

PUBLIC OFFER

on the conclusion of a service agreement

1. General Provisions

This Public Offer contains the conditions for concluding a Service Agreement (hereinafter referred to as the “Service Agreement” and/or the “Agreement”). This offer is recognized as an offer addressed to one or more specific persons, which is sufficiently definite and expresses the intention of the person who made the offer to consider himself to have concluded an Agreement with the addressee who will accept the offer.

The performance of the actions specified in this Offer is a confirmation of the consent of both Parties to conclude a Service Agreement on the terms, in the manner and to the extent set out in this Offer.

The following text of the Public Offer is an official public offer of the Contractor, addressed to the interested circle of persons to conclude a Contract for the provision of services according to the provision of paragraph 2 of Article 437 of the Civil Code of the Russian Federation.

The service agreement is considered concluded and becomes effective from the moment the Parties perform the actions provided for in this Offer, which means unconditional, just like full acceptance of all the terms of this Offer without any exceptions or restrictions on the terms of accession.

Terms and Definitions:

The Contract is the text of this Offer with Appendices that are an integral part of this Offer, accepted by the Customer by performing the definitive actions provided for in this Offer.

Conclusive actions are behaviour that agrees with the counterparty’s proposal to conclude, amend or terminate the contract. The actions consist of full or partial fulfilment of the conditions proposed by the counterparty.

The Contractor’s website on the Internet is a set of programs for electronic computers and other information contained in an information system, access to which is provided via the Internet by domain name and network address: <https://balticmini.ru/>

The Parties to the Agreement (the Parties) are the Contractor and the Customer.

Service is a service provided by the Contractor to the Customer in the manner and on the terms established by this Offer.

2. Agreement Subject

2.1. The Contractor undertakes to provide Services to the Customer, and the Customer undertakes to pay for them in the amount, procedure and terms established by this Agreement.

2.2. The name, quantity, procedure and other conditions for the provision of Services are determined based on the Contractor’s information when making an application by the Customer or are installed on the Contractor’s website on the Internet <https://balticmini.ru/>

2.3. The Contractor provides Services under this Agreement personally or with the involvement of third parties while the Contractor is responsible to the Customer for the actions of third parties as for his own.

2.4. The Agreement is concluded by accepting this Offer through definitive actions commission expressed in:

- actions related to the registration of an account on the Contractor’s Website on the Internet if there is a need to register an account;
- registration and sending by the Customer of the application to the Contractor for the provision of Services;
- actions related to payment for Services by the Customer;
- actions related to the provision of Services by the Contractor.

This list is non-exhaustive, and there may be other actions clearly expressing the person's intention to accept the counterparty's offer.

3. Rights and Obligations of the Parties

3.1. Rights and obligations of the Contractor:

3.1.1. The Contractor undertakes to provide Services according to the provisions of this Agreement, within the time and scope specified in this Agreement and (or) in the manner specified on the Contractor's Website.

3.1.2. The Contractor undertakes to provide the Customer with access to the site sections necessary for obtaining information, according to clause 2.1 of the Agreement.

3.1.3. The Contractor is responsible for the storage and processing of the Customer's personal data, ensures the confidentiality of this data and uses it exclusively for the high-quality provision of Services to the Customer.

3.1.4. The Contractor reserves the right to change the terms (period) of the provision of Services and the terms of this Offer unilaterally without prior notice to the Customer by publishing these changes on the Contractor's website on the Internet.

At the same time, the new / amended terms indicated on the Website apply only to newly concluded Contracts.

3.2. Rights and obligations of the Customer:

3.2.1. The Customer is obliged to provide reliable information about himself when receiving the relevant Services.

3.2.2. The Customer undertakes not to reproduce, repeat, copy, sell, or use for any purpose the information and materials that have become available to him in connection with the provision of Services, except for personal use directly by the Customer himself without providing access in any form to any third parties.

3.2.3. The Customer undertakes to accept the Services provided by the Contractor.

3.2.4. The Customer has the right to demand from the Contractor to return funds for unproven services, poorly rendered services, services rendered in violation of the terms of provision, just like if the Customer decided to refuse services for reasons unrelated to obligations violation on the part of the Contractor, solely on the grounds provided for by the current legislation of the Russian Federation.

3.2.5. The Customer guarantees that all the terms of the Agreement are clear to him; the Customer accepts the terms without reservations, just like in full.

