

Online store formal offer (agreement)

Terms

CLIENT, CUSTOMER – legal individual and/or legal body, registered in accordance with current legislation system of the country of origin, that places the order(s) on WWW.IFS-COMPANY.COM/SHOP, or specified as a receiver of ITEMS, or the one that uses the ITEMS purchased on WWW.IFS-COMPANY.COM/SHOP.

SELLER – “IFS Company” Llc – the company that sells ITEMS, that is placed on WWW.IFS-COMPANY.COM/SHOP.

online store – Internet site, that belongs to SELLER and is situated online on WWW.IFS-COMPANY.COM/SHOP web page. This web page shows ITEMS, that SELLER offers to the CUSTOMERS in order to place the orders, as well as the conditions of payment and delivery of ITEMS.

Formal offer – public offer of the SELLER, that is addressed to any legal individual and/or legal body, that is registered in accordance with current legislation system of the country of origin, to settle a purchase and sell contract on the following terms contained in the present agreement.

Acceptance – total and unconditional admission by CUSTOMER the terms of the present Agreement.

Order – duly executed inquiry of CUSTOMER to purchase ITEMS chosen in the online store.

Article 1. Subject matter of formal offer (agreement).

1.1. In accordance with article 437 of the Civil Code of the Russian Federation the present document is considered to be a public offer, and in case the CUSTOMER admits the conditions hereinafter and thus accepts the offer, under the terms of the present agreement effects the payment of SELLER’s ITEMS. According to paragraph 3 of article 438 of the Civil Code of Russian Federation, the fact that CUSTOMER effects the payment means that CUSTOMER accepts the offer, which is considered to be equal to the execution of the agreement on terms stated in the formal offer.

1.2. Under the conditions of the preset Agreement SELLER is obliged to transfer the ownership to CUSTOMER and CUSTOMER is obliged to pay and accept software (hereinafter referred to as ITEMS) ordered in WWW.IFS-COMPANY.COM/SHOP online store.

1.3. In order to place the order Customer should register on the web-page of the online store. SELLER disclaims any responsibility for the precision and accuracy of the information presented by CUSTOMER during the registration. CUSTOMER agrees not to disclose login and password used during registration to any third party. Any consequences that may arise from voluntary disclosure of login/password by CUSTOMER to any third party and/or data accessing by third party independently beyond CUSTOMER’s will is referred to as CUSTOMERS risks and exclude any liability on the behalf of SELLER.

Article 2. The moment of the formal offer execution.

2.1. The text of the present Agreement is a public offer (according to the article 435 and paragraph 2 of the article 437 of the Civil Code of Russian Federation).

2.2. The fact that CUSTOMER places the order either independently or with the help of call-agent is itself considered to be unconditional acceptance of the present agreement and thus CUSTOMER is considered to be a body entering to contract relations with "IFS Company" Llc.

2.3. Placement of the order and payment are carried out by ordering ITEMS on WWW.IFS-COMPANY.COM/SHOPonline store.

2.4. CUSTOMER agrees with the terms of the present agreement by pressing the button "PURCHASE" while placing the order of ITEMS in online store, as well as effecting the payment of the ITEMS ordered.

Article 3. ITEMS characteristics.

3.1. Functional characteristics of ITEMS are determined by the description on the individual page of ITEMS in online store.

3.2. The visual appearance of ITEMS does not correspond to the image shown on the web-page.

3.3. Functional characteristics of ITEMS might be changed by SELLER in due time and thus might differ from the previous versions of ITEMS.

3.4. Any characteristics of ITEMS are relevant at the time of the purchase of ITEMS.

Article 4. Price of ITEMS.

4.1. Prices of ITEMS in online store are shown in Euros; not subject to VAT.

4.2. Any services that are connected with the installation, implementation, adjustment (but not limited to these) of ITEMS are not included in the price of ITEMS and are determined by the separate AGREEMENT, which is not the part of the present formal offer.

4.3. Total payable amount of the ORDER is shown in the section "Shopping cart" in the line "TOTAL".

Article 5. Payment of ITEMS.

5.1. Payment of ITEMS are only non-cash and is carried out via payment service providers shown by SELLER on the web-page.

5.2. In case of the non-cash payment the responsibility of CUSTOMER to pay for ITEMS is considered to be fulfilled from the moment the due money in the amount of 100% (one hundred per cent) as the advanced payment is paid on the payment account of SELLER to the banking information shown in paragraph 13 (banking information of the online store) of the present Agreement.

