applicable law.

11.4. The Licensor reserves the right to suspend the operation of the Website, and the Online Store for preventive maintenance or other works for any other technical reasons (at night or on weekends, if possible). The Licensor has the right to carry out any necessary preventive maintenance or other works with or without prior notice to the Users.

11.5. The invalidity of any provision of this Agreement (Offer) does not entail the invalidity of the remaining provisions.

11.6. This Agreement may be amended unilaterally. The changes shall come into force from the moment of publication of the modified version of the Agreement.

11.7. The use of the Service, or authorization in the Personal Account of the Service after the changes come into force imply that the User agrees to such changes. The User shall not be released from the obligations provided for in this Agreement, subject to the changes made to it, even if the User has not reviewed the information on the changes in the Agreement.

11.8. Disagreement of the User with changes to the Agreement. The User may not use the Service in case of disagreement with the changes made to the Agreement. In this case, the User may refuse to use the Service. If the User has not expressed a desire to stop using the Service, the User is deemed to have accepted the terms of this Agreement subject to the changes made to it.

11.9. The Licensor may at any time terminate this Agreement unilaterally with the termination of the possibility to use the Service in the event of its closure. In doing so, the Licensor shall not pay any compensation and, among other things, does not refund the User the monetary equivalent of any functional privileges.

11.10. The Licensor may at any time terminate this Agreement unilaterally in the event of any, including one-time, violation by the User of the terms of this Agreement, conditions for using the Service, violations of the User Agreement and other mandatory documents, as well

as conditions for using other products of the Licensor. In this case, the Licensor shall not make any refunds to the User and shall not pay damages.

11.11. The User has the right to terminate this Agreement at any time unilaterally, while retaining the obligations and liability of the User that have arisen prior to the termination of the use. In this case, all the used data and commands associated with the account in the Personal Account can be deleted by the Licensor without the right to restore. The Licensor is also not obliged to pay any compensation to the User.

11.12. This Agreement is governed by and construed in accordance with the Licensor's laws. Any matter not regulated by this Agreement shall be settled in accordance with the Licensor's laws. All possible disputes arising from relations governed by this Agreement shall be resolved in the manner prescribed by the Licensor's laws.

11.13. The detailed description and period of validity of License, method for obtaining and activating the License Key, and the amount of the License Fee are available to the User at the moment of placing the Order in the Online Store and have prevailing meaning over the clauses of section 5 of this Agreement.

11.14. The User guarantees that all the conditions of the License Agreement (public Offer) are clear and accepted by him/her without reservations and in full.

APPENDIX No. 2 TO THE USER AGREEMENT

GENERAL RULES FOR PROVIDING THE SERVICES

(as amended on 9 December 2019)

These General Rules for Providing the Services (hereinafter referred to as the “**General Rules**”) govern the use of the Website with the domain name wellmax.eu by the Users and conclusion of the contracts for Services with the Trade Partners by means of the Website.

By using the Website and its Web Services, the Internet User thereby accepts and agrees to the terms of these General Rules, Other Rules and the applicable law.

The Website Administration asks to carefully read the General Rules, Other Rules and the applicable law.

1. GENERAL DEFINITIONS

1.1. Website Administration shall mean as stated in Cl. 13.6. hereof.

1.2. Website shall mean a website hosted on the Internet under the domain name wellmax.eu, containing information on the Services provided by the Trade Partners, allowing the User to search, view information on the Services offered to the Users by the Trade Partners, make an Order for that Service and pay for this Service.

1.3. Marketplace shall mean the virtual space of the Website for the formation of legal relations between the Trade Partner and the User regarding the providing the User with the Service by the Trade Partner. Marketplace is a part of the Website; it contains information on the Services of the Trade Partner, including their description, terms of providing them, as well as other information that is essential for the conclusion and execution of the contract for Services. The Marketplace serves to provide the Users with the opportunity to get information on the Services provided by the Trade Partners, compare their offers, Price and other terms of providing the Services as well as enables the User and the Trade Partner to conclude a contract for Services.

1.4. Website Content shall mean the protected results of intellectual activity, including texts of works, their titles, prefaces, annotations, articles, illustrations, covers, musical works with or without text, audiovisual, graphic, text, photographic, derivative, composite and other works, user interfaces, visual interfaces, trademark names, logos, computer programs, databases, as well as design, structure, selection, coordination, appearance, common style and location of a given Website Content being a part of the Website and other intellectual property items, collectively and/or individually, contained on the Website.

1.5. General Rules for Providing the Services (hereinafter referred to as the “**General Rules**”) shall mean this document with all amendments and additions posted on the Internet at https://wellmax.eu/assets/site/docs/ru/user_agreement.pdf.

1.6. User shall mean an individual having and exercising legitimate access to the Website and its Web Services via the Internet, as well as having sufficient rights to make transactions on the Website (including possessing legal capacity to the extent required for the relevant transaction), and not restricted by the applicable law (including possessing legal capacity to the extent required) in the manner that would prevent such an individual from making the relevant transaction on the Website lawfully.

1.7. Buyer shall mean a User who concluded the contract for Services with the Trade Partner using the General Rules, and other documents posted on the Website (including the Privacy Policy and the Agency Agreement-Offer) as well as the applicable law.

1.8. Trade Partner shall mean an individual, a self-employed person (self-employed), an individual entrepreneur, another subject of entrepreneurial activity or a legal entity registered in accordance with the applicable law, the Service Advertisements of whom/which are posted on the Website in the Marketplace and the Services of whom/which can be purchased on the Website.

1.9. Advertisement shall mean a message addressed to an indefinite set of individuals containing an offer to provide them with the Services (including contact information, photographs and any related information) posted on the Website.

