

APPROVED
General Director of LLC M-BC Melnikova A.I.
"August 01", 2023.

Public offer
sales of Products on the melannett.xyz website

Limited Liability Company "M-BC" (INN 9702055857, OGRN 1237700294974), hereinafter referred to as the "Contractor", publishes this "Public Offer for the sale of Products on the website melannett.xyz" (hereinafter referred to as the Offer).

● **General Provisions**

1.1 Within the framework of this offer, the Contractor provides the User with the opportunity to purchase for personal, family, home or other use, not related to business activities, the Product(s) presented on the website.

1.1.1 By purchasing the Product(s), Users who are legal entities or individual entrepreneurs (hereinafter: legal entities and individual entrepreneurs) agree that the Product(s) are intended for third parties who are individuals intending to use the Product for personal, family, household or other non-business use, for whom legal entities and individual entrepreneurs pay a fee.

1.1.2 The Product(s) to be paid for by the User is (are) a set(s) of instructions and visual materials, as well as other audiovisual works and images of a person, which are protected as exclusive rights to a work, audiovisual work and image of a citizen, provided for use to the User who has paid for the relevant Product (hereinafter: the right to use intangible assets), as well as a set of services for the User's interaction with the website, including for the purposes of payment for the Product.

1.1.3 The Contractor within the terms and price of the Product(s) for which access to the Product(s) is provided, including after the end of the term(s) of the Marathon(s), concludes a license agreement (non-exclusive license) with the User under this Offer for the right to use the Product for personal, family, home or other use not related to business activities. Upon expiration of the term(s) for which access to the Product(s) is granted, the right to use the Product shall terminate. Payment of remuneration under the license agreement is made in the form of a fixed one-time payment. The territory of use of the Product for the purposes of this Offer shall be the territory of all countries of the world for citizens of other countries. The price of the Product includes: the cost of rights to use intangible assets on the terms of non-exclusive license in the amount of 70 percent of the price, the cost of services - in the amount of 30 percent of the price.

1.2 By accepting this Offer Agreement, the User agrees to the terms and conditions of sale of the Product(s) set forth in this Offer and agrees that these terms and conditions do not infringe upon his/her legal rights.

1.3 The User's use of the website services is governed by this Offer and the Privacy Policy (clause 10 of the Agreement), which is an integral part of this Offer.

1.4 By paying for the Product(s) the User confirms that he/she has carefully read the text of this public Offer and the Privacy Policy. If the User did not agree with their terms and conditions or with any clause

of their terms and conditions, the User had a technical possibility to refuse acceptance of this public Offer and the Contractor's services.

- **Terms and Definitions**

2.1 For the purposes of this Offer, the following terms and definitions shall be used with the following meaning:

2.1.1 The Website is the aggregate of all pages of the **melannett.xyz website**, including its subdomains.

2.1.2 Content (online product) is a set of results of intellectual activity, including informational materials on educational topics related to theoretical and practical knowledge in the field of nutrition, physical exercise and similar practices, expressed in any objective form, including in the form of videos, graphic images, text and other materials in electronic form contained on the website.

This term includes, but is not limited to, any results of intellectual activity and equated means of individualization, including, but not limited to, video courses, infographics, literary works, computer programs (including the program code of an Internet site, in machine or human-readable form, either in whole or in part), programs and applications for cell phones, images, texts, trademarks and service marks, commercial designations and trade names, logos, hypertext links, and their fr.

Depending on the source of origin, the content may be legally obtained from the Provider, the Provider's partner, from the User(s), or from third parties.

2.1.3 Access to the Website - access to the closed sections and functions of the Website for a counter performance expressed in monetary form. Access to the Website is provided by the Contractor by providing the User with hypertext links with tasks in the "My Account" section.

2.1.4 Service - a technical solution of the Contractor on the website, provided to the User for the purpose of fulfillment of obligations under the contract concluded on the basis of this Offer, as well as maintaining the performance of the website (service).

2.1.5 Post - an information message of the User, including text, graphic, audio, video and other materials. User's information posts are recognized for the purposes of this Offer as a literary work, the rights to which the User agrees to transfer after their creation on the Executor's website by means of alienation to the Executor free of charge.

2.2 This Offer may use terms not defined in clause 2.1. In this case the interpretation of such term shall be made in accordance with the text of this Offer Agreement. In case of absence of unambiguous interpretation of the term in the text of the Offer the following rules should be followed: first of all, contextual or other information placed on the Contractor's Internet site, secondly - the established Internet customs.

