**Services Agreement (Public Offer)**

This Agreement constitutes a Public Offer by TOPFRANCHISE LLC (hereinafter referred to as the “Contractor”, TopFranchise.com) for services related to publishing information on TopFranchise.com website (hereinafter also referred to as the “Website”), hereinafter referred to as the “Services”, provided to legally capable individuals, legal entities and self-employed entrepreneurs (hereinafter referred to as the “Customers”). In case of acceptance of the Public Offer, the Customer and the Contractor shall be considered having concluded the Agreement for provision of the Services with the conditions provided in this document (hereinafter referred to as the “Agreement”).

This Public Offer does not require signing and does not have to be stamped by the Customer while maintaining full force and effect.

**Terms and Definitions**

**TopFranchise.com** — TOPFRANSHISE Limited Liability Company, Primary National Registration Number (OGRN) 1177746461958.

**Customer** — a User who engages TopFranchise.com to publish an Offer to enter into a deal with the User with regards to a Franchise, and other data.

**Request** — a message left by a Client on the Website page in case of an interest in purchasing the Customer’s franchise. The Request shall be considered effective if it contains a valid telephone number or an e-mail address of the Client.

**Client** — a User who reviewed the Offer, published by the Customer, interacted with the Customer with regards to the Offer, and made the Request in the Personal Area.

**Personal Area** — the Customer’s private section on TopFranchise.com, associated with the Customer’s member account on Website, where the Customer can manage certain Services of TopFranchise.com on the conditions, offered by TopFranchise.com.

**User** — a visitor of the Internet resources, including TopFranchise.com.

**Offer** — an information message with a notice of the franchise provision (including contact information, images and any other associated data) published by the Customer on TopFranchise.com and addressed to the public at large.

**Registration** — an aggregate of actions pursuant to the guidelines published on TopFranchise.com, including submission of registration details and other data, taken by the Customer via a dedicated TopFranchise.com user interface form to register a Personal Area and obtain an access to certain Services offered by TopFranchise.com.

**Website** — an Internet resource representing an aggregate of information, contained in the information system, and copyrighted material (including PC software, data base, graphic design of interface, etc.), which can be accessed from various user devices connected to the Internet via a dedicated software (browser) for viewing web pages at [www.TopFranchise.com](http://www.topfranchise.ru/) addresses (including domains of the next levels, associated with these addresses).

**Data** — any materials and information, submitted by the Customer to TopFranchise.com in connection with utilization of TopFranchise.com.

**Services** — functionality, services, tools accessible to the Users on the TopFranchise.com.

**Registration details** — individual username (e-mail address) and password, assigned individually by the Customer during registration on the Website, or changed later by the Customer in the Member Area, used to access the Member Area upon login on TopFranchise.com.

**1. General Provisions**

1.1. Under this Agreement TOPFRANCHISE LLC provides the Customer with the Services for publishing information regarding the Offer and other Data on the Website pursuant to the terms and conditions contained herein.

1.2. This Public Offer shall be considered accepted by the Customer, and the Agreement between TOPFRANCHISE LLC and the Customer shall be considered in effect from the date of payment for the Services in accordance with the procedure set forth herein or in a respecting section of the Website.

1.3. By paying for the Services, a legal entity or an individual thereby confirms the acceptance of the below terms and conditions of the Offer and becomes the Customer. The Contractor and the Customer are the Parties of the Offer.

**2. Obligations of the Parties**

2.1. Obligations of TOPFRANCHISE LLC:

2.1.1. Provide the Customer with the Services pursuant to Article 1.1 hereof.

2.1.2. Guarantee the Website availability for the duration of this Agreement, except for the failures in case of force-majeure, conditions specified in Article 4.3. hereof, and other conditions that could not be predicted and/or avoided by the Contractor.

2.1.3. Provide the Customer with access to the statistical data via the Member Area by assigning a username and a password (sent to the e-mail address).

2.1.4.  Include the information about the Offer in the mailing list from the Website subscribers minimum once every 2 months.

2.1.5. Upload 3 videos, maximum 20 images in JPEG or GIF formats provided by the Customer to the Website and allow the Customer to publish articles and news on the Website.

