# **PUBLIC OFFER**

# Provision of services to ensure participation in the Russian-Chinese Symposium FUTURE ORTHOPEDIC: NANOTECHNOLOGY AND AI to be held on 30 November 2021

**Ltd.** "**Trialogue**", hereinafter referred to as the "**Contractor**", enters into this Agreement with any person, hereinafter referred to as the "**Customer**". This Agreement is a services agreement concluded by means of the Public Offer, and regulates the provision of services and obligations arising between the Contractor and the Customer. The text of this Agreement is available on the Internet at <a href="https://ortho.confreg.org/">https://ortho.confreg.org/</a>

### 1. Definitions

- 1.1 **"Event"** means the Russian-Chinese Symposium FUTURE ORTHOPEDIC: NANOTECHNOLOGY AND AI to be held on 30 November 2021 and arranged by Ltd. "Trialogue". Information on the Event is available at https://ortho.confreg.org/
- 1.2 "Web page" means an Internet resource located at: <a href="https://ortho.confreg.org/">https://ortho.confreg.org/</a> which contains the information about the event.

# 2. Subject of the Agreement

- 2.1 The subject of this offer is the provision of services to the Customer on the terms and conditions of this offer and in accordance with the prices and other conditions published on the Web page in accordance with clause 1.2 of this Agreement.
- 2.2 The complete and unconditional acceptance of this offer is any action by the Customer to fulfill the conditions specified in this offer, including payment for services, registration as a user on the Web page <a href="https://ortho.confreg.org/">https://ortho.confreg.org/</a>, as well as other actions confirming the intentions of the Customer to use the services of the Contractor.
- 2.3 From the moment of acceptance, the Customer is considered to have read and agreed to this offer and in accordance with the Civil Code of the Russian Federation is considered to have entered into the contractual relations with the Contractor in accordance with this Agreement.

# 3. Rights and obligations of the Parties

- 3.1. The Contractor is obliged to:
- 3.1.1. Provide the Customer with services, according to the requirements stipulated by this Agreement from the moment the Parties enter into the contractual relations hereof.
- 3.1.2. Inform the Customer on any changes regarding the Events by posting information about the changes on the Web page.
- 3.1.3. Provide the Customer with information on the cost of services and payment options. In case of payment order through the payment terminal to provide the Customer with information on the amount of payment, consistent with the payment systems involved in the process of payment.
- 3.1.4. Avoid disclosure of any personal information of the Customer and provision of access to this information to third parties, except as required by law. The Contractor has access to the information of the Customer in order to fulfill its obligations to ensure the participation of the Customer. The Contractor has the right to disclose the above data only to the competent state authorities in cases provided for by the current legislation of the Russian Federation. Backing up

the Customer's data in order to prevent loss of information is not a violation of the confidentiality of the Customer's information.

- 3.2. The Company shall have the right to:
- 3.2.1. Refuse to provide services to the Customer without the Customer's acceptance of the terms and conditions of this Offer.
- 3.2.2. Require from the Customer full payment for services.
- 3.2.3. Use third parties to receive payments for services.
- 3.2.4. Unilaterally change this Agreement and cost of services by publishing the respective information on the Web page.
- 3.2.5. Disable and enable service for preventive maintenance on the server and other equipment used in the provision of services at convenient time, informing the Customer on the Web page.
- 3.2.6. Without any compensation or responsibility to the Customer to make photo and video recording of the Customer during the Event, use photo and/or video materials with the Customer's participation in promotional, advertising and other publications in polygraphy, on radio, television, the Internet and other sources without restrictions on the timing and places of use of these materials, as well as the right to edit such materials.
- 3.3. Customer agrees to:
- 3.3.1. Prior to the conclusion of this Agreement read its terms and conditions and the cost of services on the Web page <a href="https://ortho.confreg.org/">https://ortho.confreg.org/</a>.
- 3.3.2. Put the actual contact information when registering at the Web page and ordering services.
- 3.3.3. Check the accuracy of all data required for payment when making an order. If the Customer refuses to provide the required data, the Contractor shall have the right to refuse to provide services.
- 3.3.4. in full the cost of services by way of payment given on the Web page and within the period specified by the Contractor in the course of registration payment.
- 3.4. The Customer has the right to:
- 3.4.1. Order services on the Web page. The Customer acknowledges that in the case of receiving the Contractor's services, the Customer fully and unconditionally accepts the terms and conditions of the Offer, regardless of the manner in which services are ordered.
- 3.4.2. Select the method of payment from the options listed on the Web page.
- 3.4.3. Check the order details before its placing. The Customer is solely responsible for the accuracy and legitimacy of the use of the data when placing the order.

