

OFFER AGREEMENT

about selling digital products

Individual entrepreneur Rashap Ilya Yulianovich (OGRNIP 314774607700662, INN 771614471575), hereinafter referred to as "Seller", on the one hand, and Internet user, hereinafter referred to as "Buyer" or "User", on the other hand, collectively referred to as the "Parties" concluded this agreement (hereinafter "Agreement").

The Agreement, in accordance with article 435 and paragraph 2 of article 437 of the Civil Code of the Russian Federation, is a public offer to an unlimited number of persons, Internet users.

In accordance with article 438 of the Civil Code of the Russian Federation, full and unconditional acceptance (acceptance) The agreement is a confirmation by the Buyer of its consent to the terms of the Agreement and/or the Buyer's use of any of the Seller's services under the terms of the Agreement. Performing any of these actions also means the Buyer's consent to provide their personal information (personal data) in accordance with clause 10 of the Agreement.

1. The terms used in the Agreement

- 1.1. **The Buyer (User)** – an Internet user who has accepted the terms of the Agreement and/or registered on the Seller's Website and / or started using any of the Seller's services.
- 1.2. **Digital images** – a virtual product that is the subject of this agreement (digital images, author's photos), presented in electronic form (files) on the Internet in various formats, posted on the Seller's Website and available to Users in the Gallery via the Seller's Website.
- 1.3. **Image Size** – the size of the Digital image in pixels (for use on electronic devices) and/or centimeters (for printing). All digital images in the Gallery are represented by one or more sizes.
- 1.4. **Gallery** — catalog of Digital images.
- 1.5. **Seller's website (Site)** – an information resource on the Internet owned by the Seller and administered by the Seller, located on the rashap domain and all its sub-domains in the .ru/ .com/ domain zones.
- 1.6. **Download** — write, copy, downloading By the buyer of digital images on their computer, smartphone, or other device.
- 1.7. **Delivery** – delivery by the Seller of Digital images presented on The website in the Gallery via electronic communication channels to the email address specified by the Buyer in the Order.
- 1.8. **Order** – individual items from the assortment list of Digital images specified by the Buyer when making an application for Digital images.

- 1.9. **Shopping cart (Cart)** — is a virtual tool that allows you to easily design the process of purchasing Digital images on the Site. The shopping Cart groups all the images that the Buyer intends to purchase.
- 1.10. **Billing** — payment accounting system.
- 1.11. **User Account** – user's Authentication and Personal data stored on the servers of the Seller's Website. An account is created as a result of the user's registration and / or at the time of making a purchase on the Site and may be required in order to use certain features or certain functions of the Site.
- 1.12. **Username and Password** – two unique sets of characters that identify the Buyer and allow the Buyer to access the Content.
- 1.13. **Personal account** – the Buyer's personal page on the Seller's Website, where the buyer can store information about himself, track the status of order execution, billing status, etc. The Personal account is linked to the Account, access to it is closed with a Username and Password.

2. Essence Of The Agreement

- 2.1. The Seller gives the Buyer the opportunity to use the Digital images presented in the Gallery for personal purposes under the terms of the Agreement.
- 2.2. The Seller may provide other services to the User under the terms of the Agreement and / or Appendices to the Agreement.

3. Obligations of the parties

- 3.1. **The rights and obligations of the Seller:**
 - 3.1.1. The Seller must provide the Buyer with Digital images for download, in jpg or psd or tif, in accordance with the Contract, not later than 48 hours after confirmation of Billing payment and/or identification of the Buyer as the payer of payment and/or the person entitled to receive the Digital image.
The Buyer is given the opportunity to download the purchased Digital image an unlimited number of times within 1 (one) month, after which access to download will be closed.
 - 3.1.2. The Seller has the right not to supply a Digital image for which they have not received the funds in full.
 - 3.1.3. The Seller has the right to demand compensation for the amount of lost profit in the event of detection of gratuitous transfer, resale, distribution, or other use of Digital images sold to the Buyer that differs from the use permitted in clause 3.2.5 of the Agreement.
 - 3.1.4. The Seller delivers the Digital image based on the order made by the Buyer. The digital image is received by the Buyer, and the Seller's obligation to deliver Digital images executed from the moment of fixation in automated electronic system Seller's operations for sending download links to Digital images via electronic communication channels to the electronic mailbox of the Buyer specified when ordering.

- 3.1.5. If The Buyer does not receive the Digital image within the period specified in clause 3.1.1 of this Agreement, or due to technical problems with the mail server of the Buyer's provider or for other reasons, the Buyer should contact the Seller via email info@rashap.com and report non-receipt of a Digital image. In this case, the Seller will deliver the Digital image again within 2 (two) business days after receiving the corresponding message from the Buyer.
- 3.1.6. Not to disclose to third parties the full name, Username and Password, email address of the Buyer, as well as other information received from the Buyer during registration.
- 3.1.7. Provide the Buyer, upon request, the ability to download a Digital image within 3 years from the date of purchase.
- 3.1.8. The Seller has the right to make changes and/or additions to the Agreement and/or Appendices to the Agreement at any time. Such changes and / or additions come into force and become binding on the Parties from the moment they are posted on the Seller's Website.