2.1.6. Publish an Offer announcement on the Website main page for minimum 7 days during the entire publishing period.

2.1.7. Provide consulting services aimed at improving the Customer’s information attractiveness to the Clients and increasing the number of Requests in the Member Area.

2.1.8.  Make modifications on the Customer’s page not more than 1 time per month.

2.1.9. Perform SEO-optimization of the Customer’s page for target queries.

2.1.10. Show Clients’ Requests in the Customer’s Personal Area.

2.2. Obligations of the Customer:

2.2.1. Make payments for the Services at the rates applicable at the time of payment and pursuant to the terms and conditions specified herein, as billed by TopFranchise.com.

2.2.2. Guarantee that the trade mark rights and any other rights for any text, audio, photographic and video materials, provided by the Customer for publishing on the Website, belong to the Customer in accordance with the Laws of the Russian Federation.

2.2.3. Supply Data on the Customer’s Services (text, video and photographic materials) in accordance with TopFranchise.com requirements, herewith the said Data shall not:

●     Be false, inaccurate or misleading;

●     Contribute to fraud, false representation or abuse of confidence;

●     Lead to deals involving stolen or counterfeit products;

●     Violate proprietary rights or trespass upon property of thirds parties, their confidential information or rights of privacy;

●     Contain information that might harm someone’s honor, dignity or business reputation;

●     Contain defamation or threats to anyone;

●     Encourage committing a crime, and incite ethnic hatred;

●     Contribute, support or advocate for terrorist and extremist activity;

●     Be indecent or be of pornographic nature;

●     Contain computer viruses and any other software designed, in particular, for causing harm, enabling unauthorized access, covert interception or appropriation of data in any system, or the system itself, or any part thereof, private or any other data (including that belonging to TopFranchise.com of other Users);

●     Cause harm to TopFranchise.com and trigger a full or partial loss by TopFranchise.com of the services provided by the Internet providers or any other parties;

●     Violate the intellectual rights of third parties, citizen’s right to image and other material and incorporeal rights of the third parties;

●     Violate the Laws of the Russian Federation in any other way.

2.2.4. Comply with requirement to the content of the Offer and the Data, including requirements applying to format and other technical characteristics of the photographic images and videos, contained in the Offer.

2.2.5. At TopFranchise.com’s request provide the latter with information and documents, required for identification of the Customer as a party to the Agreement, including when the Customer submits requests, notifications, etc. to TopFranchise.com.

2.2.6. Act in strict compliance with the applicable laws and bear full responsibility, as set forth by the Laws of the Russian Federation, for own actions or failure to act on TopFranchise.com and in course of using the Website.

2.2.7. Use the TopFranchise.com Services only for the purposes these Services are intended for by TopFranchise.com. The Customer shall not be allowed to use the Services and any other information, obtained on the Website, for purposes other than intended.

In the event of the discovery of violations, and receiving reports of such violations by the thirds parties, or discovery of cumulative evidence, that might in the opinion of TopFranchise.com indicate any violations, TopFranchise.com may opt to suspend or withdraw the Customer’s access to any of the Services, including rejection or blockage of the Offer and/or access to the Personal Area.

At TopFranchise.com’s sole discretion any blockage of the Offers, Data and/or accounts on the Website may be on temporary or permanent basis subject to the amount and number of the Customer’s violations of the Website usage regulations. If the Customer remedies the breaches TopFranchise.com may restore the previously suspended Offer, Data or the Customer’s access to the account on the Website.

2.2.8. Refrain from using, distributing, reproducing and/or retrieving (manually or automatically with any software) any materials or information from TopFranchise.com (including Offers, franchise description narratives, photographic images, etc.) without TopFranchise.com’s permission.

2.2.9. The Customer shall also:

* Refrain from taking any actions that might lead to disproportionately heavy load on TopFranchise.com’s infrastructure;
* Refrain from copying, reproducing, modifying and making public any information, contained in TopFranchise.com (with the exception of the Customer-provided data), without prior written consent of TopFranchise.com and any third party;
* Avoid obstructing the operation of TopFranchise.com and functioning of automated systems or processes with the purpose of blocking or restricting the access to TopFranchise.com.

