

## PUBLIC OFFER

### **Provision of services to ensure participation in the 19th Congress of Russian Society of Holter Monitoring and Noninvasive Electrophysiology (ROHMINE), 11th All-Russian Congress "Clinical Electrocardiology", 4th All-Russian Conference of FMBA pediatric cardiologists of Russia April 25-26, 2018, Rostov-on-Don, Russia**

Ltd. "Trialogue", hereinafter referred to as the "Contractor", enters into this Agreement with any person, hereinafter referred to as the "Customer". This Agreement is a services agreement concluded by means of the Public Offer, and regulates the provision of services and obligations arising between the Contractor and the Customer. The text of this Agreement is available on the Internet at <http://www.2018.rohmine.org> and <http://www.rohmine.org>.

#### **1. Definitions**

- 1.1 "Event"** means the 19th Congress of Russian Society of Holter Monitoring and Noninvasive Electrophysiology (ROHMINE), 11th All-Russian Congress "Clinical Electrocardiology", 4th All-Russian Conference of FMBA pediatric cardiologists of Russia (April 25-26, 2018, Rostov-on-Don, Russia) held by the Russian Society of Holter Monitoring and Noninvasive Electrophysiology (ROHMINE) and arranged by Ltd. "Trialogue". Information on the events is available at <http://www.2018.rohmine.org>
- 1.2 "Web page"** means an Internet resource located at: <http://www.2018.rohmine.org> and <http://www.rohmine.org>, which contain the information about the event.

#### **2. Subject of the Agreement**

- 2.1.** The subject of this Offer is provision of services to the Customer visiting the Event on the terms and conditions of this Offer and in accordance with the tariff plans, published on the Web page <http://www.2018.rohmine.org>.
- 2.2.** Acceptance of the Offer is payment of services in the manner determined by the rates and terms of payment.
- 2.3.** Order of services by the Customer is an unconditional acceptance of the terms and conditions of this Agreement. If the Customer pays for services, he is considered to be bounded by this Agreement with the Contractor. At the written request of the Contractor, the Customer should sign the Services Agreement.

#### **3. Rights and obligations of the Parties**

- 3.1.** The Contractor is obliged to:
- 3.1.1.** Provide the Customer with services, according to the requirements stipulated by this Agreement from the moment the Parties sign this Agreement.
- 3.1.2.** Inform the Customer on any changes regarding the Events by posting information about the changes on the Web page.
- 3.1.3.** Provide the Customer with information on the cost of services and payment options. In case of payment order through the payment terminal to provide the Customer with information on the amount of payment, consistent with the payment systems involved in the process of payment.
- 3.1.4.** Avoid disclosure of any personal information of the Customer and provision of access to this information to third parties, except as required by law.
- 3.2.** The Company shall have the right to:
- 3.2.1.** Require the Customer's full consent to the terms and conditions of the Offer. Without the Customer's acceptance of the terms and conditions of the Offer to refuse to provide services to the Customer.
- 3.2.2.** Require from the Customer full payment for services.
- 3.2.3.** Use third parties to receive payments for services.

**3.2.4.** Unilaterally change this Agreement and cost of services by publishing the respective information on the Web page.

**3.2.5.** Disable and enable service for preventive maintenance on the server and other equipment used in the provision of services at convenient time, informing the Customer on the Web page.

**3.2.6.** The Contractor reserves the right not to fulfill the services in the event of force majeure (paragraph 6 of this Agreement).

**3.3.** Customer agrees to:

**3.3.1.** Prior to the conclusion of this Agreement read its terms and conditions and the cost of services on the Web pages <http://www.2018.rohmine.org> and <http://www.rohmine.org>.

**3.3.2.** Accept the terms and conditions of the Offer.

**3.3.3.** Put the actual contact information when ordering services.

**3.3.4.** Check the accuracy of all data required for payment when making an order. If the Customer refuses to provide the required data, the Contractor shall have the right to refuse to provide services.

**3.3.5.** Pay in full the cost of services by way of payment given on the Web page and within the period specified by the Contractor in the course of registration payment.