4. Price and Payment Procedure

4.1. The cost of the Contractor's services provided by the Customer and the procedure for their payment is determined based on the Contractor's information when making an application by the Customer or are installed on the Contractor's website on the Internet: <https://balticmini.ru/>

4.2. All payments under the Agreement are made by bank transfer.

5. Privacy and Security

5.1. When implementing this Agreement, the Parties ensure the confidentiality and security of personal data according to the current version of Federal Law No. 152-FZ dated 07/27/2006 "On Personal Data" and Federal Law No. 149-FZ dated 07/27/2006 "On Information, Information Technologies and Information Protection".

5.2. The Parties undertake to maintain the information confidentiality and information received during the execution of this Agreement and take all possible measures to protect the information received from disclosure.

5.3. Confidential information means any information transmitted by the Contractor and the Customer during the implementation of the Agreement and subject to protection; the exceptions are listed below.

5.4. Such information may be contained in local regulations, contracts, letters, reports, analytical materials, research results, diagrams, graphs, specifications and other documents provided to the Contractor, both on paper and electronic media.

6. Force Majeure

6.1. The Parties are released from liability for non-fulfilment or improper fulfilment of obligations under the Agreement if proper fulfilment proved impossible due to force majeure, that is, extraordinary and unavoidable circumstances under these conditions, understood as prohibited actions of the authorities, epidemics, blockade, embargo, earthquakes, floods, fires or other natural disasters.

6.2. In case of these circumstances occurring, the Party is obliged to notify the other Party within 30 (Thirty) business days.

6.3. A document issued by an authorized state body is sufficient confirmation of force majeure existence and duration.

6.4. If force majeure circumstances continue to be in effect for more than 60 (Sixty) business days, each Party has the right to unilaterally withdraw from the Agreement.

7. Responsibility of the Parties

7.1. In case of non-fulfilment and/or improper fulfilment of their obligations under the Agreement, the Parties are responsible according to the terms of this Offer.

7.2. The Contractor is not responsible for non-fulfilment and/or improper fulfilment of obligations under the Agreement if such non-fulfilment and/or improper fulfilment occurred due to the Customer's fault.

7.3. The Party that has not fulfilled or improperly fulfilled its obligations under the Agreement, is obliged to compensate the other Party for the losses caused by such violations.

8. The Validity Period of the Offer

8.1. The Offer takes effect from the moment it is posted on the Contractor's website and is valid until the Contractor withdraws it.

8.2. The Contractor reserves the right to amend the terms of the Offer and/or withdraw the Offer at any time at its discretion. Information about the modification or withdrawal of the Offer is communicated to the Customer at the Contractor's choice by posting on the Contractor's website on the Internet, in the Customer's Personal Account, or by sending a corresponding notification to the e-mail or postal address specified by the Customer when concluding the Contract or during its execution.

8.3. The Agreement takes effect force from the moment of Acceptance of the terms of the Offer by the Customer and is valid until the Parties fully fulfil their obligations under the Agreement.

8.4. The changes made by the Contractor to the Agreement and published on the website in the form of an updated Offer are considered accepted by the Customer in full.

9. Additional Conditions

9.1. The Agreement, its conclusion and execution are governed by the current legislation of the Russian Federation. All issues not regulated by this Offer or not fully regulated are regulated according to the substantive law of the Russian Federation.

9.2. In the event of a dispute that may arise between the Parties during the performance of their obligations under the Agreement concluded under the terms of this Offer, the Parties are obliged to settle the dispute amicably before the start of court proceedings.

The court proceedings are conducted according to the legislation of the Russian Federation.

Disputes or disagreements on which the Parties have not reached an agreement are subject to resolution according to the legislation of the Russian Federation. The pre-trial dispute settlement procedure is mandatory.

9.3. The Parties have defined Russian as the language of the Agreement concluded under the terms of this Offer, just like the language used in any interaction between the Parties (including correspondence, provision of requirements / notifications / clarifications, provision of documents, etc.).

9.4. All documents submitted according to the terms of this Offer must be composed in Russian or have a translation into Russian certified according to the established procedure.

9.5. Inaction by one of the Parties in case of violation of the terms of this Offer does not deprive the interested Party of the right to protect its interests later and also does not mean a waiver of its rights in case one of the Parties commits similar or similar violations in the future.

9.6. If there are links to other websites and materials of third parties on the Contractor's Website on the Internet, such links are posted solely for informational purposes, and the Contractor has no control over the content of such sites or materials. The Contractor is not responsible for any loss or damage that may result from using such links.

10. Details of the Contractor

Full name: LIMITED LIABILITY COMPANY "MULTI SPORTS ACADEMY" (LLC)

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