

Public agreement for fee-based web services  
(hereinafter – Agreement)

Private unitary enterprise Web Marketing rendering services, hereinafter referred to as the “Contractor”, represented by Director Fando Oksana Alexandrovna, acting on the basis of the Charter, publishes this public offer for the purpose of concluding a public agreement for fee-based web services with each natural and/or legal person, hereinafter referred to as the “Customer”, who or which applies to the Contractor for such services and accepted the public offer on the conclusion of this Agreement.

1. SUBJECT-MATTER OF THE AGREEMENT.

1.1. The Contractor shall render the Customer services in provision of access to the Contractor’s software products and services on the Contractor’s Website on the Internet, to place and promote information about the Customer, and the Customer shall accept and pay for the corresponding services. “Website” means an Internet resource located on the Internet at the address [www.truck1.eu](http://www.truck1.eu), which is the result of the Contractor’s intellectual activity, consisting of a set of one or more computer programs, databases located through, among others, graphic design on a server owned or leased by the Contractor, and ensuring the availability of information on the Internet at the Contractor’s network addresses.

2. PROCEDURE FOR THE CONCLUSION OF THE AGREEMENT.

2.1. This Agreement is a public agreement (Article 396 of the Civil Code of the Republic of Belarus), according to which the Contractor undertakes to provide services to an indefinite number of persons (Customers) who apply for services rendering.

2.2. Publication (placement) of the text of this Agreement on the Contractor’s information resource in the .by domain zone at the following address: <http://www.webm.by/publicoffer.pdf> is a public offer of the Contractor addressed to an indefinite number of persons to conclude this Agreement (paragraph 2 of Article 407 of the Civil Code of the Republic of Belarus).

2.3. Conclusion of this Agreement shall be made by accession of the Customer to this Agreement, i.e. by acceptance by the Customer of the terms of this Agreement as a whole, without any conditions, exceptions and reservations (Article 398 of the Civil Code of the Republic of Belarus).

2.4. The fact of acceptance by the Customer of the terms of this Agreement is payment by the Customer for the services ordered by it in the manner and on the terms and conditions specified in this Agreement (paragraph 3 of Article 408 of the Civil Code of the Republic of Belarus).

2.5. This Agreement, subject to the procedure for its acceptance, is considered to be concluded in simple written form (paragraphs 2 and 3 of Article 404 and paragraph 3 of Article 408 of the Civil Code of the Republic of Belarus).

3. RIGHTS AND OBLIGATIONS OF THE PARTIES.

3.1. Contractor’s obligations:

3.1.1. to render services to the Customer within the scope and within the terms stipulated by the tariff plan selected by the Customer and agreed with the Contractor;

3.1.2. to provide the Customer with access to the Contractor’s software products and Website services in accordance with the terms and conditions stipulated by the tariff plan selected by the Customer;

3.1.3. to post the content provided by the Customer on the Contractor's Website and ensure its availability on the Internet 24/7 during the period specified in the Customer's selected tariff plan except for cases of interruptions and failures in content availability due to technical malfunctions, preventive maintenance, Website updating;

3.1.4. to correct errors and/or inaccuracies specified by the Customer within the terms specified in clause 3.3.4 hereof within 5 working days from the moment of receipt of written information about such errors and/or inaccuracies. Correction of such errors and/or inaccuracies implies a really possible approximation of the content description on the Website to its description in the source from which the content was copied at the time of the update. If the Contractor has not been notified of errors and/or inaccuracies within the period specified in Clause 3.3.4 hereof, the update shall be considered correct and the Contractor shall be deemed to have fulfilled its obligations to the Customer;

3.1.5. to advise the Customer during working hours (from 9-00 to 18-00, Minsk time, with the exception of weekends and official public holidays in the Republic of Belarus) by using telephone and/or e-mail for discussion of issues arising from services rendering under this Agreement;

3.1.6. to ensure confidentiality of information provided by the Customer in accordance with Clause 7 of this Agreement, except for the cases when the provision of access to such information for third parties is a necessary condition for the services rendering or is mandatory by virtue of the requirements of the legislation of the Republic of Belarus;

