

## CONTRACT OF PUBLIC OFFER OF "i-bee" SYSTEM

### 1. TERMS AND DEFINITIONS

- 1.1. CONTRACTOR - a person who has entered into a contract of public offer system "i-bee" with the EXECUTOR and receives services under this contract.
- 1.2. The EXECUTOR is a person-entrepreneur Vladymyr Ivanovich Kochevykh, registered at the address - 03039, Kiev, Goloseevsky Avenue, 15, building 26, official WEB-site: [www.i-bee.net](http://www.i-bee.net).
- 1.3. "I-bee" SYSTEM (hereinafter referred to as "SYSTEM") is a hardware-software complex that allows subscribers to receive information about the state of EQUIPMENT and the environment close to it, as well as to receive reference information using an Internet connection.
- 1.4. SERVICE - a complex of telecommunication services that allow you to remotely receive data on the status of an OBJECT using LORA wireless technology and GSM 900/1800 mobile communication technology, with the subsequent provision of received subscriber data.
- 1.5. CONTRACTOR PAYMENT - fixed regular payment determined by the EXECUTOR in the TARIFF PLAN, which is paid by the EXECUTOR for the services provided by the EXECUTOR.
- 1.6. TARIFF PLAN - a document determined by the EXECUTOR that is posted on the EXECUTOR's official website and in the APPLICATION, which determines the list of services and their cost.
- 1.7. ADDITIONAL SERVICES - EXECUTOR services that are not included in the tariff plan and are ordered separately by the CONTRACTOR.
- 1.8. OBJECT - stationary object on which the EQUIPMENT is installed and / or placed.
- 1.9. EQUIPMENT - hardware-based telemetry devices, such as the HUB base station, the HIVE central unit and the ELECTRONIC SCALES, connecting various telemetry technologies, the LORA wireless network and mobile communications, which allow remote measurements and data collection with subsequent transfer on the server. For the EQUIPMENT operation the CONTRACTOR must use its own SIM-card with activated mobile communication service.
- 1.10. LOGIN and PASSWORD - a cumulative unique sequence of symbols that the SUBSCRIBER creates for access to the information provided by the EXECUTOR under this Agreement.
- 1.11. SERVER - a set of software and hardware designed for collecting, processing and storing data from the EQUIPMENT, with the subsequent provision of data to the SUBSCRIBER.
- 1.12. APPLICATION - software installed on the mobile device of the CONTRACTOR or provided under WEB-access conditions, with the help of which the CONTRACTOR has the opportunity to access information about its OBJECTS and the Internet.
- 1.13. SERVICE ACTIVATION - registration of the SUBSCRIBER in the APP, successful

creation of the OBJECT, successful addition of EQUIPMENT.

## **2. GENERAL SITUATION**

2.1. The EXECUTOR independently in accordance with the current legislation of Ukraine determines the terms of this AGREEMENT.

2.2. The public offer agreement is concluded with each person (legal or physical) who wishes to conclude it, by consent of the CONTRACTOR, which is provided last when ordering EQUIPMENT through the EXECUTOR's official WEB-site and / or SERVICE ACTIVATION.

2.3. The contract is binding on the EXECUTOR after posting it on the EXECUTOR's official website. For CONTRACTOR the contract becomes obligatory for execution after SERVICE ACTIVATION.

2.4. SERVICES are provided from the moment of activation of the SERVICE of the USER and the creation of the OBJECT / OBJECTS in the APPLICATION according to the instructions on the SYSTEM. By the end of 2019 (namely, until 23:59:59 December 31, 2019 Kiev time), the service is provided free of charge.

## **3. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **3.1.1. EXECUTOR RIGHTS**

3.1.2. Terminate the provision of SERVICES to CONTRACTOR if there is any debt under this AGREEMENT.

3.1.3. Update the functionality of EQUIPMENT, APPLICATIONS and SERVER without prior approval of the CONTRACTOR.

**3.2.** Change the value of the MONTHLY FEE, ADDITIONAL SERVICES and content of the TARIFF PLAN by informing the CONTRACTOR with the aid of an APPLICATION and the official WEB-site ([www.i-bee.net](http://www.i-bee.net)) or the official page on the social network Facebook (<https://www.facebook.com/ibee.net/>) not later than 30 (thirty) days before these changes take effect.

### **3.3. CONTRACTOR RIGHTS**

3.3.1. Get access to the SYSTEM in case of timely payment.

3.3.2. Terminate the contract without any penalties by the CONTRACTOR.

### **3.4. RESPONSIBILITIES OF THE CONTRACTOR:**

3.4.1. Provide the CONTRACTOR with access to the SYSTEM, designed for the needs of the CONTRACTOR, within the functionality of the SYSTEM, where new data will be received from the CONTRACTOR equipment;

3.4.2. Provide access to the SYSTEM via the Internet for obtaining information about the state of the CONTRACTOR OBJECTS.

3.4.3. Provide the CONTRACTOR with access to the instructions for use of EQUIPMENT and APPLICATIONS.

3.4.4. Provide technical support information.

3.4.5. To ensure the preservation of signals from the EQUIPMENT installed or placed on the OBJECT and the storage of this data in the archive for an unlimited time.

### **3.4. RESPONSIBILITIES OF THE EXECUTOR:**

3.4.1. Use EQUIPMENT exclusively as part of the SYSTEM.

- 3.4.2. Timely pay for the services provided under this AGREEMENT.
- 3.4.3. Provide the contact information required to provide the SERVICE.

