

THE OFFER ON RENDERING SERVICES CGPORT.COM

Effective date: "16th" of May 2016.

This document (hereinafter- the Offer) defines the procedure for rendering services, and also the mutual rights, duties and the procedure for relations between the Sidzhiport limited liability company (BIN 1146196007396, ITN 6163158034) which is hereinafter referred to as "Contractor", represented by the director Babadzhanyan A. V. who is acting under the Charter, and the consumer of services, (hereinafter- the Client), accepted the Offer.

1. GENERAL TERMS

- 1.1. The Offer is the document within the meaning of article 435 of the Civil code of the Russian Federation and is sent to the Client according to its implied actions for the purpose of acquisition of the paid rate on the site cgport.com (hereinafter- the Site), on the <http://cgport.com/en/subscribe/> (here in after- Rates). On the specified page, the Client can always examine the current Rates.
- 1.2. Payment by the Client of the selected Rate testifies to the acceptance, that is the full consent of the Client with the Offer.
- 1.3. The Contractor has the right to change Rates unilaterally, thus, new Rates become effective from the moment of their publication on the Site, and the Client undertakes to get acquainted with the current Rates on the Site independently.
- 1.4. The acceptance of the Offer means also absolute acceptance by the Client of conditions of the user agreement and all its applications available to the address: <http://cgport.com/en/about/documents/> agreement and all its applications are also applicable in relationship of the Client and the Contractor within the Offer.
- 1.5. According to the Offer any capable individual registered in accordance with the terms the user agreement can be the Client.

2. THE OFFER SUBJECT

- 2.1. The Contractor assumes an obligations to render services in providing to the Client opportunity to use (to create, download) models, scenes and projects of the interior in the 3D format on the Site, on the conditions specified in the Offer, and also in the user agreement, and the Client undertakes to pay services of the Contractor.
- 2.2. The Contractor has the right to engage third parties for rendering services in the Offer, remaining responsible for their actions to the Client.

3. PROCEDURE FOR RENDERING SERVICES

- 3.1. After registration on the Site, the Client is provided with the account on the Site, the personified access to the Site, and also opportunity to add money to the account on the Site for service payment.
- 3.2. The client independently chooses the Rate, pays services of the Contractor.
- 3.3. Each Rate is limited to the number of 3D models, scenes and projects of the interior in the 2D format which the Client can create, download and use in any way, not contradicting the Offer and the user agreement.
- 3.4. Offerservices are rated monthly and include the certain amount of the content. In case of payment for several months, according to the certain Rate, the amount of available content increases proportionally.
- 3.5. After payment of the relevant Rate, the Client undertakes to use the opportunities provided by the Rate, otherwise, after the paid period, the access for the Client to use models, scenes and projects of the interior in the 3D format - is blocked.
- 3.6. When using the content of the Site (including free) the Client undertakes to comply with the current legislation of the Russian Federation, including international agreements, and also provisions of the Offer and the user agreement of the Site, otherwise, the Contractor has the right unilaterally and without notice of the Client, to undertake one of the following actions:

- issue warning to the Client, having obliged him to remedy failures in the time specified by the Contractor;
- block the Client's account.

4. SERVICES PAYMENT PROCEDURE

- 4.1. The cost of services of the Contractor is specified on the Site on the page with Rates.
- 4.2. The Client refills the account on the Site then selects the necessary Rate and clicks "Pay", after that the Client will be readdressed on the site of the payment system of www.chronopay.com. The client undertakes to examine and accept operating conditions of the indicated payment system.
- 4.3. After payment the money is converted into Russian rubles and arrives into the account of the Contractor, and the Client can see it in the account on the Site. After transfer of money on the settlement account of the Contractor, activation of the Rate, selected by the Client is made.
- 4.4. When placing the money to the account of the Contractor by means of the payment system, the commissions for service provided by emitting bank and/or the payment system are possible. The client undertakes to get acquainted with the sizes of the specified commission rates independently.
- 4.5. Obligations for payment for the Contractor services are considered performed by the Client from the moment of placing the money to the settlement account of the Contractor.