3.1.7. if necessary, to develop and/or place content for the Customer (including, but not limited to, creation of text materials, photographic materials, development of static and/or dynamic banners). All rights to content created by the Contractor at the Customer's request, with the exception of the image of the Customer's trademark, belong to the Contractor. The exclusive right to the created content may be transferred to the Customer by agreement of the Parties under the exclusive rights transfer (assignment) agreement;

3.2. Contractor's rights:

3.2.1. to involve third parties to perform its obligations under this Agreement, as well as use the services/works of third parties to enable the Customer to provide the services provided by this Agreement;

3.2.2. to suspend, terminate services rendering or terminate this Agreement unilaterally if the Customer fails to perform its obligations under this Agreement;

3.2.3. to remove the Customer's content posted on the Contractor's and/or third parties Website if the Customer fails to pay for services or in case it violates the terms of the Agreement;

3.2.4. to suspend the placement of the Customer's content and services sundering to the Customer if third parties have claims against the Customer regarding the content posted on the Website (non-conformity of the description, price, photos of the advertised equipment, etc.) until all the circumstances of the claims are clarified and duly satisfied by the Customer;

3.2.5. to refuse to post the Customer's content on the Website if the Contractor considers that the nature and/or subject matter of the content violates the current legislation, is offensive, violates the rights and legitimate interests of other persons or contradicts this Agreement, and also misleads third parties;

3.2.6. unilaterally to make changes to the tariff plan with subsequent notification of this to the Customer by publishing these changes on the Website;

3.2.7. not to accept the Customer's claims submitted with the delay specified in Clause 3.3.6 of the present Agreement.

3.2.8. in order to maximize the effectiveness of advertising – to place the Customer's drain on other sites (all or part of it);

3.2.9. to change the description of the Customer's goods;

3.2.10. to store and process information about the Customer, its employees, contacts, stock, partners for an unlimited period of time.

3.3. Customer's obligations:

3.3.1. to accept and pay for the services to the Contractor in the manner, amount and within the terms specified in this Agreement;

3.3.2. timely to provide the Contractor with the necessary content in accordance with the Contractor's requirements;

3.3.3. to provide the Contractor with permitting documents (licenses, certificates, permits, etc.) if the sale of the goods included by the Customer in the content to be posted on the Website provides for the mandatory availability of such documents;

3.3.4. if any errors and/or inaccuracies in content are detected on the Website, within 24 hours from the moment of its placement, to notify the Contractor of such errors and/or inaccuracies;

3.3.5. to ensure safety and confidentiality of the information received from the Contractor in accordance with Clause 7 hereof;

3.3.6. if there are claims for services provided by the Contractor, to notify the Contractor by e-mail within 2 (two) working days from the moment the Customer became aware or should have become aware of the Contractor's failure or improper performance of his obligations under this Agreement.

3.3.7. The Customer is prohibited:

3.3.7.1. to place on the Website objects of exclusive rights without the consent of their Rightholders;

3.3.7.2. to post on the Website personal information of third parties without their consent;

3.3.7.3. to post on the Website materials, which insult or degrade the honor and dignity of the Contractor, other Customers or third parties, or links to such materials; obscene or abusive words or phrases, threats, calls for violence and the commission of unlawful acts, as well as any other information and materials prohibited by the legislation of the Republic of Belarus;

3.3.7.4. to post pornographic materials or links to them on the Website; materials containing elements of violence, cruelty, racial, ethnic or religious hatred, as well as references to such materials, as well as any other information and materials prohibited by the legislation of the Republic of Belarus;

3.3.7.5. to post on the Website, promote and demonstrate Nazi attributes or symbols using the Website;

3.3.7.6. to promote other information on the Website, which, in the Contractor's opinion, is undesirable, violates the norms of morality and ethics, the content of which contradicts to the legislation of the Republic of Belarus or the norms of international law;

3.3.7.7. to commit any other unlawful or criminal acts.

