

OFFER FOR BLOYD.RU SELLERS

Russian Federation, city of Moscow
30.12.2022

This agreement (hereinafter referred to as the Agreement) is a public offer of the BLOYD Service (that is, an offer to conclude an Agreement on the specified conditions) and determines the general terms and conditions and procedure for using the BLOYD mobile application and the Site <https://bloyd.ru>, as well as web services and materials posted on the Site <https://bloyd.ru>, the rights to which belong to the Limited Liability Company "BLOYD" (hereinafter referred to as the "Company"). The terms of the Agreement may be supplemented or specified from time to time by separate additional provisions and rules and other documents regulating the activities of BLOYD and being an integral part of the Agreement. The Company, on the one hand, and the person who accepted the offer posted on the Internet at <https://bloyd.ru>, on the other hand, have entered into this Agreement as follows:

1. BLOYD

- 1.1. CONCEPTS - (1) a mobile application hosted on the AppStore platforms, Google Play, as well as the online service hosted on the Website <https://bloyd.ru>, with the help of which the Seller can publish ads and offer its Services to Buyers, indicating the conditions for their purchase and provision, as well as negotiate, conclude transactions and make settlements with Customers who intend to purchase or have purchased the Services. BLOYD is available around the clock. (2) an Internet resource, a set of programs owned by the Company, through which the Company provides the Sellers with the following services: (a) promotion of Author's trips and master classes, (b) ensuring the technical possibility of interaction between the Seller and the Buyer, booking Services and organizing settlements, (c) to assist in resolving disputes between Users by providing information regarding their actions in connection with the conclusion and execution of transactions between them.
- 1.2. Order - the Buyer's request for the purchase of author's travel services and / or services in the category "sports and health".
- 1.3. Content - the author's unique materials of the Sellers, including, but not limited to: texts, photos, video materials used by the Seller to promote their Services on BLOYD.
- 1.4. Company - Limited Liability Company, which owns all rights to the Site, BLOYD and the domain <https://bloyd.ru> and which provides services to Users on the terms of this Agreement and the User Agreement. The Company is not a travel organizer or a person providing tourist services, a seller of tourist products within the meaning of Federal Law No. 132-FZ of November 24, 1996 "On the Fundamentals of Tourism Activities in the Russian Federation". By interacting through the use of BLOYD, Users enter into a contractual relationship directly with each other. The Company is not a party or other participant in any contractual relationship between Users, and is not a travel agent or insurer in relation to any insurance risks of Users. The Company does not act as an agent of Users, except as provided for by the terms of payment services.
- 1.5. User - any natural or legal person registered on BLOYD.
- 1.6. Seller - any individual or legal entity registered and verified on BLOYD as a Seller offering Buyers to purchase their services for profit.

- 1.7. Buyer - any individual or legal entity that has placed an order for BLOYD to purchase services from the Seller for personal and other needs not related to business activities.
- 1.8. Site - an automated information system available on the Internet at the address (including subdomains) bloyd.ru. The Site is used by the Sellers to place ads on services of the "author's trips" category and/or services of the "sports and health" category, conclude contracts for the provision of services of the "author's trips" category and/or services of the "sports and health" category.
- 1.9. Service / Services - services of the category "author's trips" or services of the category "sports and health" provided by the Seller to Users using BLOYD services.

Carefully read the terms of this Agreement and other documents regulating the activities of BLOYD before using. If you do not agree with this Agreement, as well as other conditions and / or other documents governing the activities of BLOYD in general or in part, immediately stop all use of BLOYD and immediately leave the Site.

