

## PUBLIC OFFER

This **Public offer** (hereinafter - the Offer) is an official offer of the Company to the User to conclude an Agreement for the provision of intermediary and technical services on the conditions below.

Conclusion of the Contract for provision of intermediary and technical services between the Company and the User takes place by accepting the offer. The offer is accepted in the manner specified in the Offer.

By accepting the Offer, the User guarantees that he/she has fully familiarized himself/herself with the terms and conditions of the Offer and the service agreement concluded in accordance with the Offer.

## PREAMBLE

The conclusion of the Agreement as a result of the Offer acceptance can be made by Users from different countries, subject to the limitations set by the Offer.

## TERMS AND DEFINITIONS

1)	<b>Public offer or Offer</b>	This document, as well as all annexes to it. The Offer is an offer of the Company to the User to conclude an Agreement on rendering intermediary and technical services on the terms and conditions specified in the Offer.
2)	<b>Personal data processing policy</b>	An integral annex to the Offer, regulating the procedure of collection, storage and processing of the User's personal data, entered by the User during the Registration procedure, as well as other data. The Personal Data Processing Policy is available at the following link: <a href="https://pva-widget.com/privacy-policy.pdf">https://pva-widget.com/privacy-policy.pdf</a> .
3)	<b>Contract for the provision of mediation and technical services or Contract</b>	Agreement concluded between the Company and the User as a result of Acceptance of the Offer by the User. The contract is concluded on the terms and conditions specified in the Offer.
4)	<b>Acceptance of offer</b>	Completion of actions specified in the Offer by the User on acceptance of the Offer in full. Acceptance of the Offer is full and unconditional. As a result of Acceptance of the Offer the contract on rendering Services by the Company in favor of the User is considered to be concluded.
5)	<b>Company</b>	Kinelija, UAB Registration code: 303336386 Kirtimu-51, Vilnius, Lithuania, LT-02244 Email: <a href="mailto:pva.widget.com@gmail.com">pva.widget.com@gmail.com</a>
6)	<b>User</b>	A person who meets all the requirements specified in the Offer and who has made an Acceptance of the Offer in order to receive Services from the Company using SMS widget.
7)	<b>SMS Widget</b>	A special web widget that integrates with the Company's partner websites operated by the Company. The SMS widget information website is available at: <a href="https://pva-widget.com">https://pva-widget.com</a> The SMS Widget website is an integral part of the Agreement.

8)	<b>Registration</b>	SMS Widget functionality aimed at creation of the User's Personal Account. The Registration procedure consists in entering the Registration data by the User.
9)	<b>Registration data</b>	The following data, which the User enters during the Registration process: (1) E-mail address.
10)	<b>Service</b>	SMS Widget functionality that allows the User to use the Company's Services.
11)	<b>Services</b>	Services rendered on the terms of the Offer by the Company in favor of the User as a result of the concluded Agreement.
12)	<b>Tariff</b>	The cost of providing one or more of the Company's Services indicated on the SMS Widget prior to purchasing a phone number or SMS from it.
13)	<b>Message or SMS</b>	A text message to the Used Number, reception of which is ensured by the Company as a result of rendering Services under the Agreement.
14)	<b>SMS receiving</b>	The result of provision of the Service by the Company, expressed in the provision to the User of the possibility to familiarize with the text of SMS received on the Used number.
15)	<b>Phone number</b>	The subscriber number placed on the Service and used for provision of Services under the Agreement.
16)	<b>Return operation</b>	Actions of the Company aimed at refunding the User of the payment made for the provision of the Services

## 1. SUBJECT OF THE OFFER

1.1 This Offer regulates the procedure for concluding the Agreement and rendering the Services.

## 2. MODIFICATION OF THE OFFER

2.1 The Company has the right at its discretion and at any time to make changes to the text of the Offer, including changes to the Agreement.