**3.4.** The Customer has the right to:

**3.4.1.** Order services on the Web page. The Customer acknowledges that in the case of receiving the Contractor's services, the Customer fully and unconditionally accepts the terms and conditions of the Offer, regardless of the manner in which services are ordered.

**3.4.2.** Select the method of payment from the options listed on the Web page.

**3.4.3.** Independently verify the order details before its placing. The Customer is solely responsible for the accuracy and legitimacy of the use of the data when booking tickets.

#### **4. Refunds**

**4.1.** Refunds shall be made only in case of cancellation, replacement or adjournment of the Event in accordance with the rules set by the Event organizer.

**4.2.** In case of cancellation of the Event the Customer shall be refunded the cost of services in the order published on the Web page.

#### **5. Liability and Dispute Resolution**

**5.1.** The Contractor shall not be liable in the event of non-performance or improper performance of services on its part or on the part of third parties, arising due to the unreliability, failure or delay in confirming the information provided by the Customer and arising as a result of other Customer's violations of the terms and conditions of the Offer.

**5.2.** The Contractor shall not be liable in the event of the Customer's failure to attend the Event due to the circumstances beyond the control of the Contractor.

**5.3.** The Contractor shall not be liable for non-compliance of the Event to the Customer's expectations and his subjective assessment.

**5.4.** The Parties shall make every effort to reach agreement on controversial issues through negotiations. If they can not reach agreement by negotiation, the disputes shall be referred to the Court of Arbitration.

**5.5.** All other matters not provided for in this Offer shall be governed by the legislation of the Russian Federation. All disputes arising out of the provisions of the Offer will be resolved in the courts of the Russian Federation in accordance with the current legislation of the Russian Federation.

#### **6. Force Majeure**

**6.1.** The Parties are not responsible for the complete or partial failure to fulfill their obligations under the Agreement if such failure was caused by force majeure, i.e. extraordinary and unavoidable events under the given conditions.

**6.2.** Force Majeure, in particular, includes: natural disasters, acts of war, national crisis, strikes in the industry or region, the actions and decisions of public authorities, failures arising from telecommunications and energy

networks, the effect of malicious software, as well as the unscrupulous actions of third parties expressed in actions aimed at unauthorized access and / or disabling the software and / or hardware system of each Party.

## **7. Change and Termination**

**7.1.** This Agreement shall enter into force on the date of payment by the Customer and is valid until the end of the Event.

**7.2.** The Contractor shall have the right to unilaterally, without giving reasons withdraw from this Agreement.

**7.3.** The Customer has no right to unilaterally withdraw from this Agreement after acceptance of its terms and conditions.

**7.4.** The Contractor shall have the right to change the terms and conditions of this Agreement and its Annexes, introduce new Annexes to this Agreement without notice to the Customer. The Customer, knowing the possibility of such changes, agrees with the fact that they could be made. If the Customer continues to use services of the Contractor after such changes, it means the Customer's acceptance of the updated terms and conditions of the Agreement.

## **8. Privacy Policy**

**8.1.** The Customer guarantees the confidentiality of the data provided for the purpose of payment.

**8.2.** The Customer is responsible for maintaining the confidentiality of his login name (login) and password and for all activities that occur under that name (login) and password. The Contractor shall not be responsible and shall not reimburse losses caused by unauthorized use of the Customer's identification data by third parties.

## **9. Details of the Contractor:**

### **Beneficiary Customer**

Rozhdestvenka str., bld.1, 6/9/20, office II,  
room 24, 107031, Moscow, Russia  
Account: 40702978000001003058

### **Beneficiary Bank**

VTB 24 (JSC), Moscow, Russia  
SWIFT: CBGURUMM

### **Intermediary Bank**

VTB Bank (Deutschland) AG  
Fr/Main, Germany  
SWIFT: OWHBDEFF

### **Correspondent account in Intermediary Bank**

0104157391

### **Intermediary Bank**

Deutsche Bank AG, Fr/Main, Germany  
SWIFT: DEUTDEFF

### **Correspondent account in Intermediary Bank**

100947525200

### **The General Director**

Natalia V. Usova