2. SUBJECT OF THE AGREEMENT

- 2.1. The Company grants the Seller a non-exclusive license to use the Site, and the Seller undertakes to comply with the terms of use of the Site.
- 2.2. Under this Agreement, the Company provides information services and undertakes on its own behalf, at its own expense, but in the interests of the Seller, to provide information services for posting advertisements for author's tours and services of the "sports and health" category, forming Orders with Buyers, and the Seller undertakes to accept the results of the provided information services and pay remuneration to the Company in the amount and in the manner prescribed by this Agreement.
- 2.3. The Company is not an organizer of author's tours, a seller of any goods or services. All obligations regarding the provision of copyright tours or the provision of relevant services arise between the Buyer and the Sellers and / or third parties in accordance with the terms of the Order. The Company is not responsible for the validity and enforceability of the specified obligations by the Sellers. The Company is also not authorized by its actions to recommend any Users, ads or Services. Any indication that the User is "confirmed" (or other similar definitions) means only that the User has passed the appropriate registration and verification procedure by the BLOYD service.
- 2.4. The provisions of this Agreement and the User Agreement shall apply to the relations of the Parties insofar as they do not contradict the Agreement.

3. REGISTRATION

- 3.1. To register on the Site, the Seller clicks the "Register" button and fills out a questionnaire form in which he indicates personal data, data of a duly registered LLC, or individual entrepreneur, or self-employed status in accordance with the fields during registration. The Seller guarantees that it provides reliable and non-violating the legislation of the Russian Federation information about itself, its individual entrepreneur or LLC.
- 3.2. After registration is completed, the Seller receives a notification of the completion of registration to the e-mail specified during registration.

- 3.3. All actions on the Site under the created account are considered to be performed by the Seller personally or by a representative authorized in accordance with the requirements of the legislation of the Russian Federation.
- 3.4. The seller is obliged to indicate valid bank details in the BLOYD personal account.
- 3.5. In case of successful verification of information about the Seller, the Company forms the Seller's profile on the Site.

4. OFFER OF SERVICES

- 4.1. The Seller places information about the Services on the Site, can edit information about the Services in the personal account.
- 4.2. The Seller guarantees that the information about the Services related to the author's tours and / or services of the "sports and health" category is reliable, complete and up-to-date both at the time of adding and in the future.
- 4.3. It is forbidden to use in the description of the Services:
 - 4.3.1. information or materials that are contrary to the laws of the Russian Federation;
 - 4.3.2. obscene expressions, insults;
 - 4.3.3. contacts and personal data of the Seller or his representative for placing an order not on the Site;
 - 4.3.4. texts that make it difficult to perceive information, including those typed in uppercase, Latin, with a large number of errors, without punctuation marks or spaces.
- 4.4. Uploaded photos and videos, as well as texts describing the Services, must belong to the Seller, demonstrate the directly offered Service, additional services or related products.
- 4.5. In case of successful verification of information about the Services, the Company forms the page of the Seller's Services on the Site.
- 4.6. The Seller grants the Company a royalty-free, non-exclusive right to use such Content for viewing, reproduction (including copying), processing (including publishing, printing copies) and other rights solely for the purpose of using it to promote and advertise BLOYD, except when such use causes or may cause harm to the legally protected interests of the right holder.
- 4.7. The Seller grants BLOYD Users a royalty-free, non-exclusive right to use such Content by viewing, reproducing (including copying), processing (including printing copies) and other rights solely for the purpose of personal non-commercial use, except when such use causes or may harm the legally protected interests of the right holder.
- 4.8. In the event that violations of copyright, related rights and other rights to objects of intellectual property are found in the Content, the Company has the right to block the Seller's profile, as well as delete his ads.
- 4.9. The Company has the right to use the copyright materials of the Sellers, namely photo and video materials

5. PLACEMENT OF ORDERS BY BUYERS

- 5.1. The terms of the contract for the provision of Services between the Seller and the Buyer are collectively specified in: this Agreement; description of the author's tour; description of the services of the "sports and health" category, as well as in a specific Order issued by the Buyer.