- **Subject of the Contract**

3.1 In accordance with the terms and conditions of this Public Offer Agreement, the Contractor undertakes to provide services to provide the User with the Contractor's Products, the Contractor's partners, as well as granting rights to use the Contractor's Products, the Contractor's partners, for a limited period in accordance with clause 1.1.3 of this Offer, and the User undertakes to accept and pay

for the services specified in this clause and granting the User rights to use intangible assets in accordance with this Agreement.

3.2 The Services and granting the User the rights to use intangible assets are provided to the User according to the Executor's Products selected by the latter, after payment of the Product(s) Price.

3.3 The Public Offer Agreement and the Privacy Policy are official documents and are published on the Contractor's website.

3.4 The Contractor has the right to change the price of the Products not yet paid for by the User, as well as the terms of this public Offer without prior agreement with the User(s), and without any special notification of the site visitors. The updated version of this Offer Agreement shall become effective from the moment of its posting on the website at the address specified in this paragraph, unless otherwise provided by the new version of the Offer Agreement. The current version of the Offer Agreement is placed by the Contractor on the page of the website at melannett.xyz.

- **Acceptance of the Offer and conclusion of the Offer Agreement**

4.1 The User accepts this Offer by selecting and paying for one or more Products, subject to the Product price in effect at the time of payment.

4.2 The term of acceptance of this Offer takes into account the period of time (the length of time of actions on acceptance of this Offer) from the moment the Executor issues an invoice(s) for payment for the Product(s), in accordance with the price of the Product(s) at the time of issuing the invoice(s), until the moment of payment for the Product(s) by the User through online payment by bank card, electronic money, mobile payment, etc., or by making a payment in the form of bank transfer to the Executor's account.

- **Rights and obligations of the Parties**

5.1 Contractor's Responsibilities:

5.1.1 During the term of this Agreement, provide the User with access and technical capability to purchase the Product(s) paid for by the User.

5.1.2 Provide services properly in accordance with the legislation applicable to this Public Offer Contract.

5.1.3 Timely inform the User about changes in the conditions of provision of services already paid for by the User, rendered under this Public Offer Agreement, as well as about all situations requiring additional agreement with the User.

5.1.4 Inform the User about the terms of service provision, engage third parties to fulfill this obligation, remaining fully responsible for their actions to the User.

5.2 Rights of the Contractor:

5.2.1 The Contractor has the right to change the terms and conditions of this Public Offer Agreement without prior agreement with the User, while ensuring the performance of services and publication of the changed terms and conditions on the Website at the address: **melannett.xyz**.

5.2.2 To demand payment of the price of the Product(s) in accordance with the terms and conditions of this Public Offer Agreement by the Contractor who joined this Offer, in case of non-payment for technical and other reasons not related to the provision of services by the Contractor.

5.2.3 Unilaterally refuse to fulfill this Public Offer Agreement in case the User fails to fulfill his obligations to timely pay the price of the Product(s) in accordance with the procedure stipulated by this Agreement, and in case the User violates the legislation when using the Website Services specified in clause 5.5 of this Agreement, block access to the Product(s) purchased by the User within the framework of self-protection of the right to protect the results of intellectual activity.

5.2.4 Provide services using third-party specialists, remaining responsible for their actions as their own.

5.2.5 Conduct promotional actions in the order stipulated by the Contractor, in accordance with the legislation. The conditions, terms and procedure for carrying out promotional actions shall be placed by the Contractor at the address: melannett.xyz and other websites owned or contracted by the Contractor.

5.2.6 Place on the website publications in the format of reviews (publications consisting of texts and/or photos/other graphic elements and containing the User's subjective evaluation (opinion) about the Product and/or the Contractor's website, the Name and Surname of the User who created the review(s), without the use of additional information that does not allow to determine the belonging of the Name and Surname to a particular subject (hereinafter - Reviews). The Executor reserves the right to moderate the Reviews in terms of literary works in the only possible forms: quoting as is or deletion.

5.3 Responsibilities of the User:

5.3.1 The User undertakes to pay for and accept from the Contractor the Contractor's Product(s), the Contractor's partners, in a timely manner, in accordance with the terms and conditions of this Public Offer Agreement.

5.3.2. fulfill all conditions and requirements set forth in this Agreement and other documents placed on the Contractor's Sites, including those of technical nature.