5.3. In case of the non-cash payment the expiration of the payment by CUSTOMER of the price of ITEMS for more than 5 (five) days is considered to be fundamental breach of the present agreement. In this case SELLER is entitled to repudiate the agreement by informing the CUSTOMER of this fact.

5.4. ITEMS are delivered to CUSTOMER according to the prices, entitlement and in the amount according to the Order paid by CUSTOMER.

Article 6. Delivery of ITEMS.

6.1. Delivery of ITEMS to CUSTOMER is processed by SELLER on the e-mail address of CUSTOMER, indicated during the process of the order placement.

6.2. The delivery of ITEMS to CUSTOMER is carried out by SELLER for the period of no more than 10 days from the moment of remittance of funds to the payment account of SELLER.

Article 7. ITEMS guarantee and demonstration period.

7.1. ITEMS guarantee is settled to last for the first 30 consecutive days from the moment CUSTOMER activates ITEMS. Guarantees include the correction of functional errors in the software code at the written request from CUSTOMER about the correction of the errors within the framework of functional characteristics of ITEMS.

7.2. Demonstration period of the ITEMS operation is considered to be a period prior to the activation of ITEMS by CUSTOMER, but this period should not last more than 14 days from the moment the ITEM was installed by CUSTOMER on the workstation of CUSTOMER. Guarantees do not cover the demonstration period.

7.3. Guarantees on ITEMS are considered to be cancelled in case CUSTOMER violates paragraph 8.2.4 of the present agreement.

Article 8. Rights and obligations of the parties.

8.1. SELLER is obliged to:

8.1.1. not disclaim any private information of SELLER and not give access to this information to any third parties, except for the cases that are contemplated by Russian legislative system.

8.1.2. provide CUSTOMER with the opportunity to get free of charge telephone tutorial over the phones, shown on the web-page of the online store (WWW.IFS-COMPANY.COM/SHOP). The sphere of the tutorial is limited to the exact questions connected to the execution of order.

8.1.3. SELLER reserves the right to change the present agreement unilaterally prior to the effective date.

8.2. CUSTOMER is obliged to:

8.2.1. prior to the effective date of the AGREEMENT to familiarize with the content of the formal offer, terms of payment and delivery on the web-page of the online store (WWW.IFS-COMPANY.COM/SHOP).

8.2.2. provide truthful information about oneself (Last, first and middle names, contact telephone number, e-mail address) and reference details for the delivery of ITEMS.

8.2.3. accept and pay ITEMS in the time-period mentioned in the present agreement.

8.2.4. not to perform any actions with ITEMS that are aimed at changing, modifying, getting the access to the software code of ITEMS, as well as any other actions with the software code of ITEMS.

Article 9. Responsibility of the parties and dispute resolution.

9.1. The parties bear the responsibility for failure to perform or improper performance of obligations under the terms of the present AGREEMENT and current legislation system of the Russian Federation.

9.2. SELLER does not bear responsibility for the delivery of the ORDER in case CUSTOMER indicated the incorrect delivery address.

9.3. SELLER does not bear responsibility in case the application properties of ITEMS don't meet CUSTOMER's expectations.

9.4. SELLER does not bear responsibility for partial or total failure to properly perform the obligation of the ITEMS delivery in case this is the result of force majeure events.

9.5. By placing the order CUSTOMER bears responsibility for the truthfulness of the information about himself and also admits that he familiarized himself with the terms of the present agreement and agrees to them.

9.6. All the disputes and controversies that may arise from the execution of the obligations under the present agreement, are carried out by means of negotiations. In case the adjustment of disputes by means of negotiation is impossible, the party that considers it's rights to be violated, should send a written complaint to the second party on the address provided: for SELLER – in the text of present agreement, for CUSTOMER – in the text of ITEMS order. Complaint response time equals 15 (fifteen) consecutive days from the moment of the receiving by the party. In case there is no possibility to resolve differences, PARTIES have a right to refer to the court for legal protection of interests.

9.7. SELLER does not bear responsibility for the inappropriate use of items by CUSTOMER, ordered in online store.

9.8. SELLER has a right to transfer rights and obligations to carry out the execution of the order to third parties.

9.9. SELLER has the right to record any telephone conversations with CUSTOMER. According to paragraph 4 article 16 of the Federal law "On the information, informational technologies and protection of information" SELLER is obliged to: prevent any attempts of unauthorized access to information and/or transferring it to bodies, that do not directly recourse to the remote parties, duly disclose and terminate such actions. Telephone conversations are recorder in order to control the actions of SELLER and perform quality control of the orders' fulfillment.