1.10. Registration on the Website shall mean a set of the User's actions that comply with the instructions hereof, including the provision of Account Data and other information using the special form of the user interface of the Website in order to create a Personal Account and gain access to certain Web Services of the Website.

1.11. Account Data shall mean a unique login and password created by the User independently during the Registration on the Website, or further modified by the User through the Personal Account, that are used to access the Personal Account.

1.12. Registration Data shall mean the User's data independently entered by the User during the Registration on the Website and filling in the profile of the Personal Account. Registration Data are stored in the database of the Website Administration and are to be used exclusively in accordance with these General Rules and applicable law.

1.13. Personal Account shall mean a closed part of the Website, which constitutes a set of guard pages on the Website created when the Personal Account is activated and containing the User's data on the Website, in which the Web Services provided on the Website are available to the User.

1.14. Price shall mean the price of the providing the Service established by the Trade Partner in the Advertisement.

1.15. Data shall mean any materials and information provided by the User in relation to the use of the Website.

1.16. Order shall mean the User's request properly submitted on the Website for the purpose of concluding the contract for Services to the User between the User and the Trade Partner.

1.17. Web Services shall mean web services available on the Website allowing the User to use all the functionality provided for him/her hereunder. The Web Services include (1) an interface, software, and other elements required for proper operation. Nothing contained herein shall be interpreted as the transfer of the exclusive rights to the Web Services (or to individual parts of the Web Service) to the User; (2) features (tools, algorithms, methods) provided by the Website and allowing the User to search and view information related to the Services, as well as any other features and functions available on the Website.

1.18. Content shall mean any information in any form (including text, photographs, graphic images, audiovisual works) posted, reproduced, communicated to the public or individually to the User on the Website.

1.19. Services shall mean services (including tickets, certificates and other documents in paper, electronic or other form confirming the right to receive services), as well as Coupons information whereof is posted by the Trade Partner on the Website in order to sell them to the User via the Internet in the manner and under the terms established by these General Rules, Other Rules and the applicable law.

1.20. Website Administration Services shall mean services provided by the Website Administration to the User (including by means of the Website), according to these General Rules, Other Rules and the applicable law.

1.21. Event shall mean an event organized by the Trade Partner for an indefinitely wide range of Buyers (conferences, trainings, master classes, etc.).

1.22. Coupon for the Event (hereinafter referred to as the “**Coupon**”) shall mean a document (in paper, electronic or other form) or a record containing a barcode or other means of identifying such a document or document holder where such document or record certifies the right of the holder thereof to attend the Event. The rules applicable to the Services hereunder shall also apply to the Coupons to the extent consistent with the applicable law, the General Rules, Other Rules and the legal nature of the Coupon.

1.23. Other Rules shall mean any documents posted on the Website (apart from the General Rules) regulating both the Website operation (its functioning), and the use of the Website, the terms and conditions of which in the corresponding part are compulsory to be complied with by the User, the Trade Partner and/or the Website Administration (in particular, the User Agreement and all the appendices thereto https://wellmax.eu/assets/site/docs/ru/user_agreement.pdf, the Privacy Policy https://wellmax.eu/assets/site/docs/ru/privacy_policy.pdf, and the Agency Agreement-Offer https://wellmax.eu/assets/site/docs/ru/agency_agreement.pdf).

2. SCOPE OF THE GENERAL RULES

2.1. These General Rules shall govern:

- legal relations between the Website Administration and the Users for the use of the Website and its Web Services, as well as the materials placed thereon;
- legal relations between the User and the Trade Partner for the conclusion of the contracts for Services between them and by them and execution of these contractual terms by them on the Website.

2.2. Under these General Rules, the Website Administration shall render the User the Website Administration Services on the provision of the Website technical capabilities for free use, namely:

- access to the Website and its Content;
- search for Services on the Website;
- Registration on the Website;
- access to the User’s Personal Account;
- opportunity to make an Order for the Trade Partner’s Services on the Website;
- opportunity to pay for the Trade Partner’s Service on the Website.

2.3. The use of the Website and its Web Services (including the Order for the Service by the User on the Website, and any his/her other actions related to concluding the contract for Services and execution of those contractual terms) shall be governed by the applicable law, these General Rules and Other Rules.

2.4. The beginning of use of any Web Services and other features of the Website (including Registration on the Website) shall be deemed to be an acceptance of the terms and conditions hereof.

2.5. The User understands and agrees that all Web Services are provided “as is”, “as available”, and that the Website Administration shall not be liable for any delays, Web Services failures, incorrect or late delivery of messages from the User to the Website

Administration and/or from the Website Administration to the User, removal or lack of security of any User personal or other information, unless otherwise provided by the General Rules, Other Rules or the applicable law. At the same time, the Website Administration undertakes to take all reasonable measures to prevent such failures.

2.6. All the Content posted on the Website is covered by the exclusive rights of the Website Administration, Trade Partners and other rightholders. All rights to the Content are protected by the applicable law (including the applicable intellectual property law).

2.7. These General Rules are posted at https://wellmax.eu/assets/site/docs/ru/user_agreement.pdf. The Website may be used in accordance with the conditions established by the General Rules, Other Rules and the applicable law only. The User agrees to stop using the Website in case of disagreement with any terms of these General Rules, Other Rules or in case that an individual does not comply with the User's definition given in Cl. 1.6. hereof.

2.8. By accessing the Website and agreeing thereby with the General Rules, the User assures and guarantees that he/she possesses all the rights and powers (including having legal capacity to the extent required to complete the relevant transaction) necessary to give a consent to complying with the applicable law, the General Rules and Other Rules, execute them and to be able to be liable for their non-compliance.