2.2 The Company publishes the amended version of the Offer immediately after the changes are made. The User undertakes at his own risk to regularly check for changes in the Offer (but at least once every 14 days), and bears all risks of breach of the amended terms of the Offer and the Agreement.

## 3. ACCEPTANCE OF THE OFFER

**3.1 Acceptance of the Offer is performed by the User by performing the following actions:**

3.1.1 Press the "Next" button on the first (start) screen of the SMS Widget.

**3.2 By accepting the Offer, the User warrants that:**

3.2.1. has reached the age of 18 years (as well as the age of majority in the country of his residence), and that there are no any circumstances that prevent the User from fulfilling his obligations under the Offer and the Agreement in full.

3.2.2. the legislation of the User's country of residence allows entering into a Contract, ordering Services and receiving the result of the Services. In case the conclusion of the Contract is prohibited by the User's personal applicable law, such User is not entitled to conclude the Contract and is obliged to close the SMS Widget immediately.

3.2.3. has fully familiarized himself with the text of the Offer and understands its terms and conditions.

3.2.4. the Acceptance of the Offer is full and unconditional. Partial Acceptance of the Offer, Acceptance of the Offer "under the condition" is not allowed.

3.2.5. is aware of his right to make proposals to the Offer, the Contract concluded as a result of the Offer Acceptance, by sending such proposals to the Company's e-mail specified in the Offer; and that after the Offer Acceptance the User is considered to have exercised such right, and that the User has no possibility to propose changes to the Offer, the Contract.

**3.3 The User shall not be entitled to accept the Offer, conclude the Agreement, order the Services and receive the result of the Services if the User does not comply with all the above guarantees.**

3.3.1 If at the time of Acceptance of the Offer the User complied with all the above guarantees, but in the course of execution of the Agreement the User ceases to comply with one or more of the above guarantees, the User shall immediately stop using SMS Widget, ordering and receiving the result of the Services, and immediately notify the Company thereof. Subsequently, such User is obliged to act according to the instructions received from the Company, and the Company has the right to delete the Account of such User and immediately terminate the concluded Agreement.

#### **4. REGISTRATION PROCEDURE**

4.1 To order and receive the result of the Services, the User must enter the Registration Data and the Company will automatically create a Personal Account, if it is possible based on technical capabilities.

4.2 Procedure of Registration.

4.2.1 To register, the User must enter their Registration Data in the process of receiving the Service.

**4.2.2.1 By entering the Registration Data, the User warrants that:**

4.2.2.1.1. the entered Registration Data will be complete and true.

4.2.2.1.2. the User is and will remain the sole owner and rightful owner of the electronic mail (E-mail) address. Entering someone else's e-mail address is not allowed.

4.2.2.1.3. understands that all actions performed using the entered e-mail address are considered to be performed by him/herself, and the User bears all risks for compliance with the said guarantee. In case of loss of possession of the e-mail address, the User undertakes to notify the Company immediately.

4.2.2.1.4. is aware of the need to observe proper security measures to prevent third parties from accessing the e-mail.

4.2.2.2 The User is obliged to fully read and agree to the terms of this Offer and the Policy on Processing Personal Data and Cookies before Accepting the Offer.

**4.3 The Company has the right to refuse the User's Registration in the following cases:**

#### **4.3.1 The Company has reason to believe that:**

4.3.1.1. that the Registration Data entered by the User is unreliable;

4.3.1.2. that the use of the SMS widget is or will be carried out by the User in violation of the provided guarantees (including the guarantee of compliance with legal requirements);

4.3.1.3. that the User at the discretion of the Company performs actions that harm or may harm the reputation of the Company.

4.4 The Company has the right to cancel a Registration already made, regardless of the term of such registration. Cancellation of the Registration shall take place in the same cases as refusal of the Registration.

#### **5. SUBJECT OF THE CONTRACT TO BE CONCLUDED**

5.1 In accordance with the Agreement, the User gets an opportunity to order the Company's Services of providing technical possibility to familiarize with the text of SMS received on the Used Number, for which the User pays a fee to the Company.