2.2.10. In order to preclude or prevent the violation of the terms and conditions contained herein and/or infliction of any damage to TopFranchise.com. (e.g., DDoS attacks or other hacker attacks, usage of software not authorized by TopFranchise.com, etc.) TopFranchise.com may restrict the Users’ or third parties’ access to TopFranchise.com by blocking certain IP addresses or ranges of IP addresses.

2.2.11. By obtaining access to TopFranchise.com the Customer thereby grants its consent to receive the promotional information published on TopFranchise.com by thirds parties. The Customer understands and accepts that TopFranchise.com does not determine the content and shall not be held responsible for such information, including websites that may be linked to in the respective materials.

2.2.12. The Customer of TopFranchise.com undertakes not to make use of any data, provided by any other Customer, without written consent of the party providing such Data, or without confirming the right to use such Data by any other way. All the Data received by the Customer in regards to other Customers in course of using TopFranchise.com may only be used to conclude and support the deals associated with the Offers. Thus, the Customer shall not be allowed to use the e-mail address and/or telephone number of any other Customer for direct promotional mailing or sending any other undesirable electronic messages, and for other unlawful actions, or actions taken without the knowledge or consent of the other party.

2.2.13. In case the Customer has claims to any other Customer in connection with the usage by the latter of the Services and/or any Offers, published by such Customer, the Customer shall raise such claims with the respective party (Customer) and solve such claims directly without involving TopFranchise.com.

2.2.14. The Customer undertakes to exercise due diligence in working with the Clients, and take responsibility for the decisions on the deals.

**3. Payment Procedure**

3.1. The Customer orders the Services in the Customer’s Personal Area (hereinafter referred to as the “Personal Area”) on TopFranchise.com access to which is granted to the Customer upon registration on TopFranchise.com, or through other tools available on TopFranchise.com.

3.2. The cost of the Services is determined at the time of order based on the specification (category, number, period, size, etc.), and is communicated to the Customer via e-mail. The Contractor gives the Customer the right to perform the payment for the Services in US dollars or Euro at the Customer’s discretion. The cost of the aid Services cannot be unilaterally changed by TopFranchise.com.

3.4. The Customer performs the payment for the Services under this Agreement by wire transfer to TopFranchise.com’ bank account against an invoice issued by TopFranchise.com via e-mail. The payment can also be performed by legal entities and self-employed entrepreneurs using a corporate bank card, issued in the name of the respective legal entity or the self-employed entrepreneur. A legal entity Customer can perform the payment for the Services hereunder by any means available in TopFranchise.com interface.

The method of payment is chosen by the Customer at own discretion and with no liability to TopFranchise.com. Safety, confidentiality and any other issues, associated with the payment methods chosen by the Customer, fall beyond the limits of this Agreement and shall be governed by the agreements between the Customer and respective organizations.

3.5. The Customer shall perform the payment for the Services indicating the name and the Tax Identification Number (INN) (for the legal entities and the self-employed entrepreneurs) and/or any other details for payment identification. When making a wire transfer payment against the issued invoice the Customer shall indicate the details from the invoice in the payment. In case of failure to indicate and/or failure to correctly indicate the details, specified in this Article, TopFranchise.com shall have the right to consider the Customer’s payment obligations not duly fulfilled, or identify the payment with details from own data base. TopFranchise.com shall not be held liable for the losses which the Customer and/or any third parties may suffer in the event of indication of incorrect payment details.

3.6. Name, legal address, mailing address, INN number, KPP (Reason for Registration code), contact details and other information (hereinafter referred to as the “Customer’s details”) indicated in the payment documents, service acceptance reports and other documents, generated by TopFranchise.com, shall be taken from the details provided by the Customer.  In the event of any changes in the Customer’s details the Customer shall immediately notify TopFranchise.com of such changes in due form, attaching any documents, confirming the changes, as may be requested by TopFranchise.com. TopFranchise.com shall have the right to validate the Customer’s details by cross-checking with the Unified State Register of Legal Entities (Self-employed Entrepreneurs), and in the event of discrepancies correct the respective details, using the Customer-provided INN number as identifier.

3.7. For the purposes of Article 1.2 hereof the payment under this Agreement shall be considered made once the TopFranchise.com’s bank account is credited, or, in the event of using electronic funds, once TopFranchise.com receives verification of payment from the respective payment system.