3.2. **The rights and obligations of the Buyer:**

- 3.2.1. Register on the Seller's Website, set a Username and Password, the uniqueness of which is confirmed by the Seller. The User can also go through the automatic registration procedure after paying for Digital images and / or when starting to use any of the Seller's services, get a system-generated username and password and save them in a safe place.
- 3.2.2. Make payment for Digital images in accordance with clause 4 of the Agreement.
- 3.2.3. Get Digital images corresponding to the image Size selected in the Gallery in the form of files, provided that the Buyer pays for these Digital images and/or another User pays for these Digital images in favor of this Buyer and / or under other conditions offered by the Seller.
- 3.2.4. Ensure the confidentiality of the Username and Password provided during registration.
- 3.2.5. The Buyer has the right to use the Digital image files provided by the Seller in accordance with the Agreement in any of the following ways (or all at once):
 - Download and store copies of Digital images on any personal device that it owns.
 - Convert downloaded Digital image files to any convenient formats, if such conversion is required for viewing and / or printing a Digital image by the Buyer.
 - Use the electronic version of the digital image and/or part of It in non-commercial publications on personal pages in social networks used by the Buyer for personal, non-commercial purposes.
 - Print 1 (one) copy of the Digital image in the purchased Size, or a smaller size, in any printing Studio and with any quality of materials. You can only re-print a Digital image if the first copy is physically damaged or destroyed.
 - Use a Digital image rprint for private, non-commercial purposes.

3.3. **The Buyer is prohibited:**

- 3.3.1. Any commercial use of digital and / or printed copies of Digital images, transmission or distribution to third parties, making changes to the Digital image file, use in replicated printed and / or digital photos and videos.
 - 3.3.2. Resale of Digital image files, their parts and / or printed copies.
 - 3.3.3. Public display of Digital images via broadcast channels such as television, YouTube, etc.
 - 3.3.4. Reproduction (replication) Digital images, i.e. production of copies of Digital images in volumes other than those specified in clause 3.2.5 of the Agreement.
 - 3.3.5. Making the content of Digital images available to the public using the Internet and other digital networks, including the placement of Digital images on any websites, mobile applications and other resources, with the exception of non-commercial publications on personal pages in social networks used by the Buyer for personal, non-commercial purposes.
 - 3.3.6. Making any changes to the original author's Digital image.
 - 3.3.7. 1.1.7. The use of Digital images in any other way except as specified in paragraph 3.2.5. of the Agreement.
 - 3.3.8. Performing any actions in relation to the use of Digital images that violate the legislation on the protection of intellectual rights.
 - 3.3.9. Performing (attempting to perform) any actions (as well as allowing inaction) aimed at penetration, interference, etc. into the system Of the site and/or the Seller's software, or anything else that contributes to or allows any failures, malfunctions, etc., or otherwise hinders the normal functioning of the Site, or in any other way causes (may cause) harm to the Seller and/or third parties.
- 3.4. **Mutual responsibility of the parties:**
- 3.4.1. Failure to Comply with the requirements of clause 3.3. of the Agreement is a violation of the law (including the relevant rules on the protection of intellectual rights, on the protection of computer information, etc.) and entails legal liability (civil, administrative, criminal) in accordance with the law of the Russian Federation.
 - 3.4.2. All information posted on the Seller's Website about the procedure for using the Gallery, payment for Digital images, and other features of the Agreement is an integral part of the Agreement and is binding on the Seller and the Buyer.
 - 3.4.3. For all questions that arise (including the acquisition of additional rights to use a Digital image), the Buyer has the right to contact the Seller at the email address: info@rashap.com.

4. Prices and payment procedure

- 4.1. Options for the Size and Cost of Digital images are freely available in the Gallery on the Seller's Website.
- 4.2. The price of Digital images indicated on the Site may be changed by the Seller unilaterally at any time. The price change does not apply to Digital images that have already been paid for.
- 4.3. Payment for Digital images is made by Bank transfer using the available online form of Bank transfer to the Seller's account.

- 4.4. The transfer of Bank information is made in compliance with all necessary security measures and is provided by the payment service.
- 4.5. The Buyer makes a full 100% prepayment of Digital images under the terms of the Agreement.
- 4.6. The Buyer's Obligation to pay for Digital images is considered fulfilled from the moment of receipt of funds to the Seller's current account.
- 4.7. The user has the right to make payments for Digital images in favor of the third party (beneficiary) specified by the User. In this case, if such a beneficiary exercises its right and purchases Digital images paid for by this User, it (the beneficiary) becomes a Buyer who fully accepts the terms of this Agreement, and the User who made the payment in favor of this beneficiary loses all rights to use these paid Digital goods.

