

# Contract offer for Partners

This Treaty-offer is an integral part of the User Agreement, published in the open access online <http://informnet.biz>

## PRIAMBULA CONTRACT

This Treaty is concluded for the provision of services within the creation ROSTER single information space. A key task of the parties under this Agreement is to provide timely and accurate information (on-line) to all its customers and thereby promote information security.

### 1. SUBJECT MATTER

1.1. Administrator shall render their services to choose a partner provider of goods and services (the "Partner" or "Customer" ) in the Personal Cabinet "My InformNet» Online <http://informnet.biz> or upon written request , on the basis of software product InformNet ( hereinafter "Product") , and the Partner shall use these services in accordance with the rules and pay for these services , according to the tariffs of the Administrator. NOTE: The "product" refers to a set of hardware and software , including: - the client package universal network database InformNet;

Note: By agreement of the parties might be off-line solution: InformNet Soft or Web-InformNet; on-line solution: Informnet-net or My Account "My InformNet» <http://informnet.biz> online or mobile solution.

- System of translation system information Partner placed in DB through directories InformNet (over 30 languages);
- "Cloud" technology to convert and organize photos, video content;
- web-resources system InformNet;
- system PMS;
- Service Channel Manager;
- Call center service code 8-800 calls (outgoing calls to and from the territory of the Russian Federation without pay);
- Own Room 8-800 Partner code and / or direct Moscow number with additional code (on request);
- SMS-service partners;
- payment terminal systems

Note: For information on payment systems and the locations of their terminals, you can check online to see <http://informnet.biz> Geography Project (<http://informnet.biz/Pages/mapsy>)

### 2. RIGHTS AND OBLIGATIONS OF THE ADMINISTRATOR

2.1. Provide client package Product Partner, make it connect to a central database, or give partners access to a private office.

2.2. Perform additional services selected partner in the Personal Cabinet or in accordance with a written application, on the basis of tariffs Administrator.

2.3. The Administrator may involve the provision of services to third parties without the consent of the Customer.

2.4. Submit reports on their work.

2.5. Partner to determine rules for dealing with products and service plans. Partner to provide relevant materials not later than 1 (one) week prior to the introduction of changes.

2.6. Determine the time of system servers and Call center daily

Note: Hours terminals interacting with InformNet, determined owners terminals and usually corresponds to the time point of their location.

2.7. Ensure stable operation of the Product, subject to the smooth operation of communication used by the server and client hardware equipment operators and providers of Internet, as well as power supply systems. Administrator shall not be liable for system failures due to any action undertaken not by their equipment and resulted in a total system failure (breakage "last mile", the failure of the provider Partner backbone providers, etc.).

2.8. The Administrator shall have no liability for malfunctions or the Product and / or damage incurred as a result of operating the Partner Product or hardware-software complex conjugate Partner Product, persons admitted to operating independently Partner Product and its hardware-software complex.

2.9. Providing product service Product would remove possible software failures, as well as advising on current work with the product.

2.10. Through Product Partner to provide an opportunity to edit the information in the database InformNet, and through it in various web-resource connected to the system (own and partner), Call center, connected partnerships terminal systems. Provide translated information Partner introduced them to the database via a handbook on InformNet into foreign languages.

2.11. Organize Client with call forwarding numbers 8-800 (8-800-555-4636), and / or other phone systems InformNet at extension agreed by telephone Partner. Administrator is not responsible for the quality of communication provided in this service in different areas other operators.

2.12. The Administrator may, for product development, use data (including photos, graphics, and video), wound Partner, without giving any notice or compensation.

2.13. The administrator uses all available to him administrative and marketing tools to stimulate Partners InformNet for the rapid and accurate reflection of the information posted, but is not responsible for its content and accuracy.

2.14. Administrator accepts no responsibility for the expected commercial return from the use of the Product, and no warranty of merchantability or fitness for a particular purpose it. Partner takes responsibility for the results of using the product.