3.8. Hereby the Customer confirms, that the fact of payment against an invoice, issued via e-mail in accordance with the provisions of Article 3.4 hereof, represents the confirmation of delivery of the contractual Services in full.

**4. Services Provision Procedure and Responsibilities**

4.1. Prior to ordering and paying for the Services the Customer shall thoroughly familiarize with the requirements to information publishing on the Website and any other documents, governing the TopFranchise.com operation. Acceptance of this Public Offer confirms the fact of such familiarization and the Customer’s agreement with the specified requirements.

4.2. TopFranchise.com undertakes to take all reasonable efforts to duly provide the Services, however shall not be held liable for the failure to do so in following cases:

● Technical malfunction of public communication links utilized to provide access to the Services, or loss of Internet access, until such malfunction is rectified or the access is restored, respectively;

● Indications of unauthorized access to the Customer’s Personal Area, for the duration of such conditions;

● As specified in Article 2.2.10 hereof;

● Conditions classified as force-majeure, for the duration of such conditions.

4.3. TopFranchise.com shall have the right to promptly and without prior notification to the Customer suspend the provision of the Services in case of breach by the Customer of any of its obligations under this Agreement or other documents, governing the operation of TopFranchise.com, until such breaches are rectified.

4.4. In the event the Customer suffers losses at TopFranchise.com’s fault, TopFranchise.com shall be liable for an amount not to exceed the cost of the Services ordered and paid, but not received by the Customer due to TopFranchise.com’s fault.

4.5. TopFranchise.com shall not be held liable for any other Customer’s losses and/or expenses, including loss of profit and indirect losses, which the Customer suffered for the reasons including publishing of Offers and Data in beach of the requirements to published materials, Services terms and conditions, and other documents regulating the operations of TopFranchise.com.

4.6. TopFranchise.com shall not be held liable for the losses, suffered by the Customer as a result of inability to use the Services due to errors, omissions, interruptions in service, deletion of files, defects, delays in service or data transfer, and for other technical reasons, and due to inappropriate quality of the public communication links, utilized to provide access to the Services.

4.7. The Customer has been notified and accepts, that part of the operations, including (but not limited to) operations associated with receiving payments for the Services, are not controlled or monitored by TopFranchise.com personally or via any third parties, and that Franchise.com shall not be held liable for transfer and/or receipt of the Customer’s payment for the Services.

4.8. TopFranchise.com shall not be vested with any obligations for notifying any third parties of the Customer’s loss of access to the Personal Area and of the potential consequences, resulting from lack of any such notification.

4.9. TopFranchise.com shall respond only to the Customer’s messages sent from the contact e-mail address specified by the Customer in registration on TopFranchise.com, or specified later by the Customer in the Personal Area. The Customer may change the contact e-mail address in the registration data base via the Personal Area.

4.10. Actions, performed using the Customer’s username and password, will be considered as performed by the Customer and taking an effect of a simple electronic signature. The Customer shall be liable for any actions taken with the Customer’s username/password on TopFranchise.com, e-mail address, telephone number (including employees’ and third parties’ actions), for the safety of the username/password, and for the losses that may be associated with an unauthorized usage of the Customer’s Personal Area and the simple electronic signature. In the event of theft/loss of the username or the password the Customer shall at own discretion take necessary actions to change the password and secure the access to the Personal Area and/or the Services. TopFranchise.com shall not be held liable for any third parties’ actions resulting in theft/loss of the Customer’s username or password, and for any other expenses, damages and/or loss of profit suffered by the Customer due to the unauthorized access to the Customer’s Personal Area by any third parties.

4.11. Hereby the Customer confirms that the fact of execution of a command (click, keystroke, etc.) in TopFranchise.com interface signifies an expression of the Customer’s will towards an order and/or Services activation in accordance with the price rates and other Services parameters specified on TopFranchise.com.

4.12. TopFranchise.com reserves the right to unilaterally amend (supplement) the Agreement terms and conditions. Any amendments (supplements) to the Agreement shall come into effect on the date the new revision of the Agreement is published on TopFranchise.com. The Customer shall at own discretion and on regular basis study the existing revision of the Agreement published on TopFranchise.com. Continued utilization of the Services upon the effective amendment (supplement) of the Agreement signifies the Customer’s acceptance of all the amendments.