5. Liability of the parties. Limitation of Seller's liability.

- 5.1. For non-performance or improper performance of obligations under this Agreement, the Parties are responsible in accordance with the current legislation of the Russian Federation.
- 5.2. The Seller is responsible for compliance of the Digital image with the technical characteristics indicated in the product card, as well as for compliance of the Digital image content with all legal norms.
- 5.3. The buyer is responsible for the proper use of a Digital image in accordance with paragraph 3.2.5.
- 5.4. The Seller is not responsible for the content and accuracy of the information provided by the Buyer when placing the Order.
- 5.5. The Buyer is responsible for the accuracy of the information provided when placing an Order.
- 5.6. The Buyer accepts full responsibility and risks associated with the use of materials Gallery.
- 5.7. The Buyer is fully responsible for the use by third parties of their Username and Password.
- 5.8. The Buyer is fully responsible for the use by third parties of the information transmitted by the Seller to the email address specified by the Buyer during registration.
- 5.9. The Buyer is fully responsible for any violations of the law (including, but not limited to, those specified in clause 3.3.).
- 5.10. The Seller is not responsible for any expenses of the Buyer and/or direct or indirect damage that may be caused to the Buyer as a result of using the Gallery materials.
- 5.11. The seller is not responsible for the quality of the access to the Gallery via the Internet.
- 5.12. The Seller is not responsible for the use of the User's Username and Password by third parties.

- 5.13. The Seller is not responsible for direct or indirect damages incurred by the Buyer as a result of data transmission errors, failures/defects in the operation of software and/or equipment, data loss or damage, data processing or display errors, delays in data transmission and other failures that occurred through no fault of the Seller.
- 5.14. The Seller's Website and all related services are provided on an "as is" basis, without any Express or indirect guarantees that the specified Website and/or services may or may not be suitable for the specific purposes of the User.
- 5.15. The Seller is not responsible for the inability to use the Site and / or related services by the User for any reason, including, but not limited to: errors, omissions, interruptions, deletion, defects, delay in processing or transmitting data, disruption of communication lines, equipment failure, any technical failures or other problems of any telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, failure to fulfill the obligations of suppliers of certain services, theft, destruction or unauthorized access to User materials posted on the Site or in any other place, etc.
- 5.16. The Seller is not responsible for any expenses of the User or direct or indirect damage, including lost profits or lost data, damage to the honor, dignity or business reputation that may be caused to the User as a result of using the Site and/or related services.
- 5.17. The Seller is not responsible to the Buyer if the Buyer for one reason or another did not like the content, design, literary and artistic value, etc. of the Digital image of proper quality purchased by them, that is, if the Buyer does not have technical difficulties when uploading such a Digital image to their device and/or viewing such a Digital image on their device, provided that this device is technically sound and meets the requirements for placing such files.
- 5.18. The Seller is not liable if the Buyer, who paid for and received access to Digital images, did not use the access granted to him within the period specified in clause 3.1.1.
- 5.19. The Buyer has the right to send all claims for improper execution of the order to the following email address: info@rashap.com. All received information is processed within 2 (two) business days from the date of its receipt.

6. The term of the Contract

- 6.1. The Agreement is valid from the moment it is accepted by the Buyer and is valid until the Parties fully fulfill their obligations.

7. Force majeure

- 7.1. The parties are relieved from responsibility for partial or complete failure to fulfill obligations hereunder if such failure was the direct result of circumstances of insuperable force (force majeure), arisen after conclusion of the Contract, as a result of events of an extraordinary nature, namely: fire, flood, hurricane and earthquake or the imposition by public authorities of restrictions on the activities of any party and other similar circumstances, if these circumstances the Parties could neither foresee nor prevent reasonable measures.

8. Other conditions

- 8.1. If any provision or any part of the provisions of the Agreement is declared invalid or unenforceable, the remaining provisions and parts of the provisions of the Agreement remain in full force and effect.
- 8.2. All Annexes to the present Contract are its integral part.
- 8.3. In all other respects the Parties agreed to be guided by the current legislation of the Russian Federation.