3. TERMS AND RULES OF REGISTRATION ON THE WEBSITE

3.1. The features of the Website and its Web Services may be used only after the User has completed Registration on the Website and logged in to the Website in accordance with the procedure established by the Website Administration. Registration of the User on the Website shall mean the full and unconditional acceptance by the User of the provisions of these General Rules and Other Rules.

3.2. The User shall register on the Website by completing the registration form at www.wellmax.eu.

3.3. In the course of the Registration on the Website, the User shall specify:

- his/her mobile phone number.

3.4. In the course of the Registration on the Website, the User shall optionally specify:

- his/her name;
- his/her surname;
- his/her patronymic;
- his/her e-mail;
- his/her password (to log in his/her Personal Account via e-mail)
- his/her date of birth.

The User shall be also able to upload the photo to his/her Personal Account.

3.5. When the User registers on the Website and specifies the Registration and Personal Data, the User shall be solely liable for the accuracy, relevance, completeness and compliance with applicable law of the information provided in the course of the Registration on the Website.

3.6. Before the Registration on the Website, the User shall be obliged to familiarize himself/herself with all the documents regulating the work of the Website (including the

General Rules, Other Rules as well as the applicable law). If the User carries out the Registration on the Website, the User thereby confirms that he/she has familiarized himself/herself and agrees with the terms of all the documents governing the Website operation and gives his/her consent to the processing of his/her personal data. Further, upon clicking on the button, by clicking on which the registration is carried out, a text message shall be sent to the mobile phone number specified by the User during the Registration on the Website containing a one-time code. The User enters this code in the field appeared on the Website upon registration, thereby confirming his/her Registration on the Website.

The one-time code is sent to the User whenever he/she logs in his/her account.

The User shall be able to change his/her data in his/her Personal Account entered by him/her upon Registration on the Website (Cl. 3.3. and Cl. 3.4. above) at any time.

3.7. Registration on the Website shall be deemed completed when the User enters the one-time code received by him/her upon the first registration (Cl. 3.6. above).

3.8. For each User registering on the Website, a unique user account and Personal Account are created to access the Web Services of the Website.

3.9. The User who has completed Registration on the Website logs in to the Personal Account by going through authorization, which is entering his/her mobile phone number as well as entering the one-time code, which is sent to the User to his/her mobile phone number specified upon the Registration on the Website.

If desired, the User may log in his/her Personal Account by entering his/her login and password.

Besides, the User shall be able to log in the Personal Account via such social media as VKontakte, Facebook, Google as well as personal account open on www.wmglc.com.

3.10. The Website Administration uses cookies to automatically authorize the User to access the Personal Account, as well as to collect analytics, including the Website traffic.

3.11. The User shall not be entitled to transfer his/her login and/or password to third parties, shall be fully liable for the security of his/her login and password, for their safety independently selecting the method of their storage, as well as for all actions performed using his/her login and password, and for any consequences that could have been caused or were caused by such their use (in particular, the User shall use licensed antivirus programs, use complex alphanumeric combinations when creating a password, do not make computer or other equipment with the User's login and/or password entered thereon available to third parties, etc.).

3.12. The Website Administration shall not be liable for the loss by the User of his/her Registration Data, inter alia due to unlawful actions of third parties.

3.13. If the fact of committing the unlawful actions in regard of the User by the third parties (including in regard of his/her Personal Account) (including if the losses are caused to the User as a result of those unlawful actions) is established, the User shall be entitled to demand the restoration of rights and compensation for losses from those third parties both extrajudicially, and judicially. At the same time, the User shall release the Website Administration from any liability in connection with the fact of committing the unlawful actions mentioned in this Cl. 3.13. by the third parties, in connection with which the Website Administration shall not be liable for both the unlawful actions of the third parties mentioned above, and their consequences (including User's possible losses arisen).

3.14. The Website Administration strongly recommends that, when registering on the Website, the User shall specify all the data mentioned in Cl. 3.4. of the General Rules, and in case of their modification, inform the Website Administration on those modifications without delay.

3.15. Should it be impossible to perform authorization due to the loss of the password, the User shall fill in the Password Recovery form specifying his/her e-mail address or phone number that the User specified during the Registration on the Website. Upon clicking on the "Send" button, a link will be sent to the e-mail address specified by the User, which shall be followed to recover the password, and/or a password will be sent to the phone number specified by the User. Should it be impossible to perform authorization due to the loss of the password, blocking of the Personal Account, or for other reasons, the User shall be entitled to contact the Website Administration by sending an e-mail to the Website Administration's e-mail address specified in section 14 hereof.

3.16. Methods to restore access to the Personal Account and methods of User authorization may be changed, cancelled or supplemented by the Website Administration unilaterally at any time at its own discretion, without specifying the reasons, and obtaining anybody's consent thereto as well as specially notifying the User.

4. RIGHTS AND OBLIGATIONS OF THE USER AND THE WEBSITE ADMINISTRATION

4.1. The User shall be entitled to:

- independently study Advertisements and other materials on individual Trade Partners on the Website and use the information obtained in such a way for his/her own needs;
- share referral links to Trade Partners on social media;
- post the Orders and conclude the contracts for Services under the conditions provided for herein;
- obtain contact information about the Trade Partner in accordance with applicable law;
- contact the Website Administration regarding the use of the Web Services of the Website, as well as send complaints against other Users to the address specified in section 14 hereof for consideration;
- receive letters, mailings, text messages to his/her e-mail address and/or phone number provided during the Registration on the Website;
- edit his/her Personal Account, add and update information on himself/herself.

