

Gaizmo GmbH (hereinafter referred to as the "Seller"), duly registered in accordance with the laws of Switzerland, offers legal entities and/or individuals with the appropriate civil legal capacity to enter into such a transaction (hereinafter referred to as the "Buyer") to enter into a public offer agreement for the supply of products and/or services (hereinafter referred to as the "Agreement") on the terms and conditions set forth below:

I. TERMS AND DEFINITIONS

Public Offer - the Seller's offer to enter into this Public Offer Agreement on the terms and conditions set forth herein, addressed to an unlimited number of persons.

Acceptance means the Buyer's full and unconditional consent to enter into this Agreement on the terms and conditions set forth herein.

Website - <https://etmcrm.com.ua>, where you can select, order, and pay for the desired Product/Services.

The Seller is **Gaizmo GmbH** (469 Gaismoos St. Walzenhausen, Switzerland, 9428), which has the right to sell the Products and provide the Services specified in the Online Store and provides maintenance of the Online Store.

Buyer - an individual and/or legal entity that has accepted this public offer by making payment as indicated on the website.

Product - licensed software of **Gaizmo GmbH**, which is a task and project management system that allows you to plan and keep track of activities and optimize them. Ownership rights to the software, including as an object of intellectual property rights, belong to the Seller. The Product is specialized software in the form of a computer program and related documentation.

The Product is manufactured by **Gaizmo GmbH** (469 Gaismoos St. Walzenhausen, Switzerland, 9428).

Services are the provision by the Seller of remote services in the field of informatization, the list and scope of which are specified in the Online Store. Before using the Services, the Buyer is obliged to read the terms of this Agreement.

Order - the Buyer's application for the purchase of the Product/Service presented

in the Online Store, executed by filling out the appropriate electronic form in the Online Store.

Personal data - information or a set of information about an individual who is identified or can be specifically identified.

Personal data subject means an individual in respect of whom his or her personal data is processed in accordance with the applicable law.

Consent of the personal data subject is any voluntary expression of the will of an individual to grant permission to process his or her personal data in accordance with the stated purpose of their processing. Making a payment on the website is the consent of the personal data subject to their processing.

II. GENERAL PROVISIONS

2.1. This Agreement is a public contract in accordance with the Civil Code of Switzerland, the terms of which are the same for all Buyers.

2.2. The Buyer accepts (confirms the intention to conclude this Agreement) by placing an Order in the online store (website) when making payment, which is an acceptance of this offer and is equivalent to the conclusion of an agreement on the terms set out below in the text.

2.3. The agreement concluded on the basis of the Buyer's acceptance of this offer is a contract of adhesion, to which the Buyer joins without any exceptions and/or reservations.

2.4. This public offer is addressed to all individuals and legal entities who wish to purchase the Product / receive the Service and have the technical ability to receive the Product and/or Service.

2.5. The Seller may make any changes to this Agreement, materials, and information contained in the Online Store at any time without notice. Under no

circumstances shall the Seller be liable for the irrelevance of the information on the website.

III. SUBJECT OF THE CONTRACT

3.1. The Seller undertakes to supply the Products and/or provide the Services on the terms and conditions stipulated herein, and the Buyer undertakes to accept the Products/Services and pay their cost on the terms and conditions stipulated herein.

IV. PRICE OF PRODUCTS AND SERVICES, PROCEDURE AND TERMS OF PAYMENT

4.1 Prices for the Products are indicated on the pages of the Online Store.

4.2 Prices for Services are indicated on the pages of the Online Store.

4.3 Prices for the Products depend on the device, the operating system installed on it, the period for which the purchase is made, and the set of tools included in the Products. Prices for Services depend on the number of devices, type, and scope of Services.

4.4. Payment for the Products/Services shall be made by the Buyer by 100% payment of the price of the Products/Services and in the manner specified in the Online Store. The currency of payment is hryvnia. In the case of a monthly subscription for the Products, the amount will be debited from the bank card specified during the subscription depending on the number of days remaining until the end of the current month. In the future, the monthly payment will be charged on the first day of each month. The Buyer can change the bank card number or cancel the subscription in the relevant section of the Online Store.