9.10. According to article 436 of the Civil Code of Russian Federation present formal offer is not considered to be irrevocable. SELLER has the right to refuse to place the order to bodies that express disagreement with the terms of the present agreement.

9.11. Right of ownership on the order as well as the risk of its' accidental damage or destruction are transferred to CUSTOMER from the moment ITEMS are transmitted to CUSTOMER.

Article 10. Restitution and interchange of items.

10.1. The demand of CUSTOMER to retribute or interchange ITEMS is subject to satisfaction in case ITEMS were not activated and all the documents that prove the fact of purchase of these ITEMS in the online store WWW.IFS-COMPANY.COM/SHOP are retained.

10.2. Response time on this kind of demand equals 14 (fourteen) days from the moment of the transferring of ITEMS to CUSTOMER.

10.3. CUSTOMER is eager to compensate SELLER all the necessary transport expenses, that may arise from the restitution or interchange of ITEMS.

10.4. The demand of CUSTOMER to retribute/interchange ITEMS is not subject to satisfaction in case CUSTOMER violated paragraph 8.2.4. of the present agreement.

Article 11. Ownership of intellectual property.

11.1. All the text information and graphic images that are placed on the web-page of the online store are the property of SELLER and/or his suppliers and manufacturers of ITEMS.

11.2. Any exclusive, intellectual or other ownership rights on ITEMS belong to SELLER.

Article 12. Personal data.

12.1 SELLER gathers and processes personal data of CUSTOMERS (namely: last name, first name, patronymic name of customer; e-mail; MT4 company name) in order to:

- perform the conditions of the present agreement;
- deliver Customer ordered Items.

12.2. By placing the order via Internet web-page WWW.IFS-COMPANY.COM/SHOP, CUSTOMER agrees to the gathering and processing of personified data in order to perform the delivery of the ordered ITEMS and the fulfillment of the conditions under the present agreement.

12.3. While gathering and processing personal data of CUSTOMERS SELLER does not pursue any other aims except for the ones discussed in paragraph 12.1. of the present agreement.

12.4. Only the bodies that are directly responsible for the completion or orders under the present agreement (namely SELLER) might have the access to the personal information of CUSTOMERS.

12.5. SELLER is obliged to: comply with confidentiality requirements in regard to the personal data of Customers; not allow any attempts of unauthorized use of personal data of CUSTOMERS by third parties, exclude the access to personal data of CUSTOMERS any bodies that do not directly relevant to the fulfillment of orders.

Article 13. Force majeure events.

13.1. Parties are released from liability for failure to perform or improper performance of the Parties' obligations hereunder during force majeure circumstances. The term "force majeure circumstances" stands for extreme and irresistible conditions under the present circumstances, that may interfere with the fulfillment of the obligations by the PARTIES under the present agreement. Among these are acts of God (earthquakes, floods etc.), circumstances of the social life (war actions, emergency events, huge strikes, epidemics etc.), prohibitive measures of the government agencies (prohibition to deliver, currency limitations, international sanctions prohibition of trade etc.). During this time PARTIES do not have any mutual complaints and each party accepts its' own risk of the consequences that may rise due to force majeure events.

Article 14. Duration of the agreement.

14.1. Present agreement comes into action from the moment CUSTOMER approaches "IFS Company" Llc. and places the order and terminates after the total fulfillment of obligations by the PARTIES.

Article 15. Reference details of the online store.

Limited liability company "IFS Company"

Legal address: 420034, the Republic of Tatarstan, Kazan, 7 Suleymanovoy str.

Registered address of actual location: 420066, the Republic of Tatarstan, Kazan, 36 Absalyamova street - Business Centre "Nautilus", office 305.

Phone: +7(843) 211 15 95

Primary State Registration Number: 1131690053186

Taxpayer Identification Number: 1656071494

Tax registration event code: 165601001

Russian Central Bank Identifier Code: 044525974

Bank address: 123060, Moscow, 10 Perviy Volokolamskiy proezd, building 1

Payment account: 40702810610000069343 JSC "Tinkoff bank"

Correspondent account: 30101810145250000974

CEO: Garaeva Olga