5.3.3 Provide the Contractor with the consent by accepting this Offer to process and use the User's personal data in accordance with the Federal Law "On Personal Data" dated 27.07.2006 (hereinafter - the "Law") in various ways, including through automated analysis of personal data, as well as for transfer to third parties in order to fulfill the obligations of the Parties under this Agreement without limitation of validity. This consent may be withdrawn by the User only on condition of written notification to the Contractor at least 30 (thirty) days prior to the expected date of termination of data use by the Contractor.

By agreeing to and accepting the terms and conditions of this Offer by acceptance, the User represents and warrants to the Contractor that he/she:

- has indicated (-a) reliable personal data about himself when paying for the services of the Contractor;

- concludes this Public Offer Agreement voluntarily, having fully familiarized himself with the terms and conditions of the Offer, fully understanding the subject of the Public Offer and this Public Offer Agreement, fully understanding the meaning and consequences of his actions in relation to the conclusion and execution of this Public Offer Agreement;
 - has all rights and powers necessary for the conclusion and execution of this Public Offer Agreement and for authorizing the use by the Contractor of information and materials provided by the User for the provision of services for the purpose of execution of this Public Offer Agreement;
 - has all necessary rights to conclude this Public Offer Agreement.
 - agrees that any information voluntarily provided by him/her, including personal data, may be processed by the Contractor for the purpose of fulfillment of obligations in accordance with this Public Offer Agreement, without obtaining additional consent from the User and without paying any remuneration for it;
 - understands and agrees that the personal data specified by him/her when registering on the Site and/or otherwise communicated to the Contractor, will be processed by the Contractor in all necessary ways for the purposes of fulfillment of obligations under this Agreement of public offer and gives his/her consent to such processing at the moment of acceptance of the terms of this Offer;
 - undertakes not to indicate knowingly false and illegal information in the materials and information transmitted to the Contractor for the provision of services, as well as information prohibited by the Rules of Internet site use and the law,
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- undertakes to monitor the relevance and accuracy of the information contained therein, to comply with the requirements of the current legislation on publicly posted information, to respect the rights of third parties;
 - undertakes to keep inaccessible for third parties login and password from his personal account on the Contractor's website, where the Product(s) will be stored and confidential information intended for the User will be placed by the Contractor;
 - independently and in advance, in accordance with the Contractor's technical requirements for the operating system, software, hardware and Internet connection of the User, to check the technical feasibility of participation in online training and to ensure uninterrupted operation of the Internet connection, hardware and software on its part (client part) during the entire time of viewing and listening to the Products.

5.4 User's Rights:

- Receive the Product(s) in accordance with the terms and conditions of this Offer.
- To receive necessary and reliable information about the Contractor and the services rendered to him.
- PREVENT USE OF THE INTERNET SITE at any time and cancel the provided service in the User's Personal Cabinet on the website. If the User independently withdraws from the service, access to the website in terms of the Product(s) paid for earlier will remain available until the end of the thirty-day period of use of the Product(s) for which payment was previously made. After the end of the paid subscription period the access to the Product is terminated and no funds are debited from the User's card.

- At any time REQUEST REMOVAL OF ACCOUNT from the website, for which purpose to stop using the website in accordance with clause 5.4.3 of this Agreement of the public offer and cancel the account created by him in the Personal Cabinet, by sending to the Contractor to the e-mail address specified on the website from his e-mail address specified during registration, a request to delete the account from the website. The responsibility for the impossibility to consume the Product in this case shall be borne by the User who has expressed a desire to limit his/her access to the service.

5.4.5 Place on the Site publications in the format of the Review. To post a Review, the User agrees to provide the Contractor with all necessary materials and information, including, but not limited to, text, photos, means of individualization, etc. (hereinafter - Materials). (hereinafter - Materials). By submitting the Materials, as specified in this paragraph, to post a Testimonial, the User alienates the Materials to the Contractor on a royalty-free basis, and also grants a royalty-free, unconditional right to use his image on the Contractor's website, including, but not limited to, for the purposes of public display, reproduction, cablecasting, publicizing, modifying, reducing and supplementing, providing illustrations, foreword, afterword, comments, or any other means of communication.

