## **PUBLIC OFFER**

about signing the agency contract (the public offer of Limited liability company Nordavind-Dubna)

## 1 PREAMBLE

The present document is official proposal (public offer) of Nordavind-Dubna Limited liability company, called further "The Administrator of service", addressed to any person further called "Customer" to sign the Agency contract, called further the "Contract", on the conditions stated below.

## **2 TERMS AND DEFINITIONS**

In the present public offer the terms and definitions mentioned below are used both in the singular and plural, in the following meanings:

- 2.1 **The electronic service Cardiocloud** electronic service, which provides access of the Medical organization to medicobiological information placed by the Administrator of service at the request of the Customer and formation of the Doctor's opinion.
- 2.2 **The Customer** the person who applies to the Administrator of service for placing his medicobiological information on electronic service Cardiocloud for the purpose of obtaining the the Doctor's opinion.
- 2.3 **The Administrator of service** Limited liability company Nordavind-Dubna which signs a contract with the Organization for working off the Customer's medicobiological information and formation of the opinion at the request of the Customer and in his name, behalf and at his expense.
- 2.4 **The Medical organization** the doctor (an individual businessman or the organization having the doctor (cardiologists, doctors of functional diagnostics in their staff) who receives access to the electronic service Cardiocloud in accordance with the specified procedure, carries out research of medicobiological information placed on the electronic service Cardiocloud and also forms his opinion based on the results of this research.
- 2.5 **The Doctor** the representative of the Medical organization having the diploma and the valid professional certificate with admission to work in the field of "cardiology" or "functional diagnostics." The doctor receives access to the electronic service Cardiocloud as an expert in accordance with the established procedure and forms his Opinion about the Customer's heart activity basing on the results of the research of medicobiological information of the Customer in accordance with the established procedure.
- 2.6 **Opinion** the Doctor`s conclusion about the Customer`s heart activity formed in the established form in a name of the medical organization based on the information sent by the Customer by means of the mobile application on the electronic service Cardiocloud. The example of Opinion is given at the following
- URL:https://cardiocloud.ru/static index files/КардиоОблакоисследование-282053.pdf.
- 2.7 **A mobile application** the program of LLC Nordavind-Dubna installed and working on the Customer's mobile device (the mobile phone, the tablet), intended for registration of

medicobiological information by means of ECG Dongle device and sending this information to electronic service Cardiocloud through the Internet.

- 2.8 **Comments** the information about the examined person which can be important for formation of the Doctor's opinion. The minimum set of data is formed by filling the questionnaire by the Customer in the mobile application.
- 2.9 **The Customer's Medicobiological information** the graphic representation of the electric potentials difference resulting the person's heart function and registered on the person's body surface by means of the ECG Dongle device, transferred by means of the mobile application according to the instruction, added by the Customer's comments and sent to the Administrator of service by means of the mobile application through the Internet.
- 2.10 **The Agency contract** the agency contract signed by the Customer and the Administrator of service in terms of the present Offer, in compliance with which the Administrator of service on behalf of the Customer and at his expense places the Question on electronic service Cardiocloud on the conditions stipulated in the present Offer for the acceptance by the Organization; the Customer pays an agency fee for the performed actions.
- 2.11 **The Agency fee** the money raised from the Customer while placing his medicobiological information on electronic service Cardiocloud for the services rendered by the Administrator of service under the Agency contract.
- 2.12 **The Contract for research** the contract of rendering services, signed by the Customer and the Organization, according to which the doctor researches the Customer's medicobiological information; the Customer pays for the research made under the Contract for rendering the service. The Contract for receiving information service is the irrevocable offer of the Customer for the 24 (twenty-four) hour term immediately upon the receipt of the application to the electronic service Cardiocloud.
- 2.13 **The par value of medicobiological research** the cost of the research of medicobiological information placed on the electronic service Cardiocloud and specified for all customers.
- 2.14 **The Offer** the present public Offer of LLC Nordavind-Dubna (PSRN1115010000269, INN 5010042880, postal address: 141983, Moscow region, Dubna, Programmistov St., 4, office 371) about the conclusion of the Agency contract, published in the mobile application and at the following URL: https://cardio-cloud.ru/cardioservice/files/CardioCloud-offer.html.
- 2.15 **The payment code** a special unique alphanumeric code which gives its owner the right to receive certain services in the mobile application. The payment code can be acquired for money in the form of an electronic code or a code on a scratch card.
- 2.16 **The promo code** a special unique alphanumeric code which gives its owner the right to receive certain services in the mobile application or a discount to payment in the mobile application. The promo code can be received from the Administrator of service or during the promotion action. The promo code can be in the form of an electronic code or a code on a scratch card.
- 2.17 **The unique identifier of the doctor** a five-digit number, appropriated to the doctor by the Administrator of service.