5. SERVICES DELIVERY-ACCEPTANCE PROCEDURE

- 5.1. The fact of rendering services is confirmed by the notification sent by the Contractor by e-mail to the Client after payment of the Rate.
- 5.2. The delivery and acceptance certificate of services for the paid period (hereinafter- the Act) is formed in electronic format and is displayed in the Client's account during 3 (three) bank days from the moment of the end of the relevant paid period.
- 5.3. On written requirement of the Client, the Contractor, within 10 (ten) bank days from the moment of receipt of the relevant requirement, sends to the Client the Act to the address specified in such requirement.
- 5.4. If the services found unacceptable, the Client undertakes to report arguments to the Contractor, having sent the registered mail with the assurance of receipt, within than 10 (ten) calendar days from the date of sending the mail by the Contractor and/or displaying in the Act account.
- 5.5. If motivated arguments upon rendering services did not come to the Contractor address within 10 (ten) calendar days from the date of sending the Act by mail by the Contractor and/or displaying it in the Client account, services are considered rendered completely, in proper quality, accepted by the Client, and the Act approved by the Client.
- 5.6. On written Client request of the account (invoice), acts and other accounting documents connected with the Offer are sent to the Client by mail to the address specified in the contact details on the Site.

6. LIABILITY LIMIT

- 6.1. Accepting Offer terms, the Client accurately realizes and unconditionally agrees that the Contractor is not responsible to the Client for:
 - any straight, indirect, accidental, special, mediated and punitive losses suffered by the Client in the course of use of the Site. Such losses can include but not be limited to the lost profit (both direct, and indirect), damage to goodwill and other types of non-material damage, the data loss, payment for acquisition of the replacing goods or services;
 - any losses or the damage caused to the Client, including losses and damage as a result of reliance of the Client on completeness, accuracy or reliability of any ad info or as a result of cooperation or the transaction between the Client and any advertiser or the sponsor whose promotional materials the Client has received as a result of use of the Site;
 - violations of confidentiality of the password to the personified access to the Site because of the Client;
- 6.2. The liability limit of the Contractor works regardless of, whether the Contractor knew of possible damage to the Client or not.

- 6.3. Anyway responsibility of the Contractor according to article 15 of the Civil code of the Russian Federation is limited to 10 000 (ten thousand) rubles of the Russian Federation and is charged with him in the presence of guilt in his actions.

7. USE OF THE DIGITAL SIGNATURE

- 7.1. Any actions of the Client within the Offer with use of login and the password to the account confirms the fact of forming of the simple digital signature directly by the Client.
- 7.2. The electronic documents signed with the simple digital signature are recognized as equivalent to the paperdocuments signed with the handwritten signature.
- 7.3. The client shall observe confidentiality of the digital signature (not to transfer the login and the password or to provide access to the account to the third parties), and is completely responsible for its safety and individual use, independently selecting the method of storage and access restriction to it.
- 7.4. In case of unauthorized access to login and password, their loss or disclosure to the third parties the Client shall report about it without delay to the Contractor by sending the e-mail from the e-mail address specified in the account of the Client.

8. INTELLECTUAL PROPERTY

- 8.1. All objects on the Site, including design elements, the text, graphic images, illustrations, video, computer programs, databases, music, sounds and other objects are objects of exclusive rights.
- 8.2. No objects of intellectual property, and also any content published on the Site can be used without preliminary written permission of the owner. The use is meant as all actions of the Client established under article 1270 of the Civil Code of the Russian Federation, irrespective of, whether the relevant actions are madewith a view to profit or not.
- 8.3. The Client is granted the personal non-exclusive and non-transferable right to use the software of the Site, on one computer provided that neither the Client, nor any other persons with assistance from his side will copy or modify the software; create derivative works based on the software; enter the software to obtain program codes; sell, cede, lease , transfer to the third parties in any other form of the rights concerning the software provided to the Client within the Offer and also to modify services, including for the purpose of obtaining unauthorized access to them.
- 8.4. The use by the Client paid according to the selected Rate of models, scenes and projects of the interior in the 3D format, is made according to terms of the user agreement and all its applications, and also section 3 of the Offer.

9. CLAIM AND DISPUTE SETTLEMENT PROCEDURE

- 9.1. All disagreements or disputes which can arise between the parties of the Offer shall be resolved in the pre-judicial order by negotiations, the direction of letters of claim. Complaint response time is 10 (ten) working days. The Client complaintson the Offer are accepted and considered by the Contractor only in writing.
- 9.2. The law of the Russian Federation is applied to the relations of the parties on the Offer.
- 9.3. If the consent for some or other reason is not reached during pre-court dispute resolution, the dispute following from the Offer is subject to consideration in Arbitrazh court of the Rostov Region.

DETAILS OF THE CONTRACTOR:

LLC Sidzhiport, Legal/actual address: 344022 Rostov-on-Don ,15 Krasnykh Zor St., KRASNODAR VTB 24
N 2351 BRANCH (PAO) G., BIC 040349585, C/a 3010181090000000585, ITN/CRR
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