- 5.2. The Buyer, using the Site, sends an Order, which is displayed in his personal account on the Site and in the BLOYD application. If the Seller confirms the possibility of providing the Service in the Personal Account on the Website and in the BLOYD application, the contract for the provision of services between the Buyer and the Seller of services is considered concluded. The Buyer pays for the Service to the Seller's nominal account, the money for the Service is credited to the Company's settlement account, and the Seller's personal account reflects the current order with a reflection of the cost.
 - 5.3. Confirmation of the provision of the Service is carried out as follows:
 - 5.3.1. for the category "sports and health" - the Buyer either provides the Seller with a QR code from the BLOYD mobile application or mobile browser for scanning by the Seller with a camera from the personal account on the BLOYD mobile browser during the provision of the service, or the Buyer presses the button in BLOYD application "I received the service", and the Merchant button - "I provided the service" after the completion of the service. If neither the Seller nor the Buyer has confirmed the provision of the Service in BLOYD, automatic confirmation occurs after 24 (twenty-four) hours from the moment specified in the Service order.
 - 5.3.2. for the category "author's trips" - the Seller presses the button Seller - "I provided a service" and Buyer - "I received a service" through BLOYD. If neither the Seller nor the Buyer has confirmed the provision of the Service in BLOYD, automatic confirmation occurs after 24 (twenty-four) hours from the moment specified in the Service order.
 - 5.4. After confirmation of the provision of the Service, the funds become available to the Seller for withdrawal to the bank details specified in the personal account.
 - 5.5. The Seller undertakes to properly fulfill the obligations under the relevant service agreements (transactions) concluded with the Buyers.
 - 5.6. Settlements between the Seller and the Buyer are carried out using a nominal account on BLOYD. The Seller is recognized as the beneficiary of the funds contributed by the Buyer to pay for the Service. Other payment methods are not allowed. The Seller agrees that the Company is not a party to the agreement between it and the Buyer, but acts as a limited liability collection agent. After the transfer of funds to the Seller's nominal account, the Buyer's obligation to pay for the Services for the agreed amount is considered fulfilled. Additional commissions/fees from the Client for payment for services are taken into account by the Seller when specifying the cost of the Service.
 - 5.7. The service can be paid by the Buyer by installments according to the conditions of the Company's partner (bank).and the Company's partner (bank) depending on the total cost of the Services
6. Buyer
 - 6.1. . By the Buyer (of the order) through the BLOYD technical support service (help@bloyd.ru) within a period not exceeding 24 (twenty four) hours from the receipt of the order for rendering. hours, the Company refunds the amount paid for the order to the Buyer without the participation of the Seller and withholding the remuneration
 - 6.2. . namely:

- for the Seller with registration of an individual entrepreneur or LLC, remuneration (commission) The Company is 15% of the cost of the Service,
 - for the Seller without registering an individual entrepreneur or LLC, the remuneration (commission) to the Company is 20% of the cost of the Service.
- 6.3. If the Seller has not provided the Service to the Buyer, the funds shall be returned by the Seller to the Buyer in full within 3 (three) working days and additionally the Seller pays remuneration to the Company in the following amount:
- for the Seller with registration of an individual entrepreneur or LLC, the remuneration (commission) to the Company is 15% of the cost of the Service,
 - for the Seller without registering an individual entrepreneur or LLC, the remuneration (commission) to the Company is 20% of the cost of the Service.
- 6.4. If the Seller receives information about the impossibility of providing the booked and/or confirmed Service or about changing the parameters of the Service, the Company has the right to offer the Buyer alternative Services.
- 6.5. The conditions for canceling the Service, set by the Seller independently and individually for each Service and relevant at the time of making the deposit, are not subject to change during the entire period of validity of the announcement of the Service