## 3 SUBJECT OF THE OFFER

- 3.1 The subject of the present Offer is:
- 3.1.1 Placing the received question on the electronic service Cardiocloud in a name and at the expense of the Customer.
- 3.1.2 Signing the contract with the Organisation based on the acceptance of the Contract in a name and at the expense of the Customer for receiving information service in terms, given in Appendix No. 1 to the present Offer.
- 3.2 Medicobiological information is accepted from the Customer by means of the mobile application placed in app store Google Play и AppStore.
- 3.3 The Administrator of service is the party under the contract which is responsible for quality of services within item 3.1.1 of the present Contract. The administrator of service is not responsible for quality of rendering services within the contract specified in item 3.1.2.
- 3.4 The Customer and the Organization are the parties under the contract specified in item 3.1.2

The administrator of service acts as the Customer's agent which is specified in item 3.1.2 of the present Contract.

## 4 ACCEPTANCE OF THE PUBLIC OFFER, MOMENT OF SIGNING THE CONTRACT

- 4.1 The contract is considered to be signed in Moscow, Russia, in a simple written form immediately upon its acceptance by the Customer.
- 4.2 The Customer's payment of par value of information service and agency fee according to item 8.2 of the present Offer is considered to be full and unconditional acceptance of conditions of the present public Offer.
- 4.3 Acceptance in other terms, except stated in the present Offer and also partial acceptance are not allowed.
- 4.4 The administrator of service provides impossibility of the present Offer acceptance without the Customer's confirmation the familiarization with the Offer conditions by pressing the button "Read and Understood" when the Customer pays the par value information service and agency fee.

## **5 OBLIGATIONS OF THE PARTIES**

- 5.1 The Customer is obliged:
- 5.1.1 To read and acknowledge all conditions of the present Offer as well as applications to the Offer and accept them when sending a question.
- 5.1.2 To make a full payment of the par value of information service and agency fee according to conditions of the present Offer before sending his medicobiological information.
- 5.1.3 For obtaining the most correct opinion to specify in comments of the Customer full and exact data to form medicobiological information in strict accordance with the instruction to check correctness of removal of a difference resulting from work of heart the potentials registered on the surface of a body of the examined person by means of the ECG Dongle device and mobile application.

- 5.1.4 To check correctness of the entered data (e-mail accounts, comments, the unique doctor's identifier) before sending his question on an independent basis.
- 5.1.5 To watch independently the course of processing the question which status is displayed by means of the e-mail address on the Internet according to the reference sent to the e-mail address entered by the Customer when sending a question.
- 5.1.6 To observe other duties provided by the present Offer and Appendixes to the Offer under the legislation of the Russian Federation.
- 5.2 The administrator of service is obliged:
- 5.2.1 To provide the twenty-four-hour reception of the medicobiological information sent by means of the mobile application.
- 5.2.2 To place the received questions together with the proposal of the Customer to sign the contract for receiving information service on the electronic service Cardiocloud for acceptance of the Contract in order to receive information service by the Organization.
- 5.2.3 To create conditions for access of the Organization to the Customer's proposal to sign the Contract for receiving information service on electronic service Cardiocloud to ensure continuous and trouble-free functioning of electronic service Cardiocloud.
- 5.2.4 To provide access to the electronic service Cardiocloud to doctors representatives of the Medical organization, which provides appropriate evidencing qualification documents for the term not exceeding the validity period of the provided documents.
- 5.2.5 To publish information on change of the present Offer, agency fee and nominal cost of receiving information service at the following URL: http://cardio-cloud.ru/ beforehand (not less than in five calendar days before it comes in force).
- 5.2.6 To inform the Customer on course of execution of the Agency contract by assignment of the status. The status is reflected on the URL according to the reference directed to the e-mail address entered by the Customer when sending medicobiological information.
- 5.2.7 To provide the Customer with a promo code on carrying out one research of medicobiological information in case the medicobiological information provided by the Customer is unsuitable for research.