4.13. TopFranchise.com shall have the right to use the Customer’s contact details specified in the Personal Area to send notifications the Customer related to performance of this Agreement, including notifications on the remaining Services validity period, extension methods and other information messages relating to the Agreement, via SMS or e-mail messages. At own discretion TopFranchise.com determines the length and content of such messages, and sending time.

**5. Claims Review**

5.1. Prior to taking legal actions the Customer, registered on the Website as a legal entity or a self-employed entrepreneur, shall follow an extrajudicial settlement procedure by delivering a written claim to TopFranchise.com, accompanied by the documents confirming the circumstances and demands, referenced by the Customer. Such claims shall be reviewed within no more than 30 (thirty) days from the date of receipt thereof by TopFranchise.com. In the event the Customer does not receive TopFranchise.ru’s response to the claim within the specified period, or in case of TopFranchise.com’s refusal to satisfy the Customer’s reasonable claims, the Customer may appeal to the court.

**6. Duration**

6.1. The Agreement comes into effect from the date of the Public Offer acceptance pursuant to Article 1.2 hereof, and remains in force until terminated, pursuant to the procedure specified herein, and/or until the expiration of the Services validity period.

6.2. TopFranchise.com shall have the right to unilaterally abandon the performance of the Agreement at any time, fully or partially, by notifying the Customer via the TopFranchise.com interface, by e-mail or any other way.

6.3. In the event of the Customer’s breach of the Agreement terms and conditions, the Customer’s materials, published on TopFranchise.com, may be rejected and/or blocked, and the access to the Personal Area may be withdrawn (blocked) without giving specific notification to the Customer.

6.4. The Agreement can be early terminated in the event of the Customer’s Personal Area access withdrawal (blockage) due to the breach of the Agreement terms and conditions by the Customer, or at the Customer’s request. In the event of Agreement termination due to breach of the terms and conditions thereof the Customer shall not be entitled to compensation of the remaining balance of the payment from TopFranchise.com. TopFranchise.com does not perform reimbursement of the performed Services costs. In all other cases the unexpended balance of the funds may be reimbursed over the written request by the Customer, in the form specified on TopFranchise.com, via the payment method (payment system) used to make the payment for the Services, and in the event of inability to use such a method - by another method, chosen by TopFranchise.com. In case the Contractor applies for reimbursement of the unexpended balance, and at the TopFranchise.com’s request, the Customer shall identify itself as a party to the Agreement by taking actions, specified in the Support Service guidelines (send a request from the e-mail address, specified in the Customer’s Personal Area, etc.), and submit the required information and documents (including those required to identify the Customer, documents confirming the payments by the Customer, etc.). The unexpended balance of the funds shall be reimbursed within 45 (forty-five) calendar days from the date the Customer delivers all the information and documents pursuant to the provisions in this Article. The above reimbursement time can be extended in the event the Customer provides insufficient documents and information, required fir the reimbursement of the unexpended balance of the funds, or due to conditions beyond the control of TopFranchise.com (payment system operations, etc.). In case the Customer fails to provide all the documents and information, required for reimbursement of the unexpended balance, the request for reimbursement can be rejected.

6.5. The Agreement constitutes all the conditions agreed between the parties in regards to the subject hereof, and supersedes all previous communications, representations and agreements between the parties in regards to the subject hereof, unless otherwise is specifically agreed upon by the parties.

**7. Address and Bank Details of TopFranchise.com**

Name: Limited Liability Company TOPFRANCHISE
Legal Address: Office 1, Room 8, Building 8, 34 Marksistskaya Street, 109147 Moscow
Mailing Address: Office 1, Room 8, Building 8, 34 Marksistskaya Street, 109147 Moscow

OGRN: 1177746461958
INN: 9709000423
KPP: 770901001
Account: 40702810301500008048
BRANCH OF OTKRITIE FINANCIAL CORPORATION PJSC BANK
Correspondent Account: 30101810845250000999
BIC: 044525999

General Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ /V.G. Bolshakov/