2.15. Notify Partner, non-confirmed information that reduces your rating credibility and moved to the bottom of a list of similar proposals when placed in the Call-center and web-resources system. Therefore, when there are changes of their own information, it is advisable to send them optimally in on-line mode, but not less than 1 time per day. And in the absence of any change in the information partner confirming its authenticity currently optimally

- Every day, but not less than one (1) week.

2.16. The Administrator may require editing placed in the database information to the partners to bring it into conformity with the requirements of the product or produce it yourself editing notifying the Partner no later than 24 hours before making any changes.

2.17. The administrator has the right to verify the accuracy of the information provided by the partner.

2.18. The administrator has the right, in case of violation of this Agreement by the Partner and the rules of the Product, to temporarily block information Partner until the cause without any liability for termination costs and losses incurred by the Partner. The fact of and the reason for blocking administrator sends a notice to the Partner by any of the means of communication in the application within 24 (twenty four) hours.

2.19. The Administrator may suspend the system for prevention and / or repair work not more than 72 (seventy two) hours for three (3) months. Exceeding this time, compensating for a Partner in accordance with paragraph 4.6. hereof.

2.20. The Administrator shall notify the Partner on the planned work on the system is not less than twenty four (24) hours prior to the start, but the unplanned suspension of not later than twenty four (24) hours from the time it started.

**Note:** Information and partner notification may be made by the Administrator in any of the following methods or a combination thereof: Publication <http://informnet.biz>, sending a message to the specified e-mail Partner, sending SMS messages or phone call to a specified number of the Partner.

### 3. The rights and responsibilities

Identify the person ( group of persons ), responsible for the use of the Product and the interaction with the Administrator (or his representative / agent) . These persons must be qualified member MS Windows and Internet. Produce or prevent copying, hacking software installed, its infection by computer viruses, spyware and other programs , the introduction into it of other software products, as well as any other concerted action that could damage the product or the information contained in its database , and well as the interests of the Administrator

Bear sole responsibility for the security name (Login) and password for the client software InformNet.

Partner uses the product to organize their own information. Commercial distribution of the Product, as well as the information contained in its database or placing personal information through its software package (function «Inform-Soft»), shall be permitted only under the additional agreement with the Administrator.

Follow the standards and rules of entry and exchange of data envisaged for the Product.

Read information independently placed in a database InformNet, and through it in all parts of the system, including web-resources, Call center, terminal systems and so its official information and be responsible for its content and accuracy.

Reliably and quickly reflect changes in data (committed to on-line work, but at least 1 time per day) on the motion and pricing their products, services, number of rooms (including what rooms, apartments, etc. in it the number of rooms free or busy at the moment, on what date booked, as well as cost and accommodation).

In the absence of any change in the information Partner placed in the system, to confirm its authenticity to the current date, optimally - every day, but not less than one (1) times a week.

Partner agrees to release their products / services (including the provision of number fund) other users InformNet at prices not higher and on terms no worse specified independently Partner Product database at the transaction date, unless the parties to the transaction have agreed otherwise.

3.10. Partner is entitled to receive specified in the tariff plan discounts at InformNet hereunder if the following conditions.

3.11. Upon request of the Administrator of all necessary information, documents and materials in accordance with the requirements of Russian legislation and international agreements.

3.12. Do not post information that is contrary to the law of the Russian Federation , as well as does not conform to generally accepted moral and ethical standards , or offend someone's honor and dignity. ( Including not placed information about dating and marriage , naughty or sexual relationship ; contacts of interest ( non-commercial) ; greetings , jokes , humorous and entertaining , religious and political propaganda ; unconventional treatment of various diseases , spirituality and occultism ; lessons / distance learning courses ( in letters to the disks , Internet , etc. ) , private messages to ask for advance payment : sending SMS, sending COD or sums of money in an envelope , and other investments. ) Allow the Administrator to publish the data provided by the Partner in their advertising and information materials without approval .

## 4. CALCULATION OF THE PARTIES

4.1 The System may preferential placement of information partners without payment with limited functionality. Total cost of services for commercial placement is determined based on the selected partner specific service or package of "My InformNet» <http://informnet.biz> online or at the written request and the current tariffs.