# 6 TERM AND ORDER OF PERFORMANCE OF THE CONTRACT

- 6.1 The Administrator of service immediately places the obtained information together with the Contract on carrying out medical research on the electronic service Cardiocloud for the acceptance of the Contract on carrying out research by the Organization.
- 6.2 2 In case the Contract for receiving information service isn't accepted by the Organization within 24 (twenty four) hours from the moment of his placement on the electronic service Cardoocloud, the Administrator of service is considered to have performed the obligations under the Agency contract in full. The contract for receiving information service and question are removed from the electronic service Cardiocloud , and the Customer is provided with 1 (one) free promo code.

## 7 CHOICE OF THE DOCTOR

- 7.1 If the unique identifier of the doctor is known to the Customer, he can direct the medicobiological information for research to this doctor by means of the mobile application.
- 7.2 If the identifier entered by the Customer in the field "Unique Identifier of the Doctor" doesn't correspond to any unique identifier of the doctor, the Administrator of service informs the Customer about an input error sending the information message in the mobile application.
- 7.3 In case the unique identifier entered by the Customer sending medicobiological information, belongs to the person who doesn't have access to the electronic service Cardiocloud, the Administrator of service directs the Customer's medicobiological information to this person.
- 7.4 In case the unique identifier entered by the Customer sending medicobiological information, belongs to the doctor having access to the electronic service Cardiocloud, the Administrator of service immediately places the obtained information together with the Contract for carrying out research on electronic service Cardiocloud for the acceptance of the Contract for carrying out a research only by the doctor chosen by the Customer as the representative of the Medical organization for the 12 (twelve)- hour period.
- 7.5 If the Contract for carrying out research isn't accepted by the doctor chosen by the Customer as the representative of the Medical organization during 12 (twelve) hours from the moment of its placement on electronic service Cardiocloud, the Administrator of service places the information received from the Customer on the electronic service Cardiocloud according to Art. 6 of the present Offer.

## 8 PRICES OF THE CONTRACT AND PAYMENT PROCEDURE

- 8.1 Contract price:
- 8.1.1 The par value of medicobiological research amounts 110 (one hundred ten) rubles 00 kopeks.
- 8.1.2 The Agency fee from which services of payment systems are paid amounts 280 (two hundred eighty) rubles 00 kopeks.
- 8.1.3 The price of the contract is equal to the amount of Par value of information service and Agency fee and makes 390 (three hundred ninety) rubles 00 kopeks.
- 8.1.4 If the Customer enters the unique identifier of the doctor, belonging to the person who doesn't have access to the electronic service Cardiocloud, payment for the direction of medicobiological information of the Customer to this person isn't raised.
- 8.1.5 If the Customer enters the unique identifier, belonging to the doctor having access to the electronic service Cardiocloud, the amount of the Agency fee and par value research can be changed. The final size of the Agency fee and the par value of research is specified in the mobile application before sending Medicobiological information to the electronic service Cardiocloud.
- 8.2 Sending microbiological information to the electronic service Cardiocloud is carried out only after full payment of the Agency fee and Par value of researching medicobiological information. The sum of Par value of the research is transferred to the Administrator of service for completing the assignment of the Agency contract.