5.2 By providing the Services, the Company acts as an intermediary between the User and the Company's partners who fully or partially own access to the database of phone numbers and SMS from them.

5.3 The Term and Tariffs for rendering the Services are posted on the SMS widget.

#### **6. CONTRACT VALIDITY PERIOD**

6.1 The Agreement shall be deemed concluded from the moment of Acceptance of the Offer and until the Parties fulfill their obligations under the Agreement or delete myAlpari.

#### **7. TERMS OF SERVICE**

7.1 The Services shall be rendered under the terms and conditions of the Agreement.

7.1.1 In everything that is not stipulated by the Agreement, the User shall be guided by the information on the SMS Widget Website. Such information is recognized as an integral part of the Agreement. In case of contradictions, the information on the SMS Widget Website shall prevail.

#### **8. COMPANY REMUNERATION**

8.1 The User pays remuneration to the Company for rendering Services. The amount of remuneration is established by the Tariffs.

8.2 The Fee shall be paid via the payment methods available on the SMS widget.

#### **9. REFUND**

**9.1 The Company shall refund the User's money on the return transaction in the following order:**

9.1.1 The User sends an application for a refund operation to the Company's e-mail;

9.1.2 The Company shall consider the application within 5 working days;

9.1.3 If the Service has not been provided or has been provided improperly, the Company offers options to correct the Service if the reason for the return operation is the failure to provide, inoperability of the Service;

9.1.4 The Company determines the refund amount based on the User's payment transactions for the Company's Services;

9.1.5. the Company performs the refund operation exclusively using the User's details that the User entered when making the payment.

## **10. APPLICABLE LAW AND DISPUTE RESOLUTION**

10.1 Applicable law to the relations of the Parties under the Contract: the **law of the Russian Federation**.

10.2 The claim procedure of dispute resolution under the Contract shall be obligatory for the Parties. The term of claim consideration is 60 (Sixty) calendar days from the date of receipt of the claim. The proper procedure for sending a claim is sending a properly executed and signed by an authorized person claim in writing by registered mail to the address of the Party specified in the Offer (for the Company), or to the e-mail provided during Registration (for the User).

10.3 If the Parties fail to reach a pre-trial agreement on dispute settlement, the dispute shall be submitted for resolution to a competent court in accordance with the laws of the Russian Federation.

## **11. LIABILITY OF THE PARTIES**

11.1 Unless otherwise provided by the Offer, the User acknowledges and agrees that the SMS widget for the purpose of rendering the Services is provided to the User "AS IS" and "AS AVAILABLE", without any warranties, including commercial value, suitability for use for specific purposes, continuous availability, etc. The Company does not warrant that the SMS widget is error-free, that its functionality meets the User's expectations, or that it is free of defects, viruses or other harmful components.

11.2 In no event shall the Company be liable for direct, indirect or consequential damages or losses of any kind (including, but not limited to, loss of revenue or profit, or use of data).

### **11.3 The User undertakes to:**

11.3.1 Reimburse the Company for losses caused by payments collected from the Company by third parties, including administrative fines from control and supervisory authorities, received by the Company due to violations of the provisions of the Agreement and legislation by the User.

## **12. INTELLECTUAL PROPERTY**

12.1 The exclusive rights to the SMS widget, any of its contents, belong to the Company or its contractors, all rights to these objects are reserved.

12.2 The User is not entitled to perform any actions with the SMS widget and its content, except for ordering the Services and receiving the result of the Services.

## **13. FINAL PROVISIONS**

13.1 In the event that certain provisions of the Offer cannot be applied to the specified extent due to legal restrictions, they shall be replaced by provisions that are as close as possible in their meaning to the original ones, and shall be applied in the modified form (including to already established legal relations).

13.2 The invalidation in whole or in part of one or more provisions of the Offer shall not invalidate other provisions of the Offer, or the Offer or the Agreement as a whole.