3.4. Customer's rights:

3.4.1. to require from the Contractor to properly render services within the scope of this Agreement;

3.4.2. to be advised by the Contractor during working hours (from 9-00 to 18-00, Minsk time, with the exception of weekends and official public holidays of the Republic of Belarus) by telephone and/or e-mail on issues arising in connection with the services rendering under this Agreement;

3.4.3. to use the products and services of the Website in the following ways:

3.4.3.1. Use of software products and services of the Website in accordance with the fully paid tariff, which is selected by the Customer and/or agreed by the Parties.

3.4.3.2. Use of the Website databases.

3.4.3.3. Extraction of information materials from the Databases and their subsequent use by the Customer within the limits stipulated by this Agreement.

3.4.3.4. Making changes to the Databases with the help of software products and services of the Website in the part related to the Customer. Change refers to change of content of placed materials, translation of available materials, placement of additional Customer's materials.

3.4.3.5. Making corrections and adjustments to the content developed by the Contractor upon the Customer's instructions, but not more than twice;

3.4.3.6. Receiving advice from the Contractor related to the operation of the Website software products and services, or their individual modules, via telephone or electronic communication.

3.4.3.7. to terminate this Agreement in case of non-fulfillment or improper fulfillment of obligations to render services under this Agreement by the Contractor.

#### 4. TERMS AND PROCEDURES FOR RENDERING SERVICES.

4.1. The services under the present Agreement are rendered with the use of software products and services of the Contractor's Website.

4.2. The Customer's content is posted on the Website as follows:

4.2.1. by the Customer by means of the personal control panel of the Website (the section of the Website available to the Customer and intended for the purpose of content placement, its editing, viewing statistics and other actions related to the content placed on it);

4.2.2. automatic placement: source for content copying and frequency of data update shall be set by the Parties to this Agreement additionally.

4.3. The Services under the present Agreement shall be deemed to be rendered from the moment of providing the Customer with unhindered access to the use of the Website's software products and services.

4.4. The access is provided by the Contractor upon receipt of funds to the Contractor's settlement account according to the tariff plan selected by the Customer by providing the latter with a login and password to the Website personal control panel. The specified access parameters (login and password) are sent to the Customer by electronic communication to the e-mail address specified by the Customer.

4.5. Upon expiration of the period paid by the Customer to receive access to the Website software products and services, the Contractor shall completely close the Customer's access to the Website software products and services by terminating access to the Website personal control panel. Activation of access to the Website software products and services shall be resumed from the moment of receipt of funds to the Contractor's settlement account in the amount allowing to continue using the Website under the terms of the tariff plan chosen by the Customer.

4.6. The Customer has the right to change the tariff plan at any time by sending an application for the change of the tariff plan to the Contractor's email address: [info@truck1.eu](mailto:info@truck1.eu). The new tariff plan shall come into effect from the moment the Contractor confirms the change of the tariff plan if there is a positive cash balance on the Customer's personal account, which allows him to use the Website software products and services according to the selected tariff plan.

#### 5. COST, PROCEDURE AND TERMS OF PAYMENT FOR SERVICES.

5.1. The cost of services provided by the Contractor under this Agreement shall be determined by the Parties on the basis of the tariff plan selected by the Customer, which is in force with the Contractor at the time of conclusion of this Agreement.

5.2. Service tariffs (tariff plans) are available at the following link: <http://www.webm.by/price.pdf>.

5.3. The Customer's choice of the tariff plan shall be confirmed by transfer of funds to the Contractor's settlement account in the amount stipulated by the tariff plan in force with the Contractor at the time of conclusion of this Agreement.

5.4. Payment for services shall be made in accordance with the tariff plan selected by the Customer in the amount of 100% of the prepayment as follows:

5.4.1. by cashless transfer of funds to the Customer's account;

5.4.2. with a bank card via Webpay system, subject to the conditions specified in the section "Online payment" <http://www.webm.by/online-payments.php>.

## 6. PROCEDURE OF DELIVERY AND ACCEPTANCE OF THE RENDERED SERVICES.

6.1. The delivery and acceptance of services rendered under this Agreement shall be carried out in accordance with the current legislation of the Republic of Belarus.