4.5. Payment is considered made at the time of crediting the funds to the Seller's account.

4.6. All commissions charged by banking institutions, credit organizations, payment systems, and other third parties when making a payment are not included in the price of the Product/Service and are paid separately from the order price. The amount of commissions is set by banks and other institutions independently.

4.7. The payment is considered successful and the Agreement is concluded after the Seller receives the funds and sends a corresponding e-mail to the Buyer.

V. TERMS OF DELIVERY OF PRODUCTS AND SERVICES

5.1. The Products/Services shall be ordered by the Buyer on the basis of an order placed by him/her by filling out the appropriate forms on the website when making payment.

5.2. For the delivery of the Products and/or receipt of the Services, the Buyer must ensure that his device is connected to the Internet.

5.3. Delivery of the Products:

5.3.1. The Products shall be delivered within one business day after the Buyer pays the price of the Products on the website by sending the Buyer instructions for installing and configuring the software, as well as data for activating the Products in the form of an e-mail to the address specified by the Buyer when placing the order.

5.3.2. If necessary, at the Buyer's request, the data for activating the Product may be provided in a certain printed form - in the form of a Product license certificate, printed card, etc.

5.4. Terms of Service provision:

5.4.1. Services under this Agreement are provided by the Seller remotely in the form of a telephone conversation and using an online remote access tool. All calls are paid according to the current tariffs of telecommunication operators.

5.4.2. The provision of the Services shall begin after the Buyer makes payment on the website, without a written signing of the Agreement by the Parties.

5.4.3. The Services are provided only if the Seller meets all technical requirements.

5.4.4. In case the Buyer fails to meet the conditions specified in clause 5.4.3. of this Agreement, the term of provision of the Services shall be postponed for the time necessary for the Buyer to ensure the proper conditions, but this period shall not exceed 3 (three) months from the date of order.

5.4.5. The date and time of the provision of the Services, as well as other necessary conditions for the fulfillment of the order shall be agreed upon after the Buyer has made the payment.

5.4.6. After agreeing on the date and time of the Services, it is considered that the Buyer has undertaken to provide the conditions under which the Services can be provided within the specified period, and the Seller has undertaken to provide the Services within the specified period.

5.4.7. During the provision of the Services, the Buyer must answer the phone call (to the number specified during the ordering process) of the Seller's technical specialist, provide all technical conditions for a remote connection (Internet connection), and follow all instructions of the Seller's specialist.

5.4.8. The transfer of the Services provided by the Seller and their acceptance by the Buyer shall be carried out at the time of completion of their provision.

5.4.9. The Buyer is obliged to check the quality and scope of the Services provided at the time of completion of their provision and:

5.4.9.1. In the absence of complaints, provide confirmation in electronic form or orally during a telephone conversation with the Seller;

5.4.9.2. In the event of any justified claims, write a reasoned refusal to accept the Services provided or a claim setting forth their justified, duly proven claims.

5.4.10. If the Buyer does not send a reasoned refusal to accept the Services or a claim setting forth its reasonable duly proven claims, as provided for in clause 5.4.9. of this Agreement, at the time of acceptance of the Services, such Services shall be deemed to be provided in a quality manner, in full, and on time, and the Buyer shall have no claims against the Seller.

VI. RETURN OF PRODUCTS

6.1. The Products are software and differ significantly from physical goods in terms of technical and other features. After receiving payment for the Product, the Buyer generates a unique license key to activate the Product, which is an integral part of the delivery. From the moment the specified license key is generated in accordance with the Buyer's order, the Product is considered used, which makes it impossible to return it. By making a payment, the Buyer accepts this feature of the Products and agrees to it.

VII. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The Seller undertakes to:

7.1.1. transfer (deliver) the Products / provide the Services to the Buyer after payment for such Products / provide the Services on time;

7.1.2. not to disclose any private information of the Buyer and not to provide

access to this information to third parties, except as provided for by this Agreement and the legislation of Switzerland (it shall not be considered a violation of the Seller's provision of information to counterparties and third parties acting on the basis of the Agreement with the Seller, including for the fulfillment of obligations to the Buyer);

7.1.3. prevent attempts of unauthorized access to information and/or its transfer to persons not directly related to the fulfillment of the Orders, timely detect and stop such actions;

7.1.4. perform other duties stipulated by this Agreement and/or the current legislation of Switzerland.