5.5 User's warranties and representations:

- User agrees not to distribute the video, audio recording of the training/course in any of the possible ways;
- The User agrees not to distribute online product material in the form of transcription, i.e. translation of audio or video material into text format, and translation into other languages;
- The user undertakes not to use the information received from the Contractor for commercial purposes, by retelling or disseminating the knowledge and fundamentals obtained from the Contractor;
- The User undertakes not to organize and conduct his own trainings or classes on the basis of online products (trainings, webinars, etc.) of the Contractor;
- The User undertakes not to transfer and/or provide access to the Contractor's online products (including access to his Personal Account) to third parties and not to make the program of broadcasting Online Products available to any third parties;
- The User undertakes not to carry out other actions, not provided for by this Agreement of public offer, but containing the corpus delicti of administrative offense or criminal offense, or violating the rights and legitimate interests of the Contractor or third parties.

● Procedure for providing services

6.1 Having registered on the Contractor's website, after going to the Personal Account and having familiarized with the list and cost of the Contractor's Products, the Contractor's partners, placed on the Contractor's websites, the User makes a request for services in electronic form on the Contractor's website by forming an order through the form on the Contractor's website.

6.2 After the order is formed, the User pays for it in one of the provided ways: online payment by card or bank transfer of funds to the Executor's settlement account.

6.3 Upon receipt of the User's order and confirmation of payment for the selected Product from the payment aggregator/bank-acquirer, the Executor provides the User with access to the selected and paid Product(s) as soon as possible. By paying for the selected Product(s) of the Executor, partners of the Executor, the User thereby confirms acceptance of the terms and conditions of this Public Offer Agreement.

6.4 This Public Offer Agreement comes into force after the User makes payment (acceptance of the Offer).

6.5 The Marathon Terms and Conditions or promotions and other may stipulate that the User prepays for the Product(s) in an amount of at least 50 (fifty) percent of the price of the Product(s).

6.6 In case the User notifies the Contractor of his wish to terminate the Contract after making the prepayment - the Contract is terminated at the User's request, and the prepayment is not returned.

6.7. SERVICES ON ACCESS TO THE PRODUCT ARE SUBJECT TO FULFILLMENT FROM THE MOMENT OF RECEIPT OF FUNDS TO THE PROVIDER'S SETTLEMENT ACCOUNT. In order to receive the Product, the User is obliged to provide technical capabilities and conditions for provision of services by the Contractor (Internet access, acceptable data transmission speed, etc.).

- **Settlement procedure**

7.1 Providing the User with access to the online product(s) is subject to a fee. The cost of access depends on the terms and conditions of purchase of online products presented on the website.

7.2 The price of the Product shall be calculated in accordance with this Public Offer Agreement and on the basis of the data and payment procedure specified on the website.

7.3 When paying for the Provider's services, only paid online products will be available to the User.

7.4 Security, confidentiality, as well as other conditions of use of the payment method/form selected by the User are beyond the scope of this Public Offer Agreement and are regulated by agreements between the User and the respective payment agents (organizations, operators, etc.).

7.6 The User independently monitors the change of the Executor's details on the website and is responsible for the correctness of payments made by the User.

- **Responsibilities of the Parties**

8.1. In case of non-fulfillment or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with the provisions of this Public Offer Agreement and applicable law.

8.2 The Contractor shall not be liable for the inability to serve the User for any reasons beyond its control, including disruption of communication lines, equipment malfunction, failure to fulfill obligations of providers of certain services, etc.

8.3 By paying for the Executor's services, the User agrees with the terms of this Agreement and with the fact that he has no right to demand from the Executor any compensation for moral, material damage or harm caused to the User both during the term of this Public Offer Agreement and after its expiration, except for cases expressly provided for by the legislation.

