

Public Offer Contract

Saint-Petersburg

Effective from March 27, 2017

1. General provisions

- 1.1. This document is a public offer of the LEOGRAM.com service (hereinafter called “Contractor”) and comprises all the essential terms and conditions for the provision of services (in accordance with Article 435 and part 2 of Article 437 of the Civil Code of the Russian Federation).
- 1.2. Any natural or legal person visiting the website <https://leogram.com/> and intending to purchase a service or pay for a service shall become a Customer.
- 1.3. The LEOGRAM.com service makes use of the official and unofficial API Instagram, but is not a certified or approved by the Instagram management.
- 1.4. Customer is aware that using the LEOGRAM.com service is a violation of the rules of the instagram.com social network, and, consequently, understands that Customer’s account (profile) may be subjected to sanctions, including a lifelong account termination.
- 1.5. The Website is available only to individuals who are at least 16 years old.

2. Subject of the Public Offer

- 2.1. The subject of this Public Offer is a fee-based provision of services to Customer related to promotion on the instagram.com social network.
- 2.2. Contractor may, at any time, change the terms and conditions of the services provision and the terms and conditions of this Public Offer on a unilateral basis without prior consent of Customer, ensuring publication of the amended terms on the <https://leogram.com> website at least one day prior to their entering into effect.

3. Terms and procedure of services provision

- 3.1. The services hereunder shall be provided in full on condition that Customer pays a 100 (one hundred) percent of the price thereof in advance.
- 3.2. The fact of purchase of the Information and Advisory Services shall mean an unconditional acceptance by Customer of this Public Offer Contract. Customer having used Contractor’s services shall be considered to have entered in contractual relations with Contractor.
- 3.3. Materials shall be paid for on the website <https://leogram.com/>. Payments shall be conducted via the payment services <https://www.paypal.com>, <https://kassa.yandex.ru> or <https://oplata.tinkoff.ru>.
- 3.4. When paying in foreign currency, the conversion takes place at the rate of the Central Bank of the Russian Federation.
- 3.5. Following payment, Customer will receive the service of the automatized promotion on the instagram.com social network according to the specified service settings within 30 minutes (usually sooner).
- 3.6. In case Customer has paid but did not receive the service, Customer should contact Customer Support at support@leogram.com and provide materials confirming the fact of payment.
- 3.7. This contract shall have the effect of a Service Provision Certificate. Acceptance shall be performed without signing certificates.
- 3.8. Contractor reserves the right to switch off Customer without refund in case of any violation of the rules of behavior when posting comments, such as the incitement of ethnic hatred, spamming, posting of advertisements, use of expletives, offensive behavior, or insulting an author or participants.

3.9. In order of schedule, Contractor can automatically charge money from the Customer's bank card or from Customer's PayPal account in order to extend the subscription to the Contractor's service if the Customer agrees to this in advance by subscribing to the Contractor's services in his personal cabinet on leogram.com.

3.10. The periodicity of charges depends on the number of accounts that Customer promotes in the system - the more accounts, the smaller the interval. Each account spends 1 day of the paid subscription.

3.11. A day before the next automatic payment, Contractor can notify Customer via E-mail that tomorrow he will try to renew Customer's subscription to the service by charging money from Customer's bank card or PayPal account. Example: if we have a user who has 7 accounts added in the system, and 35-days subscription, Contractor will try to charge money for the subscription extension every 5 days.

3.12. Customer can unsubscribe at any time, and Contractor will no longer charge money.

4. Terms and procedure of refunds

4.1. Customer may terminate the provision of fee-based services and demand a refund in proportion to the number of unused days, without taking into account any bonus days.

4.2. If any problems arise in the service operation, Contractor guarantees a refund to Customer on a demand sent to the email address specified in clause 3.6 in case if VPNoxy application (Leogram Utility) and mobile Verification application are not working for Customer, and LEOGRAM cannot do likes/comments/followings/unfollowings no matter what.

5. Liability of the Parties

5.1. Contractor shall not be liable for the impossibility to service Customer for reasons related to a break-down of the Internet channel, any piece of equipment or software on the part of Customer.

5.2. In the event that registration data (email address) contains inaccurate or incomplete data, Contractor shall not be liable to Customer for providing information to third persons instead of Customer due to such faulty data.

5.3. Contractor shall not be liable for the mode in which Customer uses the service received and results of use thereof by Customer. Contractor shall not be liable for improper comments, automatically posted to photos, since Customer decides by itself what kind of photographs LEOGRAM is supposed to look for, and gives its own instructions as to what kind of comments LEOGRAM is supposed to use.

5.4. Contractor is not liable for any Customer's actions and their consequences when he use Leogram services. Using the Contractor's services, Customer authorizes the Contractor to interact with Instagram on behalf of the Customer (on behalf of the Customer's Instagram account), so the Customer is liable for all possible retaliations that Instagram can apply to the Customer's Instagram account. Contractor is not liable if Customer's Instagram account is locked, blocked or banned.

5.5. The total liability of Contractor under the Public Offer Contract, under any claim or demand in respect of the Public Offer Contract or performance hereof, shall be limited by the sum paid by Customer to Contractor under this Public Offer Contract.

5.6. The Parties shall bear liability for improper performance or failure to perform their respective obligations under this Public Offer in accordance with the applicable legislation of the Russian Federation.

6. Term and amendment of this Public Offer Contract

6.1. This Contract shall enter into force and become effective as of the time of execution hereof (Public Offer Acceptance) and remain in force and effect until the Parties have performed their obligations.

6.2. All disputes and differences shall be resolved by way of negotiations between the Parties.

6.3. All issues unprovided for by this Public Offer Contract shall be resolved in accordance with the applicable legislation of the Russian Federation, or General Data Protection Regulation law of the European Union in case if the Customer is from Europe.