4.2. The User shall:

- accept unconditionally, without changes and in full, the terms of the General Rules and Other Rules, whereupon independently, on a daily basis, monitor the current edition of the General Rules and Other Rules, the changes and additions made hereto, and in case of disagreement with the current version of the General Rules, Other Rules, or with changes or additions hereto, immediately stop any use of the Website;
- comply with the conditions specified in Cl. 1.6. hereof;
- carefully study information on the Service, its Price and other terms of providing the Service on the Website;
- during the Registration on the Website, provide his/her mobile phone number, thereby giving consent to receive text messages to this number (in particular, information on the Order, advertisements and other messages);
- when using the Website, observe the requirements of the applicable law, the General Rules and Other Rules;
- use the Website in such a way as not to violate the applicable law, the General Rules and Other Rules;
- respect the rights and freedoms of third parties;
- not take any actions that may lead to a disproportionately large load on the Website;

- not copy, reproduce, modify, distribute or submit works and/or information contained on the Website, without obtaining the prior written Website Administration's consent thereto;
- observe the property and non-property rights of authors and other rightholders when using the Website;
- not distribute any information about individuals or legal entities that is confidential and protected by applicable law, using the Website;
- not take any actions that are aimed at disturbance of the normal operation of the Website or its individual Web Services;
- compensate in full losses inflicted to the Trade Partner and/or the Website Administration.

4.3. The Website Administration shall be entitled to:

- unilaterally at any time at its own discretion amend and/or supplement the terms hereof, without specifying the reasons, and obtaining anybody's consent thereto as well as specially notifying the User. The General Rules amended and/or supplemented in such a way shall enter into force immediately after its publication on the Website, unless otherwise specified by the Website Administration;
- moderate and delete the User's feedback and/or comments if the User violates the applicable law, the General Rules or Other Rules;
- temporarily or permanently block the Personal Account of any User if the User repeatedly violates the applicable law, the General Rules and Other Rules (provided that the User has no concluded and outstanding contract for Services in force with the Trade Partner);
- temporarily limit the possibility of placing Orders for the Services in the Personal Account of any User if the User violates the applicable law, the General Rules or Other Rules (including if the User has concluded and outstanding contract for Services in force with the Trade Partner);
- through the Website's Registration form, collect e-mail addresses, telephone numbers of the Users on the Website, which are used only for the purposes set out in the applicable law, the General Rules or Other Rules;
- send newsletters and, according to the Website Administration, other useful information for the Users using the list of e-mail addresses and telephone numbers (text messages) provided by the Users during the Registration on the Website;
- exercise its other legal rights and defend its interests in any legal way.

4.4. It is prohibited to the User to:

- use any devices, programs, procedures, algorithms and methods, automatic devices or equivalent manual processes to access, acquire, copy or track the Website Content;
- bypass the navigation structure of the Website in any way in order to obtain or attempt to obtain any information, documents or materials by any means that are not specifically provided by the Web Services of this Website;
- carry out unauthorized access to the Website features, any other systems or networks related to this Website, as well as to any Website Administration Services;
- violate the security or authentication system on the Website or on any network related to the Website;
- perform a backward search, track or try to track any information about any other User of the Website;

- use the Website and the Website Content for any purpose prohibited by the applicable law, as well as incite to any illegal activity or other activity, which violates the rights of the Website Administration or other persons;
- transfer (communicate) his/her login and/or password used to access the Personal Account to third parties;
- illegally download, store, post, distribute and provide access to or otherwise use the intellectual property of third parties;
- perform illegal collection and processing of personal data of other persons.

4.5. Should the User provide incorrect or incomplete information, or should the Website Administration have grounds to believe that the information provided by the User is incorrect or inaccurate, the Website Administration shall be entitled to unilaterally at any time at its own discretion block, suspend and/or bar the User from using his/her login and password, as well as prohibit the use of the Personal Account, access to the Web Services and other features of the Personal Account, without specifying the reasons, and obtaining anybody's consent thereto.

4.6. Receiving text messages and letters, any other mailing shall be voluntary. When processing the personal data of the User, the Website Administration shall be guided by the applicable law (including, in particular, the law on information, on personal data, on advertising). The User may at any time refuse to receive letters, any other mailings by clicking on the link for unsubscribing, which is available in each received letter. In this case, the User's e-mail address will be automatically removed from the mailing list. To refuse to receive text messages, the User shall send a letter to the Website Administration to the e-mail address wellmax@wellmax.eu. In this case, the phone number of the User will be removed from the text messaging list within five (5) working days starting with the date of receiving the letter mentioned above from the User.

4.7. The Website Administration shall not be liable for the visit, use and consequences of those visits/uses of other websites by the User, the links to which are posted on the Website.

4.8. The Buyer as a party to the contract for Services shall acquire all the rights and obligations in accordance with the applicable law (including the consumer protection laws). At the same time, the parties of these legal relations are the Buyer and the Trade Partner.

4.9. The Buyer shall be entitled to:

- leave feedback and/or comments on the Website, taking into account the requirements provided by section 5 of the General Rules;
- leave feedback and/or comments on and rate the Trade Partner after the Buyer has taken advantage of this Trade Partner's offer;
- receive in the Personal Account, as well as using the details provided, the necessary documentation on completed and placed Orders;
- submit a claim to the Website Administration for the refund of the amount of the advance payment for the Service made by him/her if (1) the Service was not provided to the Buyer in due time, and (2) the Buyer sent a notification to the Trade Partner of the refusal to fulfill the contract for Services due to the breach of the obligation by the Trade Partner to provide the Service in due time;
- reject the Order and annul the contract for Service (including via his/her Personal Account) in cases provided by the applicable law.