7. REWARD

- 7.1. In accordance with Art. 860.1 of the Civil Code of the Russian Federation and within the framework of this Agreement, all operations are carried out using a nominal account (bank account) opened by the Company (account holder) for:
- settlements under Service agreements between the Seller (beneficiary of the nominal account) and the Buyer;
 - payment of remuneration to the Company;
 - payment of commission for money transfer;
 - transfer of funds to the settlement account of the Company and/or partners (paying agents) for settlements with Sellers who are tax non-residents of the Russian Federation;
 - payment of remuneration in case of payment by installments and payment of interest for the purchase of the Service by installments, in accordance with the conditions posted on the Site and / or in the description of the Service.
- Nominal account movements are controlled by the account holder, the bank executes only the account holder's instructions.
- 7.2. The rights to funds in a nominal account belong to the Seller in the amount of obligations under the concluded Service Agreements with the Buyers.
- 7.3. The nominal account is not used for the fulfillment by the Merchant (the owner of the account and the beneficiary of the account) of his obligations to pay taxes. For these purposes, the parties use their current accounts in the usual manner.
- 7.4. Not later than 3 (three) banking days from the date of confirmation of the Order, the funds received from the Buyer are transferred from the nominal account to the Seller's settlement account, minus the remuneration to the Company and the commission for the transfer.
- 7.5. The Company's remuneration is 15% of the cost of the Services, 20% - for Sellers with the status of "self-employed", unless otherwise provided in agreements with the Seller. The Company transmits all the necessary information about the confirmation of the transaction, and the Seller all the necessary data to receive the

funds. The Company does not guarantee the absence of errors and malfunctions in relation to the provision of the payment option. The Company has the right to change the amount of remuneration for using the BLOYD Merchant from time to time.

- 7.6. The Company's remuneration is not subject to VAT due to the use of a simplified taxation system in accordance with Part 2 of Art. 346.11 of the Tax Code of the Russian Federation.
- 7.7. Payments are made in Russian rubles. The Seller's obligation is considered fulfilled from the moment the Services are rendered to the Buyer and the remuneration is credited to the Company's account.
- 7.8. The Company has the right not to transfer funds until the Seller indicates the details in the personal account. Penalties for late payment are not accrued and are not paid by the Company.
- 7.9. The Seller independently pays taxes on income received for the Services. The Seller undertakes, when concluding an agreement with the Buyer, to provide the Company with reliable information on the applicable taxation system, or, in case of receiving a relevant request from the Company, to provide documents confirming the application of the relevant system.

8. RIGHTS AND OBLIGATIONS OF THE SELLER

- 8.1. The Seller undertakes to get acquainted with the current version of this Agreement. The Seller undertakes to strictly fulfill its obligations under the order (service agreement between the Seller and the Buyer).
- 8.2. When posting information about the Service, the Seller undertakes to indicate the following information:
 - 8.2.1. the type of Service and a detailed description;
 - 8.2.2. date(s) of the Service
 - 8.2.3. number of participants;
 - 8.2.4. description of additional services (if any);
 - 8.2.5. conditions for a refund, in case of cancellation of the Order by the Buyer more than 24 hours in advance. These conditions must not contradict the conditions for the return of funds posted on the Site. The Company has the right to withhold in its favor the remuneration for the generated Order, as well as the commission for the transfer;
 - 8.2.6. a list of necessary / recommended clothing / equipment for the Buyer (if necessary);
 - 8.2.7. a list of equipment and equipment provided to the Buyer (if necessary);
 - 8.2.8. on the requirements imposed by authorized bodies on documents (including for foreign citizens);
 - 8.2.9. on the possibility of acquiring medical insurance and on the conditions of insurance;
 - 8.2.10. about the rules of conduct during participation in the author's tour;
 - 8.2.11. about possible difficulties associated with ignorance of the language of communication of the country (place) of stay during the author's tour;
 - 8.2.12. on the state of the natural environment in the country (place) of stay and on the specifics of weather conditions;