9. Dispute resolution. Return and exchange of digital goods.

- 9.1. Digital goods are not refundable. The reason for this is paragraph 14 of the "List of non-food products of good quality that are not subject to return or exchange for similar goods of other sizes, shapes, dimensions, styles, colors or configuration" introduced by the Decree of the Government of the Russian Federation of 06.02.2002 No. 81. According to this paragraph, "non-periodical publications (books, brochures, albums, cartographic and sheet music publications, calendars, publications reproduced on technical media)" are not subject to return or exchange for a similar product.
- 9.2. Personalized Digital goods can also not be returned. The reason for this is paragraph 4 of article 26.1 of the "Law on consumer protection" of the Russian Federation, which States that "the consumer does not have the right to refuse a product of proper quality that has individually defined properties, if the specified product can be used exclusively by the consumer purchasing it."
- 9.3. The Buyer after paying for the digital product, has the opportunity to download it to his computer and use it at his own discretion, without going beyond the scope of clause 3.2.5.
- 9.4. Refund of funds to the User is possible only if the Digital image does not match the functionality stated on the Seller's website — after the Seller has established and confirmed that this discrepancy actually occurs.
- 9.5. Insufficient knowledge of the Buyer is not a reason for a refund, including, but not limited to the following circumstances:
 - Inability to use a Digital image due to mismatch of settings and / or versions of the system and/or other software used;
 - Lack of basic knowledge when purchasing a Digital image.
- 9.6. The Refund is made within 10 (ten) calendar days from the date of receipt of a written request from the Buyer, if the Seller makes a positive decision to refund the money to the Buyer.
- 9.7. Disputes and disagreements that may arise under this Agreement are resolved by following the pre-trial (claim) procedure. The period for consideration of the claim by the Seller is 7 (seven) calendar days from the date of its receipt from the Buyer.
- 9.8. If the Parties do not come to an agreement, disputes and disagreements are resolved in court in accordance with the current legislation of the Russian Federation.

10. Notification of personal data processing

- 10.1. The Buyer, by agreeing to the terms of this Agreement, gives its consent to the Seller to store, process and use their personal data provided by them during the conclusion of the Agreement (including during the User's registration on the Site).
- 10.2. The Seller collects and stores only those personal data that are necessary for the fulfillment of its obligations under this Agreement and the current legislation of the Russian Federation.
- 10.3. When processing personal data, the Seller is guided by the Federal law "On personal data " of 27.07.2006 No 152-FZ.
- 10.4. The Seller takes necessary and sufficient organizational and technical measures to protect the Buyer's personal information from unauthorized or accidental access, destruction, modification, blocking, copying, distribution, as well as from other illegal actions with it by third parties.
- 10.5. The Seller is entitled to transfer the personal information in whole or in part to third parties if this is necessary in order to maintain the normal functioning of the Website, conduct financial calculations of the Parties, provide User access to paid content and other similar purposes.
- 10.6. The Seller may use a User-provided contact information (name, email address) for the purposes of sending the User information (including E-mail) about new products of the Seller, schedule changes calculations of information materials and the price list, or other information relating to the activities of the Seller.
- 10.7. If the User does not want to receive the specified information messages, he / she has the right to use the "unsubscribe from mailing list" function or inform the Seller about it directly using the Seller's available contact details.
- 10.8. Consent is given to the processing of the following personal data: last name, first name, patronymic; email addresses; user data (location information; which pages the User opens and clicks on; IP address; SID); information about incoming payments.
- 10.9. In the course of processing personal data will be carried out the following actions: collection; recording; systematization; accumulation; storage; refinement (update, change); extraction; use; transfer (provision, access); blocking; deletion; destruction.
- 10.10. The seller may use Buyer's personal data to identify, clarify payment details, provide personalized services, feedback from buyers, processing of applications and requests, perform anonymous statistical calculations, improving the quality of services provided to the Buyer.
- 10.11. The Buyer's Personal data is processed during the term of this Agreement. The buyer has the right to withdraw their consent to the processing of their personal data by sending a written application by E-mail: info@rashap.com.
- 10.12. With the Policy of the Seller in relation to the processing of personal data can be found [here](#).

11. Copyright

- 11.1. The content of Digital images, including all texts, images (photos) are intended solely for personal use by the Buyer. All copyrights to the content of Digital images are reserved. Copying, replicating, exchanging, renting, selling or other alienation is prohibited by the copyright holder. Violation of the ban is punishable by Law.
- 11.2. All text information and graphic images posted on the Site <https://rashap.com> are the property of their respective owners.

12. Seller details

Organization	Rashap Ilya Yulianovich (Individual Entrepreneur)
INN, Taxpayer Identification Number	771614471575
OGRNIP, Principal State Registration Number	314774607700662 from 18.03.2014
Legal address of the organization	129337, RUSSIA, MOSCOW, SH YAROSLAVSKOE, D 24, BLDG 1, KV 43
Actual address	350059, Russia, Krasnodar, Borodina str., 24-10
Beneficiary's bank	TINKOFF BANK
Beneficiary account	40802810001100003416
Bank INN	7710140679
BIC	044525974
Bank correspondent account	30101810145250000974
Beneficiary's bank address	123060, Russia, Moscow, 1st Volokolamskiy proezd, 10, str. 1