4.10. The Buyer shall:

- having selected the Service, for the provision of which the Buyer would like to pay, as well as the method of its payment and other terms of its providing, enter the reliable data in the Order for Service form;

- within seven (7) calendar days of providing the Service, confirm or deny the fact of providing the Service to the Buyer. Should the Buyer fail to confirm or refute the fact of providing the Service to the Buyer within seven (7) calendar days, the Service shall be deemed to be provided to the Buyer in case that the Website Administration has proof of its provision. In this case, the Order shall be assigned the status “Executed” on the Website;
- compensate in full losses caused to the Trade Partner and/or the Website Administration;
- upon request of the Website Administration, provide information and documents necessary for the identification of the Buyer as a person having concluded the contract for Service provided to the Buyer as well as the User (including when the User sends applications, notifications, and other documents to the Website Administration);

4.11. All rights, obligations and restrictions specified in Cl. 4.1, 4.2 and Cl. 4.4.-4.7 hereof shall also be applied to the Buyer.

4.12. The Buyer hereby confirms that he/she is informed of and agrees that if the legal relations between the Buyer and the Trade Partner concerned with the concluding and/or executing the contract for Services are governed by the legislation of the State (see Cl. 13.6 hereof), where in some cases special rules concerning the providing the Services (including, in particular, rules for concluding the contract for Services, rules for providing the Services as well as the terms only under which the Buyer has the right to Order the Services (including the remote Order for Services) are provided, and these special rules provided by the Law of the corresponding state are different from what is set forth in these General Rules, such special rules of the applicable law mentioned above are applied to the relations between the Buyer and the Trade Partner.

5. REQUIREMENTS FOR FEEDBACK AND COMMENTS ON THE WEBSITE

5.1. Feedback and comments shall be left by the User on the Website via the Personal Account and shall be posted on the Website free of charge. At the same time, the Website Administration shall be entitled to remove feedback and/or comment if the feedback and/or comment does not comply with the requirements of the applicable law, the General Rules or Other Rules.

5.2. By posting feedback and/or comments on the Website, the User makes the Data contained therein publicly available and understands that the posted information is posted on the Website publicly available, i.e. it is available for review to the unlimited range of persons in all countries of the world where it is possible to use the Internet and to access the Website. The User understands and assumes all the risks associated with specifying contact information in the Advertisement, including but not limited to: the risk of putting the e-mail address on the lists for sending spam messages, the risk of the e-mail address getting to various fraudsters, the risk of the phone number getting to text messages spammers and/or text messages scammers and other risks arising from such placement of information.

5.3. The User shall be solely liable for the content and form of the feedback and/or comment posted by him/her on the Website. The User shall guarantee that his/her feedback and/or comments contain true Data, and do not violate the applicable law, the General Rules and Other Rules.

5.4. Should the User’s feedback and/or comments be subject to copyright or include it, by posting them, the User authorizes the Website Administration to use them in any manner,

including by reproducing, distributing, translating, public performing, public showing, broadcasting on air and by cable, bringing to public knowledge with no restrictions regarding the territory and period of use.

5.5. It is prohibited to post on the Website feedback and/or comments containing:

- defamation and/or insult;
- false Data;
- obscene information;
- offering and/or advertising of Services, turnover of which is prohibited or restricted by the applicable law;
- private life Data, personal data of third parties, personal and family secrets, another closely guarded secret protected by the applicable law (including state secret, confidential Data;);
- obscene words;
- statements of an extremist nature;
- calls for riots, participation in mass (public) events held in violation of the established procedure;
- links to websites and pages on the Internet, the content of which is contrary to the applicable law;
- spam and trolling.

6. ORDERING AND PAYMENT

6.1. The Service offering in the Advertisement posted by the Trade Partner in the Marketplace shall be an official public offer of the Trade Partner to conclude the contract for Services addressed to the Users.

6.2. The Order for the Service shall be placed by the User independently on the Website via his/her Personal Account. To place an Order, the User shall:

- register and log in to the Website;
- select the Service of interest by clicking on the image of the corresponding Advertisement, and then the button "Buy";
- if necessary, specify the individual Service features (for example, the place of its provision, term of its provision, and other terms the specifying of which is a necessary term to provide the Service);
- click on the "Place an Order" button and fill in the Order Form (specify contact information, address of providing the Service and time of providing the Service, select a payment method, fill in other form fields);
- click on the "Place an Order" button.

The contract for Services between the User and the Trade Partner shall be deemed to be concluded upon clicking on the "Place an Order" button if this term does not contradict the applicable law.

6.3. The User shall be entitled to place an Order for any Service presented on the Website. The particular features of Order for a certain Service shall be specified in the corresponding Advertisement.

6.4. Upon placing an Order, an e-mail shall be sent to the Buyer's e-mail address specifying the names of the selected Services, their quantity and total payment amount.

6.5. The Buyer who has placed the Order may pay for the Services in one of the following ways:

- advance payment for the Services via the e-payment operator on the Website (with the online receipt sent to the Buyer's e-mail address, and a text message of confirming the Order placement sent to the Buyer's phone number);
 - in cash or by credit card directly on providing the Services (it shall be specified when placing the Order);
 - by other means (if technically feasible, which shall be specified when placing the Order).
- 6.6. The Price of the Service specified on the Website may not be changed after the placement of the Order for the Service on the Website.
- 6.7. The Buyer shall be entitled to reject the Service at any time prior to its provision unless otherwise is provided by the applicable law, the General Rules, and Other Rules.

7. DELIVERY AND ACCEPTANCE

7.1. If following the conclusion of the contract for Services there is a need for delivery, that delivery is carried out (if technically feasible) by courier service under the agreement between the Buyer and the Website Administration, or to the pickup point, or by agreement between the Buyer and the Website Administration by the Trade Partner's courier service unless otherwise is set forth in the Advertisement.