# 4. Refunds

- 4.1. The Contractor undertakes to refund the money paid by the Customer within 14 (fourteen) business days from the end date of the Event only in those cases in which a return is possible, namely:
- Random double order and payment of one service;
- In the event that the deadlines for cancellation of payment for each of the services for which a refund is required have not passed. Terms of cancellation are published on the Web page.
- In case of cancellation, replacement or postponement of the Event by the Organizing Committee.
- 4.2. Refunds will be made net of bank charges and penalties (if applicable) implemented to this service on the date the Customer submits a refund request. The following documents should be provided by the Customer: the original of the Customer's refund application form, scanned copy of the Customer's passport (if the Customer is an individual), scanned copy of the Customer's bank card (if the Customer is an individual), bank details (if payment was made by the credit card) and bank details and accounts (if payment was made by bank transfer).
- 4.3. Amount of the penalties (if applicable) are published on the Web page.

4.4. The Contractor does not return to the Customer the money paid under this Agreement if the services were not provided through the fault of the Customer, in particular, due to a violation of the terms and conditions of this Agreement.

# 5. Liability and Dispute Resolution

- 5.1. The Contractor shall not be liable in the event of non-performance or improper performance of services on its part or on the part of third parties, arising due to the unreliability, failure or delay in confirming the information provided by the Customer and arising as a result of other Customer's violations of the terms and conditions of the Offer.
- 5.2. The Contractor shall not be liable in the event of the Customer's failure to attend the Event due to the circumstances beyond the control of the Contractor.
- 5.3. The Contractor shall not be liable for non-compliance of the Event to the Customer's expectations and his subjective assessment.
- 5.4. The Contractor shall not be liable for damages caused by the surrounding circumstances to the Customer and / or his property during the Event due to the fault of the Customer, other participants or third parties.
- 5.5. The Parties shall make every effort to reach agreement on controversial issues through negotiations. If they can not reach agreement by negotiation, the disputes shall be referred to the Court of Arbitration.
- 5.6. All other matters not provided for in this Offer shall be governed by the legislation of the Russian Federation.

All disputes arising out of the provisions of the Offer will be resolved in the courts of the Russian Federation in accordance with the current legislation of the Russian Federation.

# 6. Force Majeure

6.1. The Parties shall not be liable for failure to perform or improper performance of obligations under this Agreement if they prove that this happened as a result of the force majeure circumstances (force majeure), which the Parties could neither foresee nor prevent. The force majeure circumstances include, in particular: military operations, fire, natural disasters, military operations of any kind, blockades, export or import bans, strikes, civil unrest, delays due to an accident or adverse weather conditions, epidemics, pandemics, emergency situations, including in the field of healthcare.

Force majeure also includes establishment of restrictive measures by state and municipal authorities in connection with the threat of the spread of different infections (including but not limited to the coronavirus infection 2019-nCoV) on the territory of the Russian Federation, including the ban on any mass events in the Russian Federation, as well as initiation of non-working days during the period of restrictive measures.

- 6.2. Upon the occurrence of the circumstances specified in clause 6.1 of this Agreement, the Party shall notify the other Party in writing about these circumstances within 5 (five) business days. The notification should contain information on the nature of the circumstances, as well as, whenever possible, documents confirming the force majeure circumstances.
- 6.3. In the event of the circumstances stipulated in clause 6.1 of this Agreement, the deadline for the fulfillment of obligations by the Party is postponed in proportion to the time during which these circumstances and their consequences are valid.
- 6.4. If the circumstances that have arisen listed in clause 6.1 of this Agreement and their consequences continue to be valid for more than two months, any Party shall have the right to refuse any further performance under the Agreement. In this case, none of the Parties may demand compensation for losses from the other Party.

# 7. Change and Termination

- 7.1. This Agreement shall enter into force upon acceptance by the Customer of the terms and conditions of this offer and is valid until the end of the Event.
- 7.2. The Contractor shall have the right to unilaterally, without giving reasons withdraw from this Agreement.
- 7.3. The Customer has no right to unilaterally withdraw from this Agreement after acceptance of its terms and conditions.
- 7.4. The Contractor has the right to amend and supplement the terms and conditions of this Agreement without prior notice to the Customer. The use of the Contractor's services by the Customer, as well as payment after the amendments and additions are made, means the Contractor's acceptance of such amendments and additions.

# 8. Privacy Policy

- 8.1. The Contractor guarantees the confidentiality of the data and information provided by the Customer.
- 8.2. The Customer is responsible for maintaining the confidentiality of his login name (login) and password and for all activities that occur under that name (login) and password. The Contractor shall not be responsible and shall not reimburse losses caused by unauthorized use of the Customer's identification data by third parties.

### 9. Details of the Contractor:

**Beneficiary** Trialogue Ltd.

39 General Tyulenev street, apartment 116,

117465, Moscow, Russia Tel. +7 (499) 390 34 38 Email: trialogue@inbox.ru

Website: http://trialogue-org.ru/eng

Account: 40702978000001003058

Beneficiary Bank VTB 24 (JSC), Moscow, Russia

SWIFT: CBGURUMM

Intermediary Bank VTB Bank (Deutschland) AG Fr/Main, Germany

**SWIFT: OWHBDEFF** 

Correspondent account in Intermediary 0104157391

Bank

**Intermediary Bank** Deutsche Bank AG, Fr/Main, Germany SWIFT:

DEUTDEFF 00947525200

**Correspondent account in Intermediary** 

Bank

**General Director** Natalia Usova