## 7. CONFIDENTIALITY.

7.1. The Parties shall keep confidential information received from each other during the execution of this Agreement in secret and shall not disclose it to third parties, except when the provision of access to such information for third parties is a necessary condition for the services rendering or is mandatory by virtue of the requirements of the legislation of the Republic of Belarus, as well as to make maximum efforts to protect confidential information.

7.2. For the purposes of the present Agreement confidential information is any information obtained by the Parties during performance of the duties by them under the present Agreement if such information can't be obtained from open sources including, but without limitation, the following:

7.2.1. Information on the main activities of the Parties, their existing and strategic plans, projects, programs, etc.;

7.2.2. information connected with business of the Parties, their clients, customers, partners and affiliates including information on financial condition of the Parties, price information, information on income, profits, sales, ways of advance of works/services in the market;

7.2.3. information on technical, software and technological developments and decisions of Parties;

7.2.4. information relating to the management of the Parties;

7.2.5. information about the Parties' employees;

7.2.6. information about the Parties' marketing policy;

7.2.7. other information, disclosure, transfer, leakage of which may cause damage to the interests of the Parties.

7.3. Information is not confidential if it is already publicly known and publicly available or the consent to its disclosure has been received from the Customer.

7.4. "Disclosure of confidential information" means:

7.4.1. transfer of documents containing confidential information to third parties by e-mail, Internet, post and fax, as well as by any other means that allow identifying the content of relevant documents;

7.4.2. delivery to third persons or informing third parties of information classified as confidential, orally or in writing, as well as by telephone, post, fax, e-mail, Internet, in any other way that makes it possible to identify the content of relevant information.

7.5. In case of unfair use and/or disclosure of confidential information, the injured Party shall have the right to demand compensation for damages caused to it by such unfair use or disclosure of confidential information.

7.6. The Parties shall properly store documents and business papers received from each other as part of the performance of obligations under this Agreement, excluding the possibility of access to and work with them by unauthorized persons.

## 8. LIABILITY OF THE PARTIES.

8.1. The Parties shall be liable for non-performance or improper performance of the terms of this Agreement in the manner provided by this Agreement and by the effective legislation of the Republic of Belarus.

8.2. The Contractor shall be exempt from liability for losses incurred by the Customer directly or indirectly in the following cases:

8.2.1. if losses are caused as a result of actions or nonperformance of third parties, either due to inoperability of telecommunication channels, data transmission networks, information resources or services or accidents (malfunctions) in power electric or computer networks located outside the Contractor's own resources, or the functioning of which it is not able to influence;

8.2.2. if the losses are caused by errors or malicious components in the software used on the Contractor's servers or other Internet servers, as well as in the software used by the Customer;

8.2.3. if the losses are caused due to the Customer's failure to comply with the confidentiality of credentials or other information of a private nature, as well as due to unauthorized access of third parties to the Customer's information resources.

8.3. The Parties hereof unconditionally agree that the maximum amount of losses that may be recovered from the Contractor shall be limited to the amount of the Customer's last payment for services rendered by the Contractor, failure to perform or improper performance of which resulted in damages.

8.4. The limitation of the Contractor's liability provided for in Clause 8.3 hereof shall not apply in cases when:

8.4.1. the amount of liability for this type of obligation or for this violation is determined by the legislation of the Republic of Belarus;

8.4.2. failure or improper performance by the Contractor of obligations under this Agreement is a consequence of its direct intent.

8.5. the Contractor shall not be responsible for the content provided by the Customer, as well as for the contents of the information posted on the Customer's information resources.

8.6. the Contractor does not guarantee compliance of the content placed on information resources with real goods offered by the Customer for sale.

8.7. The Contractor shall not be liable to the Customer for stopping publication/placement of the Customer's announcements in case there are third parties' claims against the Customer regarding the announcements posted on the Website (non-conformity of the description, price, photographs of the advertised equipment, etc.). In such case, the cost of services paid in favor of the Contractor shall not be reimbursed to the Customer.