- 8.3 Payment of an agency fee and par value of research of medicobiologic al information is made at the same time in any of the following ways:
- 8.3.1 By means purchase through the mobile application.
- 8.3.2. By means of introducing the operating payment code. The order of receiving and using payment codes is established by item 9 of the present Offer.
- 8.3.3 By means of introducing the operating promo code .The order of receiving and using promo codes is established by item 10 of the present Offer .
- 8.4 The Customer is recognized to have properly fulfilled his duties on payment agency fee and par value of research of vocrobiological information at the moment of obtaining the notice of payment by the Administrator of service from the payment service provider or at the moment of receiving the entered operating promo code by the Administrator of service.
- 8.5 In case the medicobiological information sent by means of the mobile phone is considered inappropriate for research, the research is given the status "Information is unsuitable for research", and the Customer is provided with 1 (One) free promo code.

## 9 ORDER OF RECEIVING AND USE OF PAYMENT CODES

- 9.1 The electronic code of payment can be acquired from the Administrator of service for money.
- 9.2 The payment code on a scratch card can be acquired for money by means of buying the scratch card.
- 9.3 Period of the payment code validity and conditions of its return are specified when receiving the payment code.
- 9.4 Introducing 1 (One) payment code into the relevant field is equated to full payment of the agency fee and par value of 1 (One) research of medicobiological information.
- 9.5 The payment code is considered invalid in any of the following cases:
- 9.5.1 After its expiration.
- 9.5.2 After its use.

## 10 ORDER OF RECEIVING AND USE OF PROMO CODES

- 10.1 The electronic promo code can be received from the Administrator of service in compliance with item 6.2 of the present Offer or during the promotion action. Conditions of carrying out promotion actions are specified when granting a promo code.
- 10.2 The promo code on the scratch card can be received during a promotion action.
- 10.3 Period of validity of a promo code, volume of the discounts provided by the promo code, conditions and a possibility of the promo code return are specified when receiving the promo code and the conditions of its use.
- 10.4 Introducing 1 (One) promo code to the relevant field is treated as payment for agency fee and/or par value of 1 (One) research of medicobiological information in the full scope specified in the promo code use conditions.
- 10.5 The promo code is considered invalid in any of the following cases:

- 10.5.1 After its expiration.
- 10.5.2 After its use.

# 11 ORDERS AND TERMS OF REFUND

- 11.1 Refund for the promo codes provided by the Administrator of service is carried out by the Administrator of service according to item 6.2 of the present Offer.
- 11.2 The promo codes which are gratuitously received during the promotion actions are not refunded.
- 11.3 Refund of unused valid promo codes is carried out within the term of their validity.
- 11.4 Refund is made by the Administrator of service on the basis of the Customer's application to the Administrator of service including the following data: surname, name, middle name of the Customer, payment method and his bank account detail or postal address.
- 11.5 The application for refund can be submitted in the following ways:
- 11.5.1 1 In a simple written form by giving by the Customer personally or the person, acting under the power of attorney, to the central office of the Administrator of service to the postal address: The Moscow region, Dubna, Programmistov St., 4, office 371(on week days -from 9 a.m. till 6 p.m.).
- 11.5.2 In a simple written form by sending it to the postal address: 141983, the Moscow region, Dubna, Programmistov St., 4, office 371.
- 11.5.3 By filling in a feedback form at the following URL: http://cardio-cloud.ru/.
- 11.6 Refund is carried out after checking the validity of the electronic promo code specified in the statement.
- 11.7 The Administrator of service makes refund at the rate of the agency fee and par value of research of medicobiological information at the date of receiving a promo code for which the refund is made by the Customer .
- 11.8 Refund can be carried out only to the person, who directly paid services for which the promo code had been provided.
- 11.9 Refund is made in one of the following ways:
- 11.9 By postal order or bank transfer specified by the Customer in the statement in case the Customers introduces a payment code.
- 11.9.2 By the transfer into the bank card with which payment was made in case of payment by the bank card.
- 11.9.3 By the transfer into the account in other systems of non-cash payments and other non-cash means of payment (Yandex.Money, WebMoney, etc.) from which payment was made, in case payments are delivered in a proper way.

## 12 CONFIDENTIALITY AND PERSONAL DATA

12.1 Processing of the personal data provided by the Customer is carried out in compliance with the principles and rules provided by the legislation of the Russian Federation.