7.2. The Seller has the right to:

7.2.1. make changes to this Agreement, materials, and information (including about the Products / Services) offered in the Online Store at any time;

7.2.2. refuse to conclude the Public Offer Agreement if it is unable to sell the relevant Product / provide the Service to the Buyer;

7.2.3. record telephone conversations with the Buyer;

7.2.4. refuse to provide the Services and terminate this Agreement without a refund if the Buyer changes the date and time of the provision of services more than 5 times, addresses the specialists with jokes, questions, or suggestions that do not relate to the provision of Services, as well as in case of using profanity when communicating with the Seller's specialists;

7.2.5. suspend and/or refuse to provide the Services if the Buyer's electronic device (computer) does not meet the technical requirements;

7.2.6. change the procedure for providing the Services without renegotiating this Agreement by publishing changes in the Online Store;

7.2.7. other rights provided for by this Agreement and the current legislation of Switzerland.

7.3. The Buyer undertakes to:

7.3.1. before concluding the Agreement, familiarize themselves with the content and terms of the Agreement, prices for Products/Services in the Online Store;

7.3.2. provide all the data that identify him/her as a buyer and are necessary for registration in the Online Store by manually entering the data in the appropriate fields of the Online Store or by providing the necessary information to the operator of the Online Store and keeping them up to date;

7.3.3. pay for the ordered Product/Service on the terms and conditions specified in this Agreement;

7.3.4. not to disclose any private information of the Seller and not to provide access to this information to third parties, except as provided by the legislation of Switzerland;

7.3.5. not to resell or provide the results of services under this Agreement to third parties;

7.3.6. keep all data for activation of the Products secret, not use the services for commercial purposes, and not provide services to third parties with their help;

7.3.7. fulfill other obligations stipulated by this Agreement and/or the current

legislation of Switzerland.

7.4. The Buyer has the right to:

7.4.1. seek advice from the Seller regarding the properties and characteristics of the Products/Services;

7.4.2. receive information about the Services and technical requirements for the provision of the Services;

7.4.3. refuse to receive the Services/Products without a refund;

7.4.5. other rights provided for by this Agreement and the current legislation of Switzerland.

VIII. WARRANTY OBLIGATIONS

8.1. The Products are supplied in the form of software distributions provided by the Manufacturer. Incorrectnesses, failures, functional inconsistencies, defects, incompatibilities with certain devices or operating systems, etc. detected in the course of using the Product may be eliminated by providing technical support.

8.2 The Seller guarantees the quality of the Services provided.

8.3. The Seller shall not be liable for defects in the Services if:

- the defects were known or could have been known to the Buyer at the time of their acceptance;

- the defects arose as a result of further operation of the device and/or software in violation of the requirements and instructions of the Device Manufacturer and/or

software copyright holders, etc;

- defects have arisen as a result of unauthorized interference by the Buyer or interference with the help of third parties or repair of devices, change of settings, or other actions that have caused defects;

- the defects are not related to the Services provided;

- defects arose from other circumstances beyond the Seller's control.

8.4. The Seller does not guarantee uninterrupted provision of the Services and does not warrant that the software or any other materials offered by it are error-free.

8.5. All questions and/or claims regarding this Agreement and/or the terms of the Agreement shall be settled by the Buyer exclusively with the Seller.

IX. RESPONSIBILITY OF THE PARTIES

9.1. The Parties shall be liable for non-fulfillment or improper fulfillment of their obligations under this Agreement in accordance with the current legislation of Switzerland.

9.2. The Buyer, when placing an order, is responsible for the accuracy of the information provided to the Seller about himself, and also confirms that he is familiar with the terms of this Agreement and agrees to them. The Seller is not responsible for the accuracy and correctness of the information provided by the Buyer.

9.3. The Seller shall not be liable for the inability to fulfill the Buyer's order if such inability arose as a result of circumstances beyond the Seller's control, including, but not limited to, disruption of communication lines, equipment failure, etc.