8.8. If the Customer's actions are obviously fraudulent, the Contractor may claim reputational damages in the amount at its discretion. In such case, the Contractor shall have the right to terminate access of third parties to the Customer's content, the cost of services paid in favor of the Contractor shall not be reimbursed to the Customer, the Contractor shall not bear any liability to the Customer.

8.9. The Customer shall bear full responsibility for any actions taken by him in the process of using the Internet, the Website or the services of the Contractor, as well as for the consequences of such actions.

8.10. The Customer shall bear full responsibility for any, including unauthorized actions of third parties that occurred in the result of the Customer's failure to comply with

confidentiality of credentials or other confidential information, as well as for the consequences of such actions.

8.11. The Customer shall bear full responsibility for possible infringements of copyright, legislation in the field of trademarks and tradenames, and other norms of the legislation of the Republic of Belarus related to the fact that the Customer's content is posted on the Internet on the Contractor's Website.

8.12. The Customer shall indemnify the Contractor for any losses incurred by the Contractor in connection with posting on the Website content, which is contrary to the legislation of the Republic of Belarus.

## 9. CIRCUMSTANCES OF INSUPERABLE FORCE.

9.1. The parties are exempted from liability for partial or full non-execution of the obligations under the present Agreement if such non-execution was a consequence of action of the circumstances of insuperable force (force majeure) which arose after the conclusion of the present Agreement as a result of events of extreme character, which the Parties couldn't expect or prevent using reasonable measures.

9.2. Force majeure circumstances include events that the Party cannot influence and for occurrence of which it is not responsible: war, rebellion, strike, earthquake, flood, fire, severe weather conditions or other natural disasters, government regulations, orders (decrees) of state bodies and officials, laws and other normative acts of the competent authorities, accepted after acceptance of this Agreement and preventing the Parties from fulfilling their obligations under this Agreement, and the actions of state or local authorities and management authorities or their representatives, impeding the fulfillment of the terms of this Agreement, as well as other unforeseen circumstances, including, but not limited to, problems in the urban electricity grid, technical problems at Internet hubs and other disruptions in data networks outside the scope of the Parties.

9.3. In case of force majeure circumstances impeding performance of obligations under this Agreement, the period of performance of such obligations by the Parties shall be postponed in proportion to the time of validity of such circumstances, as well as the time required to eliminate their consequences, but not more than 60 (sixty) calendar days.

9.4. In case the force majeure circumstances continue to be valid for more than the period specified in Clause 9.3 of this Agreement, or when at their occurrence it becomes obvious to both Parties that the circumstances will be valid for more than this period, the Parties shall discuss the possibilities of alternative methods of execution of this Agreement or its termination without damages.

## 10. NOTIFICATIONS AND INFORMATION LETTERS.

10.1. The Parties agree that they unconditionally recognize the legal validity of the texts of documents received by electronic mail along with the documents executed in simple writing on paper, except when the execution of documents on paper is mandatory by virtue of the requirements of this Agreement.

10.2. The Parties unconditionally agree that all correspondence, notices and information letters received at the e-mail addresses specified by the Parties shall be deemed to have been delivered to the addressee in proper form.

10.3. The Parties shall check the correspondence received at their e-mail addresses in a timely manner.

10.4. All risks associated with the occurrence of adverse consequences due to non-compliance with the requirements of Clause 10.3 of this Agreement shall be borne by the Party which committed such violation.

## 11. TERM OF THE CONTRACT AND PROCEDURE OF ITS TERMINATION.

11.1. This Agreement shall be deemed concluded from the moment of crediting the funds paid by the Customer to the Contractor's settlement account for services in accordance with the tariff plan selected by the Customer, and shall be valid until the complete fulfillment by Parties of their obligations under this Agreement.

11.2. The present Agreement may be terminated:

11.2.1. under the agreement of the parties;

11.2.2. in other cases provided by this Agreement and the legislation of the Republic of Belarus.

11.3. The Customer shall have the right to terminate this Agreement unilaterally in case of disagreement with the amendments and/or additions to the Agreement before their entry into force.

