

Valid from 10/1/2017

PUBLIC OFFER

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

1 PREAMBLE

The present document is the official proposal (the 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 "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:

1.1 Electronic service Cardiocloud — electronic service, by means of which the exchange of the Customer's questions and the Organization's answers is carried out.

2.2 The Customer — the person who applies to the Administrator of service for placing his Question on electronic service Cardiocloud for the purpose of obtaining the Answer of the Doctor.

2.3 The Administrator of service — Limited liability company

Nordavind-Dubna which signs the contract with the Organization for working off the Customer's Question and formation of the Answer at the request of the Customer and in his name, behalf and at his expense .

2.4 The Organization — service, the owner of the <https://www.qapsula.com> domain/, by means of which Doctors carry out informing about the Customer's Questions placed on electronic service Cardiocloud and form the Answer.

2.5 The Doctor — the representative of the Organization who has the diploma and the valid certificate of the expert with work admission. The doctor forms the answer according to the results of examining the Customer's Question.

2.6 The Answer — the answer formed by the Doctor on behalf of the Organization based on the Customer's Question sent to electronic service Cardiocloud by means of the Mobile application.

2.7 A mobile application — the program of LLC Nordavind-Dubna installed and working on the Customer's mobile device , 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 A Question — the Customer's question sent to the Administrator of service by means of Internet connections through the Mobile application.

2.9 The contract for receiving information service — the contract of rendering services,

Valid from 10/1/2017

signed by the Customer and the Organization, according to which the Doctor carries out rendering service to the Customer; the Customer pays for **receiving information service** rendered in accordance with the contract. The Contract for rendering information services is the irrevocable offer of the Customer for 24 (twenty four) hour term immediately on its receipt to the electronic service of Cardiocloud. The text of the contract is placed at the following URL: www.cardio-cloud.ru.

2.10 **The par value of information service** — the cost of receiving the Answer to the Question placed on electronic service of Cardiocloud, specified for all Customers.

2.11 **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.

2.12 **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.

2.13 **The contract for receiving information service** – the contract of rendering services, signed by the Customer and the Organization in terms given in Appendix No. 1 to the present Offer, according to which the doctor formulates the answer to the Customer's question; the Customer pays for the receiving information rendered under the Contract concerning the answer to the question posed. 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.

2.14 **The par value of receiving information service** – the cost of the formation of the answer to that placed on the electronic service Cardiocloud specified for all customers.

2.15 **The offer** – the present public Offer of LLC Nordavind-Dubna (PSRN 1115010000269, 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/service/files/Qapsula-offer.pdf](https://cardio-cloud.ru/service/files/Qapsula-offer.pdf).

Valid from 10/1/2017

2.16 **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.

2.17 **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.

3 SUBJECT OF THE OFFER

3.1 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 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.

3.3 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 7.2 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:

Valid from 10/1/2017

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 a question.

5.1.3 To specify full and exact data in the Customer`s comments in order to obtain the most correct answer.

5.1.4 To check correctness of the entered data 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 constant reception of the questions sent.

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 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).

5.2.5 To inform the Customer on course of performing the Agency contract by assigning it a certain status. The status is reflected on the e-mail address on the Internet according to the reference, directed to the e-mail address entered by the Customer when sending a question.

6 TERM AND ORDER OF PERFORMING THE CONTRACT

6.1 The administrator of service immediately places the obtained information together with the Contract for receiving information services on the electronic service Cardiocloud on receipt of the question sent for the acceptance of the Contract for receiving information service by the Organization.

6.2 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 Cardiocloud, 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 by 1 (One) free promo code.

Valid from 10/1/2017

7 PRICES OF THE CONTRACT AND SETTLEMENT PROCEDURE

7.1 Contract price:

7.1.1 The par value of information service amounts 30 (thirty) rubles 00 kopeks.

7.1.2 The Agency fee from which services of payment systems are paid amounts 40 (Forty) rubles 00 kopeks.

7.1.3 The price of the contract is equal to the amount of Par value of information service and Agency fee and makes 70 (Seventy) rubles 00 kopeks.

7.2 Sending a question to the electronic service Cardicloud is carried out only after full payment of the Agency fee and Par value of receiving information service. The sum of Par value of information services is transferred to the Administrator of service for completing the assignment of the Agency contract.

7.3 Payment of an agency fee and par value information services is made at the same time in any of the following ways:

7.3.1 By means of purchasing via the website.

7.3.2 By means of introducing the operating payment code. The order of receiving and using payment codes is established by item 8 of the present Offer .