If it is possible to carry out electronic delivery, the information thereon shall be available to the Buyer when placing an Order.

7.2. The procedure for delivery, its price and other terms of carrying out the delivery are specified on the Website.

7.3. The delivery is carried out within the period agreed upon with the Buyer.

7.4. The Buyer shall be obliged to perform the acceptance of the delivered Service by its quantity, quality, range and completeness in the presence of the courier who delivered it.

7.5. The Buyer shall send all the claims concerned with inadequate quality of the delivered Service, as well as the requests for refund that arose within three (3) calendar days upon acceptance of the delivered Service by the Buyer, to the Trade Partner, with whom the Buyer has concluded the contract for Service, using the contact details that are specified by the respective Trade Partner on his/her page on the Website. In this case, the Website Administration shall assist the Buyers in settlement of their claims to the Trade Partners by providing all the information available to the Website Administration regarding the work procedure, conditions for providing the Services, conditions of return of the funds paid for the Services, location of the respective Trade Partners, as well as any other information relevant for settlement of such claims, which is at the disposal of the Website Administration and is not confidential by virtue of a law or contract.

7.6. If the Buyer chooses pickup instead of delivery, the Buyer shall be obliged to pick up what is meant for him/her from the pickup point within the period specified on the Website upon concluding the contract for Services as the period for Buyer's picking up unless another period is agreed upon with the Buyer or set by the applicable law.

If the Buyer does not pick up what is meant for him/her from the pickup point within a period agreed upon with the Buyer specified in "Delivery" section on the Website, the Service not received by the Buyer shall be returned to the Trade Partner, with the Buyer paying for the redelivery (return) of what was not received by him/her from the pickup point to the Trade Partner, unless otherwise is provided by the applicable law.

8. LIABILITY OF THE WEBSITE ADMINISTRATION AND THE USER

8.1. The Website Administration shall not bear any liability for any Advertisements of Trade Partners or third parties placed in the Marketplace of the respective Trade Partner, and shall not provide any guarantee in respect of any Content, its accuracy, relevance or reliability.

8.2. All information and all Content (regardless of whether the applicable law classifies this information or this Content as personal data or other data to be protected in accordance with the applicable law, or not) posted (reproduced, communicated to the public) by the User on the Website shall be posted by him/her in order to place an Order, as well as to register on the Website, and/or create a Personal Account, and/or place an Order shall be posted by the User for his/her benefit, including for establishing legal relations with the Trade Partner, third persons and/or identification of such a User.

8.3. The Website Administration shall not be liable for the quality, safety and any other consumer properties of the Services offered for provision, as well as for the legality of posting the offers of their provision if this term does not contradict the applicable law.

8.4. The User undertakes to faithfully fulfill his/her obligations to the Website Administration, as well as the Trade Partner in case of concluding a contract for Services with the latter.

8.5. The Website Administration shall not be liable to the User for any actions of other Users/Buyers, Trade Partners or third parties using the Website, as well as for any consequences of such actions.

8.6. Liability for the refusal of the Trade Partner to fulfill obligations under a concluded contract for Services shall rest directly with the Trade Partner.

8.7. In accordance with applicable law, the User shall be fully liable for his/her own actions and inaction when using the Website.

The User agrees to stop using the Website in case of disagreement with any terms of the General Rules, Other Rules or the applicable law (including in case that an individual does not comply with the User's definition given in Cl. 1.6. of the General Rules). In case of violation of the applicable law, the General Rules or Other Rules by the User, the liability (both property and non-property) for such violations (both actions and inaction) shall be borne by either the User (including the person who not being consistent with the definition of the User set forth in Cl. 1.6. hereof, exercised the rights and assumed obligations of the User), or his parents, adoptive parents, trustees, guardians, other bodies and organizations liable for the transactions made by such a person.

In accordance with applicable law, such persons shall also be liable for the harm caused by the minor or disabled User to the Website Administration, Trade Partner or other Users when using the Website.

Should the adult User have any restrictions related to the ability to post the Orders on the Website and to conclude contracts for the Services on the Website, all the liability (property and non-property) for the actions/inaction of such Users on the Website shall be borne by his/her parents, adoptive parents, trustees, guardians, or other authorities or organizations being liable for the deals made by that person.

8.8. The Website Administration shall not be liable for:

- delays, failures and interruptions in the provision of the Web Services caused by technical faults in the operation of equipment and/or software;
- any losses that the User may incur in case of deliberate or careless violation of any provision of the General Rules, Other Rules or the applicable law, as well as due to unauthorized access to the communications of another User;
- actions or inaction of transfer systems, banks, payment systems and for delays associated with their work;

- proper operation of the Website if the User has no necessary technical means for its use (with the Website Administration not assuming any obligations to provide the Users with such means);
- quality of the Services, or other terms of providing the Services, the Advertisements of which are posted on the Website.

8.9. The Website may contain links to Internet websites (hyperlinks, banners) and other Content owned by third parties. The Website Administration shall not be liable for any information posted on websites of third parties to which the User has gained access via the Website.

9. SERVICE REJECTION RULES AND PROCEDURE

9.1. Following the conclusion of the contract for Services, the Buyer shall be entitled to reject the Service in cases and according to the procedure provided by the applicable law.

9.2. If following the conclusion of the contract for Services there is a need for delivery, in some cases the Buyer may have an obligation to return what was delivered to the Buyer.