- 8.2.13. o sanitary and epidemiological situation in the country (place) of temporary residence;
 - 8.2.14. About the dangers that you may encounter while participating in the author's tour;
 - 8.2.15. About what medical measures (including vaccinations) must be taken to enter the country (place) of temporary residence and participate in the author's tour.
- 8.3. The Seller has the right to establish an installment plan for payment for the Services. The Seller has the right to refuse to provide an internal installment plan for the Services provided by him without giving reasons.
 - 8.4. The Seller undertakes to pay remuneration to the Company in accordance with the procedure and terms established by this Agreement.
 - 8.5. The Seller undertakes to provide the Company with information on the services actually provided by the Seller for each order, to the extent required by the Company. The specified information is provided to the Company within 3 (three) business days after the Seller receives a request from the Company. Information and documents confirming the expenses actually incurred by the Seller are provided no later than 14 (fourteen) calendar days from the date of the request by the Company.
 - 8.6. The Seller undertakes to independently and properly fulfill its obligations under each order, as well as to independently resolve the Buyers' claims related to such obligations, including claims arising from the discrepancy between the order amount and the Seller's current tariffs.
 - 8.7. The Seller undertakes to be responsible for the legality and legitimacy of the Services provided.
 - 8.8. The Seller undertakes to notify the Company within 3 (three) calendar days of any changes, including: changes in its company name (last name, first name or patronymic), legal address, actual address, postal address, bank details, website address, applicable taxation system, as well as passport data.
 - 8.9. The Seller guarantees that the cost of any of its Services on the BLOYD service is no more than on any other resource on the Internet, including, but not limited to, its own website or pages or accounts on social networks such as pinterest, youtube, vkontakte and others. If the Buyer finds the Service of this Seller at a lower cost within 24 (twenty-four) hours after the payment made by him and provides a valid link to information about this, the Seller undertakes to immediately reduce the cost of the Service on BLOYD and compensate this difference to the Buyer.

9. RESPONSIBILITY OF THE PARTIES

- 9.1. In the event that the Company raises claims and lawsuits from third parties in connection with the Seller's violation of the norms of the current legislation of the Russian Federation, the terms of the contract and / or the contract for the provision of services with the Buyer:
 - 9.1.1. The Company informs the Seller about the claims received. The Seller is obliged to independently, at its own expense and within a reasonable time, resolve these claims and disputes without involving the Company as a party to the dispute.
 - 9.1.2. The Company has the right to pay the claims made on a voluntary basis and require the Seller to compensate for the losses incurred as a result of claims

and claims against it from third parties. The Company has the right to withhold in its favor the money to be transferred to the Seller by order.

9.1.3. The Company has the right to reimburse the incurred losses and / or transaction costs in the event of a refund to the Buyer from any amounts received on the nominal account for the execution of the order.

9.2. The Site is provided to the Seller "AS IS" ("AS IS") in accordance with the principles generally accepted in international practice. This means that the Company is not responsible and does not reimburse the Seller for any problems that arise during the operation of the Site, including:

9.2.1. problems associated with the incorrect operation of the Site;

9.2.2. problems arising as a result of illegal actions of the Company's personnel, third parties, etc.;

9.2.3. inability to use the Site for reasons beyond the control of the Company.

9.3. The Company is not responsible for:

9.3.1. the Seller's losses;

9.3.2. execution by the Seller of an order (contract for the provision of services with the Buyer);

9.3.3. non-compliance of the cost of the Services indicated on the Site with the current price lists of the Seller if the Seller did not notify of a change in the cost of the Services;

9.3.4. any actions of the Buyer.

9.4. In the event that the Buyer paid for the Services directly to the Seller, and the Seller did not pay the remuneration to the Company, the Company has the right to terminate the Agreement unilaterally and delete the Seller's Account.

9.5. The Company is an information intermediary in accordance with Article 1253.1 of the Civil Code of the Russian Federation and is not responsible for the violation of copyright, related rights and other intellectual property rights committed by the Seller when posting information about the Services on the Site. The Company presumes the conscientious attitude of the Users to the information and images posted by them on the Site.

9.6. The Company reserves the right, in case of claims from any third parties for violation of copyright, related rights and other rights to intellectual property objects, to re-issue the specified requirements in full against the Seller, as well as to recover from him the losses caused by the specified violation.