12.2 Whereas processing of the personal data provided by the Customer is carried out for performance of the Agency contract which party is the subject of personal data, the subject's written personal data processing consent is not required according to sub-item 5 of item 1 of Art. 6 of the Federal law of 7/27/2006 No. 152-FZ "About Privacy protection".

#### 13 RESPONSIBILITY

- 13.1 In case of failure to properly perform the obligations for the Offer, the Parties have responsibility according to the legislation of the Russian Federation and conditions of the present Offer.
- 13.2 Responsibility of the Administrator of service in the relations with the Customer is restricted by the Agency contract and the limits specified by the present Offer:
- 13.2.1 In case of failure to provide access of the Organization to electronic service Cardiocloud.
- 13.2.2 In case of failure to provide continuous and trouble-free operation of electronic service Cardiocloud.
- 13.3 The Administrator of service is not responsible for full or partial interruptions of rendering services by the Administrator of service if they are connected with replacement of the equipment, the software or carrying out other works caused by necessary maintenance of working capacity and development of technical means of the Administrator of service, on condition of preliminary informing customers placing relevant information in the mobile application and/or at the following URL: http://cardio-cloud.ru/.
- 13.4 The Administrator of service is not responsible for full or partial interruptions of rendering services by the Administrator of service if they are connected with force majeure circumstances (Art. 14 of the present Offer).
- 13.5 The Administrator of service is not responsible for untimely receiving the status of the course of processing a question on the electronic service Cardiocloud and other notices made by the Customer as their receipt is carried out only in case the Customer has access to the Internet.

# 14 RESTRICTION OF RESPONSIBILITY

- 14.1 The Administrator of service is not responsible for discrepancy of rendered services to the Customer's expectations and (or) his value judgment. Advice and recommendations provided to the Customer including the third parties cannot be considered as guarantees and entail no obligations for the Administrator of service.
- 14.2 The customer confirms and agrees that the Administrator of service is not responsible for quality, as well as for other consumer and other properties (qualities) of rendering information service to the Customer as he does not represent the party to the contract for rendering information service.
- 14.3 The customer confirms and agrees that the Administrator of service does not sign any agreements on behalf of the Customer with the persons who have no access to to the electronic service Cardiocloud acting as the doctors who do not have any duties to sign agreements between the Customer and these persons.

## 15 FORCE MAJEURE CIRCUMSTANCES

- 15.1 The parties are exempted from responsibility for partial or full failure to perform their obligations under the present Offer in case this failure emerged from force majeure circumstances: fire, flood, earthquake, military operations, illegal acts of the third parties, provided that the given circumstances have directly influenced the fulfillment of the present Contract terms ,as well as acts of public authorities, local government and actions (inaction) of contractors of the Administrator of service, complicating appropriate performance of the contracts signed on the terms of the present Offer without disproportionate losses. In this case the term of implementing obligations will be prolonged for the duration period of the specified circumstances.
- 15.2 The following force majeure circumstances are also recognized: electric power failure by power supplying organizations, lack of contact with satellites, lack of Internet access, other technical malfunctions, in case their emergence and elimination does not depend on the Administrator of service.

#### 16 VALIDITY PERIOD AND ALTERATION OF THE OFFER

- 16.1 The Offer comes into force from the moment of its placement at the following URL: https://cardio-cloud.ru/service/files/Qapsula-offer.pdf.
- 16.2 The Administrator of service has the right to change conditions of the Offer and/or withdraw it at any time before its acceptance by the Customer.
- 16.3 In case the Administrator of service makes amendments to the Offer, they come into force from the moment of placing the changed text of the Offer in compliance with item 16.1 unless other terms are determined additionally in the text of the Offer.

# 17 FINAL PROVISIONS

- 17.1 In all other respects not specified by the present Offer, the Parties are guided by the provisions of the legislation of the Russian Federation. It is the only legislation applicable to the relations as between the parties within the present Offer, as well as other Contracts.
- 17.2 The Russian text of the present Offer is the only authentic text. In case of any divergences between the text in Russian and its translation into any other foreign language the text in Russian prevails.