11.4. The Customer shall have the right to withdraw from the Agreement in case of disagreement with the changes in the tariff plan, whereof it undertakes to notify the Contractor in writing before the changes come into force. In this case, the Agreement shall terminate operation at the end of the service period paid by the Customer established by the relevant tariff plan.

11.5. The Contractor reserves the right of unilateral extrajudicial termination of this Agreement without explanation. In case of debt to the Customer, the Contractor shall return the amount of the debt to the Customer.

## 12. PROCEDURE FOR THE INTRODUCTION OF AMENDMENTS AND ADDITIONS TO THE AGREEMENT.

12.1. Amendments and/or additions to this Agreement shall be made unilaterally by the Contractor without prior notice to the Customer. The Customer, aware of the possibility of such amendments, agrees that they will be made. If the Customer continues to perform this Agreement after such amendments, this means its consent to them.

12.2. The text of amendments and/or additions to this Agreement or a new version of this Agreement shall be made public by the Contractor by placing (publishing) relevant information on the Contractor's information resource in the .by domain area at the following address: [www.webm.by](http://www.webm.by).

12.3. In case of termination of the Agreement at the initiative of the Customer in connection with the Customer's disagreement with the amendments and/or additions to the Agreement, the Customer shall notify the Contractor of this in writing. Notice of termination of this Agreement shall be deemed to be any written notice of the Customer of disagreement with the amendments and/or additions made or of non-accession to the new version of this Agreement or refusal to comply with its terms, made on hard copy or in electronic form.

12.4. The Parties unconditionally agree that silence (absence of written notices on termination of this Agreement or on disagreement with certain provisions of this Agreement according to the terms of this Agreement) is recognized as consent and accession of the Customer to the new version of this Agreement (paragraph 3 of Article 159 of the Civil Code of the Republic of Belarus).

## 13. DISPUTE SETTLEMENT PROCEDURE

13.1. The Parties undertake to resolve all disputes and disagreements related to this Agreement through negotiations.

13.2. If the Parties do not reach agreement on the disputed issues in the manner established by Clause 13.1 of this Agreement, all disputes arising from this Agreement, including those related to its conclusion, modification, termination, execution, are subject to judicial resolution in accordance with the legislation of the Republic of Belarus.



#### 14. OTHER TERMS AND CONDITIONS

14.1. The Parties unconditionally agree that this Agreement is concluded at the legal address of the Contractor.

14.2. With respect to the content provided, the Customer confirms that:

14.2.1. the goods, the information about which is contained on the Website, are real, are at the disposal of the Customer and are ready to be delivered;

14.2.2. the description of the above mentioned product is true, accurate and corresponds to the actual technical condition, age, mileage, color, additional options, the price is relevant;

14.2.3. photographs provided for placement on the Website demonstrate the actual goods at the Customer's disposal.

14.3. The Parties unconditionally agree to read the information specified by the Customer when making access to the Website software products and services and making payment to the Contractor as the Customer's details.

14.4. Invalidity, illegality of any term of this Agreement, loss of legal force or its exclusion from the terms of this Agreement does not entail invalidity of the remaining terms of this Agreement, which will remain in force and are binding on the Parties.

14.5. All issues not resolved by this Agreement shall be resolved in accordance with the current legislation of the Republic of Belarus, as well as the local regulatory documents of the Contractor, provided that they comply with the current legislation of the Republic of Belarus.

14.6. By concluding this Agreement, the Customer unconditionally confirms that it is familiar with and accepts the Contractor's terms and conditions of rendering services posted on the Internet at the following link: [www.webm.by](http://www.webm.by), as well as the terms and conditions posted on the Website: [www.truck1.eu](http://www.truck1.eu) in the corresponding section (at the bottom of the start page).

#### CONTRACTOR:

Private unitary enterprise rendering services: "Web Marketing"

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TIN 190892687

General Classifier of Enterprises and Organizations 377441615000

Certificate of registration № 2584 dated November 8, 2007

Director Fando Oksana Aleksandrovna, acting on the ground of Charter

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Director \_\_\_\_\_



O.A.Fando