9.4. The Buyer shall bear full responsibility and all risks associated with using unlicensed software and the Internet.

9.5. The Seller shall not be liable for any unlawful actions of the Buyer aimed at independent installation, configuration, and use of unlicensed software.

9.6. The Seller shall not be responsible for the safety of files, software, or any other information on the Buyer's device that may be lost (destroyed) as a result of the operation of antivirus programs, replacement of drivers, voltage drops, and/or actions of the Seller, which are properly performed in the course of fulfilling the terms of this Agreement. By entering into this Agreement, the Buyer confirms that it has been informed of these risks and agrees to such terms and conditions without reservation.

9.7. The Seller's total liability for non-fulfillment or improper fulfillment of the terms of this Agreement shall be limited to the amount of the Buyer's payment made under this Agreement.

X. FORCE MAJEURE CIRCUMSTANCES

10.1. The term of performance by the Parties of their obligations under this Agreement may be suspended only in the event of force majeure, namely: fire, natural disaster, armed conflict, significant changes in the legislation of Switzerland, which complicates or makes it impossible for a Party to fulfill its obligations under this Agreement, or other circumstances beyond the control of the Parties.

10.2. The Party affected by force majeure shall notify the other Party in writing within five (5) calendar days.

10.3. In the event of force majeure, the Party affected by such circumstances shall,

subject to the requirements of Clause 10.2 hereof, be released from liability under this Agreement for the period of such circumstances.

10.4. Upon termination of the force majeure circumstances, the period of performance of obligations shall be resumed. The Party affected by force majeure shall notify the other Party in writing of the termination of force majeure.

10.5. If the force majeure circumstances last for more than thirty (30) consecutive calendar days, the Parties shall have the right to terminate this Agreement. In this case, the losses caused by the termination of the Agreement shall not be reimbursed and no penalties shall be paid.

XI. DISPUTE RESOLUTION PROCEDURE

11.1. All disputes arising under or related to this Agreement shall be resolved through negotiations between the Parties.

11.2. If the dispute cannot be resolved through negotiations, it shall be resolved in a judicial procedure provided for by the current legislation of Switzerland.

XII. NOTIFICATION OF PERSONAL DATA

12.1. The Buyer, by accepting this Agreement, confirms his full voluntary unconditional consent to the inclusion of his personal data in the Seller's personal data base.

12.2. The Seller's personal data is information or a set of information about him by which he is identified or can be specifically identified, in particular, but not limited to, the Seller's surname, name, patronymic, e-mail address, and telephone number.

12.3. The Buyer authorizes the Seller to perform all actions that, in accordance with the Law of Switzerland "On Personal Data Protection", are the processing of

personal data, in accordance with the formulated purpose of their processing, which is to ensure the fulfillment of the obligations of the Parties under this Agreement, civil law, tax relations and relations of the Parties in the field of marketing and advertising.

12.4. In order to achieve the purpose of personal data processing, the Seller grants permission to process them to the extent provided by him when concluding the Agreement with the Seller and/or submitting the order necessary to achieve the above purpose.

12.5. The Buyer confirms that prior to submitting the order, he/she has familiarized himself/herself with the rights provided for by the Law of Switzerland "On Personal Data Protection", namely: 1) to know about the sources of collection, location of their personal data, the purpose of their processing, location or place of residence (stay) of the owner or manager of personal data or to give an appropriate order to obtain this information to persons authorized by him, except in cases established by law; 2) to receive information on the conditions for granting access to personal data, in particular information about third parties to whom their personal data is transferred; 3) to access their personal data; 4) to receive a response on whether his/her personal data is processed no later than 30 (thirty) calendar days from the date of receipt of the request, except in cases provided for by law, and to receive the content of such personal data; 5) to submit a reasoned request to the personal data controller with an objection to the processing of their personal data; 6) to submit a reasoned request to change or destroy their personal data by any personal data controller or administrator if such data is processed illegally or is unreliable; 7) to protect their personal data from unlawful processing and accidental loss, destruction, damage due to intentional concealment, failure to provide or untimely provision, as well as to protect against the provision of information that is inaccurate or discrediting the honor, dignity and business reputation of an individual; 8) to file complaints about the processing of their personal data with the authorized representative or the court; 9) to apply remedies

in case of violation of the legislation on personal data protection; 10) to make reservations regarding the restriction of the right to process their personal data when giving consent; 11) to withdraw consent to the processing of personal data; 12) to know the mechanism of automatic processing of personal data; 13) to be protected against an automated decision that has legal consequences for them.