10. FINAL PROVISIONS

10.1. All disputes that arise between the parties in the course of fulfilling obligations under the Agreement are resolved through negotiations.

10.2. The claim procedure for settling disputes arising from the execution of the Agreement is mandatory for the Parties. The term for consideration of the claim is 10 (ten) working days from the date of its receipt.

10.3. If it is impossible to reach an agreement through negotiations or in a claim procedure, disputes are resolved in court in accordance with the legislation of the Russian Federation in the Moscow Arbitration Court.

10.4. The Agreement comes into force from the moment of acceptance and is valid until the deletion of the Seller's Account.

- 10.5. The Company has the right to unilaterally, without notice, refuse to execute the Agreement and delete Seller in the event of a double improper performance by the Seller of the service agreements concluded with the Buyer.
- 10.6. The Parties have agreed that reports, notifications, requests for documents and information, responses to them shall be sent to each other by e-mail:
- by e-mail of the Company specified in clause 10.15 of the Agreement;
 - by e-mail of the Seller specified during registration on the Site.
- 10.7. Correspondence by e-mail and on the Site is legally binding, including in the event of legal proceedings. This way of exchanging documents and information is appropriate.
- 10.8. The Parties undertake to notify each other of changes in details, including bank, postal, e-mail addresses, telephone numbers, within 3 (three) calendar days from the date of change. If the parties fail to comply with this requirement, all notices, notices sent to the details known to the other party, are considered to be properly sent.
- 10.9. The Seller's refusal to use BLOYD and/or removal of the Content does not terminate the Company's non-exclusive rights to the Content that was used by the Company prior to the decision to unilaterally waive the Agreement by the Seller.
- 10.10. Legal relations between the Seller and the Company arise from the moment of its accession to the terms of this Agreement and other documents constituting the BLOYD public offer, and exist for an indefinite period. legal relationship is terminated if:
- the Seller has decided to terminate the use of the BLOYD service by sending the appropriate notice to the Company (by contacting the BLOYD service interface);
 - The Company will decide to terminate the legal relationship unilaterally out of court with the immediate termination of access and the ability to use the BLOYD service and without reimbursement of any costs or losses, unless otherwise provided by applicable law. In particular, the Company has the right to make such a decision in the event of: the closure of BLOYD; any, including a single, violation by the Seller of this Agreement and other documents constituting the public offer of the BLOYD service.
- 10.11. The Company has the right to use information about the Services offered by the Seller free of charge in advertisements placed by the Company on websites and services of third parties.
- 10.12. By providing his personal data and expressing his consent to this Agreement, the Seller gives his consent to the processing, storage and use of his personal data on the basis of Federal Law No. 152-FZ "On Personal Data" dated July 27, 2006 for the following purposes:
- registration of the Seller on the Site and in the BLOYD service;
 - implementation of customer support by the technical service of the site;
 - organization of settlements between the Seller and the Buyer in accordance with this Agreement, as well as transactions concluded between them in accordance with the procedure established by the current legislation of the Russian Federation;
 - fulfillment of the Seller's obligations to the Buyers and the Company;
 - conducting by the Company an audit and other internal studies in order to improve the quality of the services provided;

- providing information about him as the person who posted Content on BLOYD with copyright infringement of third parties in the event of such third parties whose rights were violated by the Seller.
- 10.13. If any provision of the Agreement is declared invalid or unenforceable by a court decision or other competent authority, this does not entail the invalidity of the Agreement as a whole and / or the remaining provisions of the Agreement.
- 10.14. The Company has the right to unilaterally amend the terms of the Agreement at any time. The changes come into force from the moment the new version of the Agreement is published on the Site. If the Seller continues to use the Site, he agrees to the changes in the Agreement.
- 10.15. BLOYD Limited Liability Company, OGRN: 1217800188363, email: help@bloyd.ru, legal address: 125565, Moscow, Leningradskoe shosse, 80, building 1