4.2. Placement of false information in the current month Partner deprives all discounts, bonuses, benefits and other privileges in the next month.

NOTE: false, hereunder shall be deemed information insertion / edited

Partner alone (his responsible person) and is not really a description of the proposed goods / services in other documents Partner (official website, price lists, price lists, etc.) at the time of the transaction on the following parameters:

- characteristics affecting consumer properties / quality of goods / services;
- by price or no price indication;
- without additional conditions of the transaction, if any actually exist;
- without / provision of necessary documents for goods / services;
- real lack of goods / services;

NOTE:

1) fact the reliability of information is determined by comparing the data with those stakeholders Administrator.

2) established fact unreliability of information from partners and / or a failure to give pp: 3.11.-3.13. this Agreement is the basis for the deprivation of all Partner discounts, bonuses, benefits and other privileges in the next month. All preferences are renewed for the next month after the penalty, if your partner has led the

information in accordance with the real situation. Reliability of the information verified by the Administrator.

3) in the case of determining fraud (doctored data, etc.) by the buyer shall be applied in accordance with the measures customer contract-offer. Payment shall be made no later than five (5) banking days from receipt of invoice Partner.

4.4. Payment is considered made on the date the funds are credited to the bank's correspondent account Administrator.

4.5. The administrator has the right to change the price and conditions for the provision of their services, partner notification by the above methods, not later than 1 (one) week prior to making changes. The cost of prepaid works and services remains unchanged until the expiration of the contract according to the works and services.

4.6. In the case of suspension of work due to system maintenance or scheduled maintenance work for a period greater than specified in paragraph 2.19., Administrator produces Partner by providing compensation in the next calendar month free time working in the system equal time exceeded the specified suspension of work.

## **5. ORDER OF DELIVERY AND ACCEPTANCE OF SERVICES**

Upon services administrator grants the Partner signing of the Act of Acceptance of services rendered.

5.2. Within five (5) working days after receipt of the Act of Acceptance of Services Partner shall sign it and send one copy to the Administrator, or, in the presence of flaws, submit to the Administrator a reasoned refusal to sign.

5.3. In the case of deficiencies Administrator shall remedy them within five (5) working days of receipt of the relevant claims of the Partner. In case of not providing a reasoned refusal, the report shall be deemed accepted partner, even if he has not signed this Act.

## **6. ADDITIONAL TERMS**

Minimum contract term 6 (six) months.

This Treaty, offer for Partners enters into force from the moment of registration of the Partner relevant section of "My InformNet» Online <http://informnet.biz>, or signing it in writing by the parties of the Agreement.

6.3. Terms additional services are defined when they are connected in My Account, or in written Appendices hereto.

6.4. This Treaty, the offer is valid until terminated by the parties.

6.5. Partner may at any time refuse services Administrator.

6.6. The administrator has the right to terminate this Agreement in the event of failure to eliminate Partner violations specified in paragraph 2.16. within ten (10) working days, as well as systematic or flagrant breach of this Agreement.

6.7. Parties are not responsible for partial or complete failure to fulfill obligations under this Agreement due to the generally recognized force majeure (force majeure), an act or omission of the public authorities, which led to the failure to perform its obligations under this Agreement.

6.8. For suspension or termination of this Agreement (including the circumstances of Force Majeure) initiative party shall notify the other party of its decision in writing not less than ten (10) days prior to the suspension / withdrawal from the Treaty. And when force majeure, not later than ten (10 days) from the occurrence of such circumstances.

6.9. Prepaid money at termination, return to the Partner account for the next calendar month based on the number of days of service since the beginning of the month until the day of signing of the Contract termination inclusive.

6.10. If the termination of the agreement was not due to violations of the Administrator of its obligations, the money is returned prepaid cancellations discounts, bonuses and other preferences granted by the Partner for long-term maintenance.

6.11. Disputes arising between the parties shall be settled by negotiation or in the manner prescribed by the current legislation on the location of the Administrator.