12.6. The Buyer agrees to the processing, storage, and transfer (dissemination) of his personal data to third parties, solely for the purpose provided for in this Agreement, to entities related to the implementation of this purpose and does not require notification of the transfer (dissemination) of personal data included in the personal data base, if such transfer (dissemination) is carried out solely for the purpose provided for in this Agreement.

12.7. The Buyer agrees to the storage of his personal data during the term of the Agreement and 3 (three) years from its expiration date.

XIII. PRIVACY POLICY

13.1. The Seller guarantees complete confidentiality of any data and information obtained in the process of concluding the Agreement and fulfilling obligations under it, including those that are not personal data, in particular, information about the type of Buyer's browser, browser IP, URL of the previous site visited by the Buyer, type of operating system, etc. that are automatically collected when visiting the Seller's website, including using such web technologies:

Cookies: the Seller's website may use the cookie technology for the convenience of the Buyer's stay on the website and to collect statistical reporting data of the website. Cookies do not memorize the Buyer's personal e-mail address or any personal information about the Buyer.

IP address: the Seller's website may collect IP addresses for system administration,

diagnosing server problems, and compiling aggregate information (in particular, the number of visitors to the website).

13.2. Warning: The site may contain links to other sites/software created by third parties whose policies in the field of personal data and information protection differ from this one. The Seller is not responsible or liable for the information or privacy policies applied by such third parties. The Seller recommends that the Buyer read the privacy statements of all third-party sites/programs before using such sites/programs or providing their personal data or any other information to or through such sites/programs.

13.3 By accepting this Agreement, the Buyer confirms its full voluntary unconditional agreement with the Seller's Privacy Policy. In case the Buyer does not agree with the terms of this Policy, further use and visit of the Seller's website must be terminated immediately.

XIV. TERM OF THE AGREEMENT, PROCEDURE FOR ITS AMENDMENT AND TERMINATION

14.1. This Agreement is concluded (accepted) by the Buyer paying the price of the selected Product(s)/Service(s) and is valid for the period determined by the volume of the selected Product(s)/Service(s). The date of conclusion of the Agreement is the date of payment by the Buyer for the price of the selected Product(s)/Service(s). The term of the Agreement shall be calculated from this date.

14.2. This Agreement is mixed and contains elements of accession agreements, public contracts, sales contracts, and service agreements.

14.3. The Buyer confirms that before entering into this Agreement, he/she has read its terms and conditions, understands them, and has consciously entered into this Agreement without being forced to do so.

14.4. This Agreement is concluded on the territory of Switzerland, it is valid in accordance with the current legislation of Switzerland.

14.5. The Online Store contains materials, trademarks, trade names, and other materials protected by law. The Buyer or any other third parties shall not be entitled to use the materials posted in the Online Store (including to make changes, copy, publish, transfer to third parties, etc.) The use of materials on the site without the consent of the copyright holders is not allowed. In the case of quoting the materials of the site, including copyrighted works, a link to the website of the online store is required.

14.6. By making payment for the ordered Products/Services on the website of the Online Store, the Buyer accepts this Agreement, confirms that before concluding this Agreement he has read its terms, they are clear to him, he agrees with them, and has consciously entered into this Agreement without coercion.

14.7. The offer (offer to conclude this Agreement) is unlimited in time, subject to the conditions outlined in this offer until the Seller terminates it or replaces this offer with a new version.

14.8. The Buyer may not propose its own terms and conditions, but may only join the offer.

14.9. In everything that is not specified in this Agreement, the Parties shall be governed by the current legislation of Switzerland.

14.10. Early withdrawal (termination) of this Agreement is possible in cases, under the conditions and in the manner prescribed by this Agreement and the current legislation of Switzerland. The Seller reserves the right to unilaterally withdraw from the Agreement.

SELLER'S DETAILS

Gaizmo GmbH

Location: 469 Gaismoos St.

Walzenhausen, Switzerland, 9428