9.3. Unless otherwise is set by the applicable law, the Buyer shall not be entitled to dissolve the contract for Services, shall not be entitled to reject what is in the delivering to the Buyer or have been already delivered to him/her if:

- the Service or what was subject to delivery under the concluded contract for Services have specific properties;
- the Service may be provided only to the Buyer who have concluded the contract for providing this Service.

9.4. If the applicable law empowers the Buyer to dissolve the concluded contract for Service, or to reject what is in the delivering to the Buyer or have been already delivered to him/her, but at the same time charges the Buyer with paying the Website Administration and/or the Trade Partner's expenses, losses or other sums of money, the Website Administration shall be entitled to deduct those sums of money from the funds already received from the Buyer. If those funds deducted in such a way are not enough to pay the Website Administration and/or the Trade Partner's expenses, losses or other sums of money which should be paid off by the Buyer in their favour in case of dissolving the contract for Services by him/her, the Buyer shall pay the outstanding amount within five (5) working days starting with the day of receiving the corresponding requirement from the Website Administration and/or the Trade Partner if another term for payment is not set by the applicable law.

9.5. Should the Buyer intend to return the funds paid by him/her on the grounds of concluding the contract for Service, the Buyer shall send a scanned application for refund to the e-mail address of the Website Administration specified in section 14 hereof, which in these legal relations shall act as a representative of the Trade Partner. The original of that application for refund shall be attached to what have been already received by the Buyer and, therefore, is subject to return. If the refund to the Buyer is due to the return by the Buyer to the Trade Partner of what have been previously delivered to the Buyer from the Trade Partner, the delivery from the Buyer to the Trade Partner of what have been previously received by the Buyer shall be paid by the Buyer.

The application for refund shall contain the reliable Data: full name of the Buyer, his/her passport data (number, passport series, date of issue and issuing authority), place of residence of the Buyer, TIN of the Buyer (if any), name of the Buyer's bank, BIC code of the Buyer's bank, correspondent account of the Buyer's bank, bank account number of the

Buyer. The refund period shall be up to ten (10) calendar days of receipt of application for refund from the Buyer.

9.6. The Website Administration shall be obliged to refund the amount of the advance payment for the Service received from the Buyer in cases and according to the procedure prescribed by the applicable law.

If the Buyer has paid for the Service and the delivery of what should be delivered to him/her on the grounds of concluding the contract for Service before the providing the Service and before the receiving of what is meant for him/her from the pickup point, unless otherwise is provided by the applicable law or the contract, the Buyer shall pay for the redelivery (return) of what was meant for the Buyer from the pickup point to the Trade Partner. The Buyer may contact the Website Administration with an application for refund in compliance with the conditions specified in section 9 hereof.

10. INTELLECTUAL PROPERTY

10.1. Any use of the Website name (both in full, and partially, including its Web Services, and its design elements) without the prior written consent of the Website Administration is prohibited.

10.2. The use of materials posted on the Website, their reproduction and distribution by any means, including on the Internet, public display, making available to the public, copying (full or partial), alteration are PROHIBITED unless the Website Administration directly, explicitly and unambiguously expressed preliminary written consent to such use by means determined in that written consent.

10.3. To obtain consent to the use of works posted on the Website, it is necessary to contact the Website Administration via the feedback form in the Personal Account or send a letter to the e-mail address of the Website Administration specified in section 14 hereof.

10.4. The violators of intellectual rights are subject to be held accountable for violation of intellectual rights (both the exclusive rights, and personal non-property rights) both by the Website Administration, and any other persons, whose rights would be violated (including judicially).

11. SETTLEMENT OF DISPUTES, PROCEDURE FOR CONSIDERATION OF CLAIMS

11.1. The Website Administration shall make all efforts to prevent violations of anyone's rights on the Website.

11.2. Should the User or a person believe that the Website Administration has violated his/her rights in any way, that person may contact the Website Administration by sending his/her claim either to the e-mail of the Website Administration specified in section 14 of the General Rules or via the feedback form in the Personal Account to settle the conflict through the pre-trial process.

11.3. The claim shall be sent in a scanned form with a signature of either the person who believes that his/her rights have been violated, or his/her attorney-in-fact to the e-mail address of the Website Administration specified in section 14 of the General Rules.

11.4. In order to make it possible for the Website Administration to review the substance of the claim received and send the answer thereto, the claim sent shall include the following information:

- information on the person, who believes that his/her rights have been violated, for which reason he/she lays a claim (full name, passport details, place of residence);
- should the claim be signed by a representative of the person who believes that his/her rights have been violated, the claim shall include information on such a person and on the representative of such a person (full name, passport details, place of residence), as well as a scanned copy of the document confirming the powers of the representative);
- which rights have been violated and in what exact way the rights have been violated;
- exactly what kind of actions of the Website Administration constituted a violation of the rights;
- page of the Website on which, in the opinion of the claimant, his/her rights are violated;
- contact details for communication either with the person who believes that his/her rights have been violated, and/or his/her representative (postal address, telephone number, e-mail address, Skype name, if any, etc.);
- other data of the person believing that his/her rights are violated, which are necessary to review the substance of the claim (for example, bank account details of that person and/or bank card details of that person if the claim is related to refund);
- other data (at User's option);
- date and signature of the claimant or his/her representative.

11.5. The Website Administration shall notify the claimant in writing of the results of the claim consideration within thirty (30) calendar days of receipt of the claim.

11.6. The settlement of User's claim to the Trade Partner or Trade Partner's claim to the User if that claim emerges in view of the execution of the contract for Services concluded shall not relate to the Website Administration competence. The User and the Trade Partner settle those claims on their own without Website Administration involvement.