7.3.3 By means of introducing the operating promo code .The order of receiving and using promo codes is established by item 9 of the present Offer .

7.4 The Customer is recognized to have properly fulfilled his duties on payment agency fee and par value of information service 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 ORDER OF RECEIVING AND USE OF PAYMENT CODES

8.1 The electronic code of payment can be acquired from the Administrator of service for money.

8.2 The payment code on a scratch card can be acquired for money by means of buying the scratch card.

8.3 Period of the payment code validity and conditions of its return are specified when receiving the payment code.

8.4 Introducing 1 (One) payment code into the relevant field is equated to full payment of the agency fee and full payment of par value of 1(One) information service.

Valid from 01.10.2017

8.5 The payment code is considered invalid in any of the following cases:

8.5.1 After expiration.

8.5.2 After its use.

9 ORDER OF RECEIVING AND USING OF PROMO CODES

9.1 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.

9.2 The promo code on a scratch card can be received during a promotion action.

9.3 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.

9.4 Introducing 1 (One) promo code to the relevant field is treated as payment for agency fee and/or payment for par value of 1 (One) information service in the full scope specified in the promo code use conditions.

9.5 The promo code is considered invalid in any of the following cases:

9.5.1 After its expiration.

9.5.2 After its use.

10 ORDERS AND TERMS OF REFUND

10.1 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.

10.2 The promo codes which are gratuitously received during the promotion actions are not refunded.

10.3 Refund of unused valid promo codes is carried out within the term of their validity.

10.4 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.

10.5 The application for refund can be submitted in the following ways:

10.5.1 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

Valid from 10/1/2017

to the postal address: The Moscow region, Dubna, Programmistov St., 4, office 371 (on week days -from 9 a.m. till 6 p.m.).

10.5.2 In a simple written form by sending it to the postal address: 141983, the Moscow region, Dubna, Programmistov St., 4, office 371.

10.5.3 By filling in a feedback form at the following URL: <http://cardio-cloud.ru/>.

10.6 Refund is carried out after checking the validity of the electronic promo code specified in the statement.

10.7 The Administrator of service makes refund at the rate of the agency fee and par value of information service at the date of receiving a promo code for which the refund is made by the Customer .

10.8 Refund can be carried out only to the person, who directly paid services for which the promo code had been provided.

10.9 Refund is made in one of the following ways:

10.9.1 By postal order or bank transfer specified by the Customer in the statement – in case the Customer introduces a payment code .

10.9.2 By the transfer into the bank card with which payment was made – in case of payment by the bank card.

10.9.3 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.

11 CONFIDENTIALITY AND PERSONAL DATA

11.1 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.

11.2 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".

12 RESPONSIBILITY

12.1 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.

Valid from 10/1/2017

12.2 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:

12.2.1 In case of failure to provide access of the Organization to electronic service Cardiocloud.

12.2.2 In case of failure to provide continuous and trouble-free operation of electronic service Cardiocloud.

12.3 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/>.

12.4 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).

12.5 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.

13 RESTRICTION OF RESPONSIBILITY

13.1 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.

13.2 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.

13.3 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 the electronic service Cardiocloud acting as the doctors who do not have any duties to sign agreements between the Customer and these persons.

Valid from 10/1/2017

14 FORCE MAJEURE CIRCUMSTANCES

14.1 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.

14.2 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.

15 VALIDITY PERIOD AND ALTERATION OF THE OFFER

15.1 The Offer comes into force from the moment of its placement at the following URL: <https://cardio-cloud.ru/service/files/Qapsula-offer.pdf>.

15.2 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.

15.3 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.

16 FINAL PROVISIONS

16.1 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.

16.2 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.

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 the irrevocable official Customer`s proposal (Offer) addressed to the Organization to sign the Contract for receiving information services by the Customer, the "Contract" called further, 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:

1.1 Electronic service of Cardiocloud — electronic service, by means of which the exchange of the Customer`s questions and the organization`s answers is carried out.

2.2 The Customer — the person who applies to the Administrator of service for placing his Question on electronic service Cardiocloud for the purpose of obtaining the Answer of the Doctor.

2.3 The Administrator of service — Limited liability company Nordavind-Dubna which signs a contract with the Organization for working off the Customer`s Question and formation of the Answer at the request of the Customer and in his name, behalf and at his expense.