8.4 In no event shall the Contractor have any liability under this Contract for:

- any acts and/or omissions resulting directly or indirectly from the acts/ omissions of any third parties;
 - any consequential damages and/or lost profits of the User and/or third parties outside of the whether or not the Contractor could have foreseen the possibility of such losses;
 - use (non-use) and any consequences of use (non-usability)
(impossibility to use) the information received from the Contractor by the User;
 - materials and information transmitted by the User to the Contractor for the provision of services and/or posted by the User through the website.
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- The aggregate liability of the Contractor under this Public Offer Agreement for any action or claim in respect of the Offer Agreement or its performance shall be limited to the amount of the payment made to the Contractor by the User under this Public Offer Agreement.
 - Without contradicting the above, the Contractor shall be released from liability for breach of the terms of this Public Offer Agreement, if such breach is caused by force majeure circumstances (force majeure), including actions of public authorities, fire, flood, earthquake, other natural disasters, epidemics (pandemics), lack of electricity, strikes, civil unrest, riots, any other circumstances, not limited to those listed above, which may affect the Contractor's fulfillment of our obligations under this Agreement.
 - Acceptance for posting and/or approval by the Executor of any Content and/or any changes in the Content does not under any circumstances mean that the Executor confirms the User's right and/or provides the Executor with the right to any use of the objects of exclusive rights of third parties in such Content. The User shall bear all responsibility for such use and any consequences of such use.
 - In case the Content on the website involves any exercise and/or physical activity of the User, the Executor shall not be liable for improper exercise by the User, which caused damage to the User's health and/or property.
 - The Executor does not provide medical services to the User (health assessment, etc.). Providing access to the website, the Executor is guided by the fact that the User has no contraindications to exercise and other physical activity for health reasons.
 - By this Public Offer Agreement the User informs the Contractor that he is in a physical condition that allows him to perform active and passive exercises and that physical activity will not harm his health.

- Before starting the exercise, the User must familiarize himself with the rules and techniques of the exercise. The user is obliged to perform the exercises strictly in accordance with these rules and techniques.
- The Executor is not responsible for any harm caused to the User's health as a result of performing physical exercises in an intoxicated, unhealthy (sick) state, due to violation of the rules and techniques of performing exercises, as well as for other reasons.
- The Executor is not liable for damage related to the deterioration of health, if the User's health condition has deteriorated as a result of acute illness, exacerbation of injury or chronic disease.
- The parties have agreed that in disputable situations they will communicate via the web interface on the Contractor's Internet site or by e-mail specified on the Contractor's Internet site.
- All disputes and disagreements shall be settled by written negotiations of the Parties. If disputes and disagreements cannot be settled through negotiations - in accordance with the legislation.
- In case of claims to the Executor from third parties regarding materials and information transferred by the User to the Executor for the provision of services and/or posted by the User in reviews, the User undertakes to settle such claims and disputes by its own efforts and at its own expense, as well as to compensate the Executor in full for the damage caused by the transfer of materials and/or information by the User to the Executor and/or posted by the User itself in reviews, violating the rights of third parties and acting

- **Term of validity, amendment and termination of the Contract**

9.1 The Contract shall come into force from the moment specified in clause 1.2 of this Public Offer Contract and shall remain in force until the Parties fulfill their obligations in full.

9.2 The Contractor shall have the right to unilaterally withdraw from this Public Offer Agreement at any time in accordance with the legislation and this Public Offer Agreement.

- **Privacy**

10.1 The information constituting commercial secret, received by the Parties from each other in the course of execution of this Agreement, shall be confidential and shall not be disclosed by the Party that received it to any third party.

10.2 Confidential shall be deemed to be:

- information that is of commercial value due to its unknown to third parties, to which there is no free access on a legal basis and the owner of which takes measures to protect its confidentiality (trade secret);
- other information that does not constitute a trade secret in accordance with the applicable law, but in respect of which the Parties have declared in writing that it is confidential by stamping "Confidential" on a document of one of the Parties.

- The Party, which is the owner of confidential information, gives the other Party access to the information constituting a trade secret for the purpose of fulfillment of obligations under this Contract, provided that the confidentiality of this information is preserved.
- The other Party undertakes not to disclose it to third parties, as well as not to use it for other purposes than for fulfillment of its obligations under this Agreement, without prior written consent of the right holder. This obligation of confidentiality does not apply to information that is publicly available.
- The fact of cooperation between the Parties shall be information that may be freely disseminated by each of the Parties.

- **Other conditions**

11.1 The Parties have agreed that any notices, including legally significant notices, under this Public Offer Agreement may be sent by one Party to the other Party by e-mail:

- to the User's e-mail address specified by the User when paying for the Order, or in case of a separate notification of the Executor - to any other e-mail address of the User specified by the User;
- to the Contractor's e-mail address specified on the website.

11.2 By agreeing with this Offer, the User, who is a natural person who has accepted the Offer, hereby gives his/her consent to the use of his/her personal data in terms of Name and Surname for the purposes set forth in clause 5.2.6 of the Offer, without specifying any other data that do not allow to identify such User in the publications in the format of a review posted on the Website.

- **Requisites of the Contractor LLC "M-BC"**

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