12. VIOLATION OF THE TERMS AND CONDITIONS HEREOF

12.1. Provided that it does not contradict the applicable law, the Website Administration shall be entitled to disclose any information collected about the User of this Website if the disclosure is required due to the investigation or complaint regarding the unauthorized use of the Website or to establish identity of (identify) the User who may violate the rights or unlawfully interfere with the activities of the Website Administration, the Trade Partner, other Users or the third parties.

12.2. The Website Administration shall be entitled to disclose any information about the User which it deems necessary to be disclosed to comply with the provisions of the applicable law or court decisions, to ensure compliance with the terms of these General Rules and Other Rules, to protect rights and/or security of the Website Administration, the Trade Partners, other Users and the third parties.

12.3. The Website Administration shall be entitled to terminate and/or block the User's access to the Website without prior notice to the User if the User has violated the terms regulating the Website use which are set forth in the applicable law, or in the General Rules, or in Other Rules as well as in the event of termination of the Website functioning for any reason (for example, due to a technical failure or any other nonstandard situation). At the

same time, the obligations under the contract for Services concluded between the User and the Trade Partner shall be fulfilled.

13. FINAL PROVISIONS

13.1. The General Rules shall come into force upon their posting on the Website and shall be valid until their withdrawal by the Website Administration unless otherwise is set by the Website Administration.

13.2. The terms and conditions hereof may be unilaterally amended and/or supplemented by the Website Administration at any time at its own discretion, without specifying the reasons and without obtaining someone's consent, as well as without any special notice to the User. The General Rules amended and/or supplemented in such a way shall enter into force immediately unless otherwise specified by the Website Administration. The Website Administration strongly recommends that the Users fulfill their obligation (Cl. 4.2. of the General Rules) on regular check of the current terms and conditions of the General Rules and Other Rules for the purpose of timely familiarization with the amendments and/or additions made thereto. Continued use of the Website by the User after introducing amendments and/or additions to the General Rules or Other Rules shall constitute the User's full and unconditional acceptance of and consent to (acceptance) such amendments and/or additions made thereto.

13.3. Should for whatever reason any term or several terms of the General Rules or Other Rules be invalid, or unenforceable, or inapplicable, the validity or force of other terms of the General Rules or Other Rules shall remain unaffected.

13.4. Any use of the Website by the User, including the Web Service, the Personal Account, shall mean the full and unconditional acceptance by the User of the General Rules and Other Rules. The terms and conditions of the General Rules and Other Rules shall cover the whole period of the actual relations between the User and the Website Administration. Should the User not consent to observe the terms and conditions of the General Rules and/or Other Rules, the User shall be entitled, at any stage of the relations with the Website Administration, to refuse to fulfill them by completely ceasing to use the Website and all the Web Services of the Website functioning therethrough.

13.5. The Website and its Web Services may be periodically unavailable, in part or in full, due to preventive or other works, or for any other technical reasons, but not more than twenty-four (24) hours without a break. The Website Administration shall be entitled to carry out the necessary preventive or other works at any time at its own discretion, with or without prior notice to the Users.

13.6. When deciding which law shall be applicable to the legal relations involving the User, it is necessary to be guided by the following:

13.6.1. When the User is registering on the Website, the legal relations between the User and the Website Administration shall be governed by the law of the location of the relative Website Administration.

13.6.2. When concluding a contract for Services, the legal relations between the User and the Trade Partner shall be governed by the law of the location of such Trade Partner.

13.6.3. When applying Cl. 13.6.1. and Cl. 13.6.2. hereof, it is necessary to be guided by the following:

- located on the territory of the Russian Federation, the User, performing the Registration on the Website, enters into the legal relations with the Website Administration – Eurasian Financial Community LLC (abbreviated name – EAFC LLC), a legal entity incorporated

under the legislation of the Russian Federation (INN 7801282960, OGRN 1157847212170), located at the address: 22A Zvenigorodskaya Street, office 051, 191119, Saint Petersburg; e-mail: office@wellmax.eu ;

- located on the territory of the Republic of Kazakhstan, the User, performing the Registration on the Website, enters into the legal relations with the Website Administration – WellMax Kazakhstan LLP, a legal entity incorporated under the legislation of the Republic of Kazakhstan (BIN 150340010512), located at the address: 50 Nazarbaeva Street, offices 808 and 831, 050004, Almaty; e-mail: wellmaxkazakhstan@mail.ru.

- located on the territory of the Kyrgyz Republic, the User, performing the Registration on the Website, enters into the legal relations with the Website Administration – Wellmax KG LLC, a legal entity incorporated under the legislation of the Kyrgyz Republic (registration number: 181163-3301-000, INN 02702201910352), located at the address: 108, Toktogula Street, Bishkek, Kyrgyz Republic; e-mail address: Kuttubaeva65@mail.ru;

- located outside the territory of the Russian Federation, outside the territory of the Republic of Kazakhstan, and outside the territory of the Kyrgyz Republic, the User, performing the Registration on the Website, enters into the legal relations with the Website Administration – Eurasian Financial Community LLC (abbreviated name – EAFC LLC), a legal entity incorporated under the legislation of the Russian Federation (INN 7801282960, OGRN 1157847212170), located at the address: 22A Zvenigorodskaya Street, office 051, 191119, Saint Petersburg; e-mail: office@wellmax.eu.

13.7. Nothing in the General Rules and Other Rules may be interpreted as a term violating the applicable law.

If any term of the General Rules or Other Rules contradicts the applicable law, that term shall not be subject to application, but the applicable law shall be applied in the corresponding part. At the same time, other terms of the General Rules and/or Other Rules shall be applied in that part, in which they do not contradict the applicable law.

14. DETAILS

The Website Administration - as specified in Cl. 13.6. above.