2.4 The Organization — service, the owner of the <https://www.qapsula.com> domain/, with the help of which Doctors carry out informing concerning the Customer`s Questions placed on electronic service Cardiocloud and form the Answer.

2.5 The Doctor — the representative of the Organization having the diploma and the valid certificate of the expert with work admission. The doctor forms the answer according to the results of examining the Customer`s Question.

2.6 The Answer — the answer formed by the Doctor on behalf of the Organization based on the Customer`s Question sent to electronic service Cardiocloud by means of the Mobile application.

2.7 A mobile application — the program of LLC Nordavind-Dubna installed and working on the Customer`s mobile device, intended for registration of Medicobiological information by means of ECG Dongle device and sending this information to electronic service of Cardiocloud through the Internet.

2.8 A Question — the Customer's question sent to the Administrator of service by means of Internet connections through the Mobile application.

Valid from 10/1/2017

2.9 The contract for receiving information service — the contract of rendering services, the prisoner between the Customer and the Organization, according to which the Doctor carries out rendering service to the Customer, and are paid by the Customer rendered on to the contract for **receiving information service**. Contract for receiving information services is the irrevocable offer of the Customer for the term of 24 (Twenty four) hours since the moment his revenues to electronic service of Cardiocloud. The text of the contract is placed at the following URL: www.cardio-cloud.ru.

2.10 The par value of information service — the cost of receiving the Answer to the Question placed on electronic service of Cardiocloud, specified for all Customers.

2.11 The Agency contract – the agency contract signed (concluded) between the Customer and the Administrator of service on conditions of the present Offer, in compliance with which 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.

2.12 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.

2.13 The contract for receiving information service – the contract of rendering services, signed by the Customer and the Organization in terms given in Appendix No. 1 to the present Offer, according to which the doctor formulates the answer to the Customer's question; the Customer pays for the receiving information rendered under the Contract concerning the answer to the question posed. The Contract for receiving information service is the irrevocable offer of the Customer for the term of 24 (Twenty four) hours immediately upon the receipt of the application for the electronic service Cardiocloud.

2.14 The par value of receiving information service – the cost of the formation of the answer to that placed on the electronic service Cardiocloud established for all customers.

2.15 The offer – the present public Offer of LLC Nordavind-Dubna (PSRN 1115010000269, INN 5010042880, location address: 141983, Moscow region, Dubna, Programmistov St., 4, office 371) about the conclusion of the Agency contract, published in a mobile application and at the following URL:<https://cardio-cloud.ru/service/files/Qapsula-offer.pdf>.

2.16 The payment code – a special unique alphanumeric code which gives its owner the right to receive certain services in a mobile application. The payment code can be acquired for money in the form of an electronic code or a code on a scratch card.

Valid from 10/1/2017

2.17 **The promo code** – a special unique alphanumeric code which gives its owner the right to receive certain services in a mobile application or a discount to payment in a mobile application. The promo code can be received from the Administrator of service or during the promotion action. The promo code can exist in the form of an electronic code or a code on a scratch card.

3 SUBJECT OF THE OFFER

3.1 The Administrator of service, acting on behalf of the Customer and at his expense as well as basing on the agency contract signed with the Customer instructs the Organisation, which in its turn undertakes rendering information service on electronic service Cardiocloud and form the answer to the question received from the customer. The service is rendered on a fee basis.

4 ACCEPTANCE OF THE OFFER, MOMENT OF SIGNING THE CONTRACT

4.1 The contract is considered to be signed in Moscow, Russia, in a simple written form from the moment of its acceptance by the Medical organization.

4.2 3 Acceptance on other conditions, except stated in the present Offer and also partial acceptance are not allowed.

5 PRICES OF THE CONTRACT AND PAYMENT PROCEDURE

5.1 The cost of the present Contract represents Par value of medicobiological information research which amounts 30 (Thirty) rubles 00 kopeks.

5.2 Under the present Contract the Administrator of service makes payments to the Organisation 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 question to the electronic service Cardiocloud.

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 form his question accurately.

6.1.3 To provide payments to the Organization, having paid to the Administrator of service the cost of the par value of information service or having entered the operating promo code.

6.2 The organization is obliged:

6.2.1 To render information service.

Valid from 10/1/2017

7 RESPONSIBILITY

7.1 The organization is not responsible for untimely receiving information service by the Customer in case he lacks the Internet access.

8 RESTRICTION OF RESPONSIBILITY

8.1 The customer confirms and agrees that the received information service is not a medical certificate, therefore medicines and procedures can not be prescribed.

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.