Appendix 1

to the public offer of Nordavind-Dubna limited liability company about signing the agency contract

#### **OFFER**

about carrying out information service

## 1 PREAMBLE

The present document is irrevocable official proposal (Offer) of the Customer, applied to medical organizations for signing the Contract for carrying out a research of medicobiological information of the customer, called further the "Contract", on the conditions stated below.

## **2 TERMS AND DEFINITIONS**

In the present public Offer the terms and definitions mentioned below are used both in the singular and plural, in the following meanings

- 2.1 **The electronic service Cardiocloud** electronic service, which provides access of the Medical organization to medicobiological information placed by the Administrator of service at the request of the Customer and formation of the Doctor's opinion.
- 2.2 **The Customer** the person who applies to the Administrator of service for placing his medicobiological information on electronic service Cardiocloud for the purpose of obtaining the the Doctor's opinion.
- 2.3 **The Administrator of service** Limited liability company Nordavind-Dubna which signs a contract with the Organization for working off the Customer's medicobiological information and formation of the opinion at the request of the Customer and in his name, behalf and at his expense.
- 2.4 **The medical organization** the doctor (an individual businessman or the organization having the doctor (cardiologists, doctors of functional diagnostics in their staff) who receives access to the electronic service Cardiocloud in accordance with the specified procedure, carries out research of medicobiological information placed on the electronic service Cardiocloud and also forms his opinion based on the results of this research.
- 2.5 **The Doctor** the representative of the Medical organization having the diploma and the valid professional certificate with admission to work in the field of "cardiology" or "functional diagnostics." The doctor receives access to the electronic service Cardiocloud as an expert in accordance with the established procedure and forms his Opinion about the Customer's heart activity basing on the results of the research of medicobiological information of the Customer in accordance with the established procedure.
- 2.6 **Opinion** the Doctor's conclusion about the Customer's heart activity formed in the established form in a name of the medical organization based on the information sent by the Customer by means of the mobile application on the electronic service Cardiocloud.
- 2.7 **A mobile application** the program of LLC Nordavind-Dubna installed and working on the Customer's mobile device (the mobile phone, the tablet), intended for registration of medicobiological information by means of ECG Dongle device and sending this information to electronic service Cardiocloud through the Internet.
- 2.8 **Comments** the information about the examined person which can be important for formation the Doctor's opinion. The minimum set of data is formed by filling in the questionnaire in the mobile application by the Customer.
- 2.9 **The Customer's Medicobiological information** the graphic representation of the electric potentials difference resulting the person's heart function and registered on the person's body surface by means of the ECG Dongle device, transferred by means of the mobile application according to the instruction, added by the Customer's comments and sent to the Administrator of service by means of the mobile application through the Internet.
- 2.10 **The Agency contract** the agency contract signed by the Customer and the Administrator of service in terms of the present Offer, in compliance with which the Administrator of service on behalf of the Customer and at his expense places the Question on electronic service

Cardiocloud on the conditions stipulated in the present Offer for the acceptance by the Organization; the Customer pays an agency fee for the performed actions.

- 2.11 **The Agency fee** the money raised from the Customer while placing his medicobiological information on electronic service Cardiocloud for the services rendered by the Administrator of service under the Agency contract.
- 2.12 **The Contract for reserach** the contract of rendering services, signed by the Customer and the Organization, according to which the doctor researches the Customer's medicobiological information; the Customer pays for the research made under the Contract for rendering the service. The Contract for receiving information service is the irrevocable offer of the Customer for the 24 (Twenty four) hour term immediately upon the receipt of the application to the electronic service Cardiocloud.
- 2.13 **The par value of medicobiological research** the cost of the research of medicobiological information placed on the electronic service Cardiocloud and specified for all customers.
- 2.14 **The Offer** the present Offer of the Customer about signing the contract for carrying out a research, placed on the electronic service Cardiocloud together with the Customer's medicobiological information. The present Offer is irrevocable for the term of 24 (twenty four) hours from moment of receipt of the application to the electronic service Cardiocloud.
- 2.15 **The unique identifier of the doctor** a five-digit code number, appropriated to the doctor by the Administrator of service.