#### **4. REGULATIONS ON SUPPLIES**

- 4.1. The EXECUTOR provides CONTRACTOR with the i-bee service free of charge at 11:59:59 pm on the last day of December 2019, Kiev time.
- 4.2. The further cost of the i-bee service will be determined during 2019, which the EXECUTOR will inform the CONTRACTOR by 30.09.2019 at the latest.
- 4.3. When the CONTRACTOR activates the Service, a Contract for the use of the service with a unique identifier (hereinafter referred to as the Contract Number) is formed. The contract contains information about:
  - 4.3.1. User;
  - 4.3.2. Quantity and type of equipment;
  - 4.3.3. Type of service;
  - 4.3.4. Activation date;
  - 4.3.5. State contract.
- 4.4. To use the service, after the end of the free period, the Subscriber pays the cost of the SERVICE until the end of the current year, depending on the number of activated devices.
- 4.5. Payment for SERVICES is done with the help of APPLICATIONS. When SUBSCRIBER is paying, chooses the available services on the list.
- 4.6. The transfer of funds to the account of the CONTRACTOR is carried out using the LIQPAY system and fully complies with its terms.
- 4.7. The EXECUTOR pays the commission for the transfer of money.
- 4.8. Processing fees and extension of SERVICE use within 24 (twenty-four) hours from the moment the payment is received to the account of the CONTRACTOR.
- 4.9. In case if the service was not continued at 00:00 on January 11 this year, it will be suspended. In this status, the SUBSCRIBER does not receive data from the EQUIPMENT.
- 4.10. To restore the SERVICE, the Subscriber must pay for its use in accordance with clause 4.5 of this Agreement. Funds are credited as follows:
  - 4.10.1. One-year period - for using the service until the end of the current year.
- 4.11. In case of staying in the Services Status "Suspended" for three (3) calendar months, the service goes into the "blocked".
- 4.12. You can update the SERVICE from the Blocked status by contacting the CONTRACTOR. The costs of the transfer of EQUIPMENT and its return to the USER are borne by the SUBSCRIBER.
- 4.13. During the period of the EQUIPMENT in a state of "paused" or "blocked" data about his work SUBSCRIBER is not available.

#### **5. RESPONSIBILITY OF THE PARTIES**

- 5.1. For non-fulfillment or improper fulfillment of obligations under this contract, the CONTRACTOR and the SUBSCRIBER are liable in accordance with the current legislation of Ukraine.
  - 5.1.1. The CONTRACTOR shall not be liable for violation of the obligations stipulated in paragraph 3.3.1. Of the Agreement, if these violations occurred for reasons beyond the

control of the CONTRACTOR, namely:

5.1.2. In case of failure, violation of the mode or loss of data that occurred before the moment of receipt of data on the CONTRACTOR's server.

5.1.3. In case of failure, violation of the mode or loss of data that occurred during the period of data transfer from the Contractor's server to the SUBSCRIBER.

5.2. In case of failures in data transmission from the EQUIPMENT, caused by foreign intervention in its work.

5.3. The CONTRACTOR ceases to provide SERVICES from the moment of violation of the terms of payment. Further provision of SERVICES is restored after payment of debt.

5.4. The CONTRACTOR undertakes to maintain strict confidentiality of information about SUBSCRIBERS and its OBJECTS in accordance with the Privacy Policy posted on the WEB-site of the CONTRACTOR.

5.5. The CONTRACTOR shall not be liable for damages arising in the following cases, but not limited to:

5.5.1. Incorrect operation of the SYSTEM caused by the improper functioning of other electrical devices used in close proximity to the OBJECT;

5.5.2. The inability to receive and send signals necessary for proper operation or other disturbances / interference of radio programs, independent of the CONTRACTOR, caused by inappropriate use by the SUBSCRIBER;

5.5.3. In case, the SUBSCRIBER provides the SYSTEM password to third parties.

5.5.4. When the SUBSCRIBER uses a poor-quality password, without following the recommendations of the CONTRACTOR on its content.

## **6. OTHER CONDITIONS**

6.1. The invalidity of certain provisions of this Agreement does not entail the invalidity of the other provisions of this Agreement and the Agreement as a whole, since the Parties accept that this Agreement could be concluded without such a provision. In the event that the provisions of this Agreement prove to be invalid, the Parties undertake, within 10 calendar days from the moment such a provision is declared invalid, to sign the corresponding amendment to this Agreement in order to bring the invalid provision in line with the current legislation of Ukraine.

6.2. Relationships of the Parties, not regulated by this Agreement are governed by the current legislation of Ukraine.

6.3. Party shall notify the other Party of the commencement of the closure procedure (liquidation / reorganization) within 3 (three) calendar days from the date of the decision to commence the closure procedure (liquidation / reorganization).

6.4. By the adoption of this Agreement, each of the Parties to the Agreement in accordance with the Law of Ukraine "On Personal Data Protection" provides the other Party with an unequivocal unconditional consent (permission) to process personal data in written and / or electronic form in the amount contained in this Agreement, accounts, invoices and other documents related to this Agreement, in order to ensure the implementation of civil, economic, administrative, legal, tax relations and relations in the field of accounting lterskogo account and confirmed, will receive a message on the inclusion of personal data in the personal data in the State Register of databases of personal data base

6.5. The parties confirm that at the time of the adoption of this Agreement are not suspended from the performance of their duties and their powers are duly confirmed.

6.6. Each of the parties is obliged to maintain strict confidentiality of any information received from the other party on the subject of the contract and take all measures to protect the information received from disclosure.