## 3 SUBJECT OF THE OFFER

3.1 The administrator of service, acting on behalf and at the expense of the Customer on the basis of the Agency contract signed with the Customer charges, and The medical organization for remuneration undertakes to conduct a research medicobiological placed on the electronic Cardiocloud service information of the Customer and to create opinion following the results of a research.

# 4 ACCEPTANCES OF THE OFFER, MOMENT OF SIGNING OF THE CONTRACT

- 4.1 The contract is considered to be signed in Moscow, Russia, in a simple written form immediately upon its acceptance by the Medical organisation.
- 4.2 Pressing the button "Research the application "performed by the doctor on his personal account on the electronic service Cardiocloud is considered to be full and general acceptance of conditions of the present Offer on behalf of the Medical organization.
- 4.3 Acceptance in other terms, except stated in the present Offer and also partial acceptance are not allowed.
- 4.4 In case the Customer enters the unique identifier, belonging to the doctor having access to the electronic service Cardiocloud, the acceptance of the Offer can be made only by this doctor within 12 (twelve) hours from the moment of its receipt to the electronic service Cardiocloud. During this term the Offer can't be withdrawn (is considered irrevocable).
- 4.5 In case the Customer hasn't entered the unique identifier of the doctor or if the acceptance of the Offer isn't made by the doctor chosen by the Customer as the representative of the Medical organization within 12 (twelve) hours from the moment of its placement on the electronic service Cardiocloud, the acceptance of the Offer can be made by any Medical organization

during 24 (twenty four) hours from the moment of its receipt to the electronic service Cardiocloud. During this term the Offer can't be withdrawn (is considered irrevocable).

## 5 PRICES OF THE CONTRACT AND PAYMENT PROCEDURE

- 5.1 The cost of the present Contract represents the par value of medicobiological research which amounts 110 (one hundred ten) rubles 00 kopeks
- 5.2 According to the present Contract payment for medicobiological research is made by the Administrator of service at the request of the Customer, in his name and at his expense.
- 5.3 The Customer transfers money for performance of the assignment to the Administrator of service before sending his medicobiological information to the electronic service Cardiocloud.
- 5.4 Fee for the Medical organization service is paid only in case medicobiological information can be recognized as suitable for research.

#### 6 OBLIGATIONS OF THE PARTIES

- 6.1 The customer is obliged:
- 6.1.1 To specify full and exact data in the Customer's comments.
- 6.1.2 To state medicobiological information in exact compliance with the instruction to check the correctness of the potentials difference resulting from the heart function registered on the examined person's body surface by means of the ECG Dongle device and the mobile application.
- 6.1.3 To provide fee for the Medical organization service, having paid to the Administrator of service the par value of research by monetary means or having entered the operating promo code.
- 6.2 The medical organization is obliged:
- 6.2.1 To make research based on the medicobiological information provided by the Customer and create their opinion in accordance with the specified form.
- 6.2.2 To recognize medicobiological information as unsuitable for research if it is unsuitable for recognition and analysis and in case of distortion.

#### 7 RESPONSIBILITY

- 7.1 The customer is responsible for providing full and reliable medicobiological information g for a research.
- 7.2 In case of unauthentic or incomplete medicobiological information provided by the Customer, the Doctor's opinion created on its basis may not reflect his real heart function.
- 7.3 The medical organization is not responsible for untimely obtaining the created opinion on the Customer's device (the mobile phone, the tablet) as its receipt is carried out only in case of installing the mobile application and access to the Internet.

#### **8 RESTRICTION OF RESPONSIBILITY**

8.1 The Customer confirms and agrees that the opinion based on the research of the Customer's medicobiological information is not considered the medical certificate and can not replace medical inspection, also the Customer can not be referred to any medicines and procedures by the results of the opinion.

# 9 FINAL PROVISIONS

- 9.1 In all other respects not specified by the present Offer, the Parties are guided by the provisions of the legislation of the Russian Federation. It is the only legislation applicable to the relations as between the parties within the present Offer.
- 9.2 The Russian text of the present Contract is the only authentic text. In case of any divergences between the text in Russian and the translation into any other foreign language the text in Russian prevails.