

AGREEMENT

For the use of the subscription and advertising on the Internet

This agreement is a document between the Subscription Author (Seller) and the Buyer regarding the sale and use of the Subscription.

Parties to the agreement:

Author (Seller): _____, agrees to use the subscription № _____ issued by him under the terms of this agreement.

User: _____ By purchasing a subscription, you accept the terms of this agreement. With any subscription purchase, the terms of this agreement apply to the issued subscription: under the number _____ and blockchain identifier _____ on <https://www.market-up.co>

1. SUBJECT OF THE AGREEMENT

1.1. In this document and the resulting or related relations between the Parties, the following terms and definitions apply:

1. Seller (subscription author) _____
2. User is a capable natural person who enjoys discounts on services or goods on the basis of a subscription issued by the advertiser.
3. Subscription - Advertising right to a user discount when consuming services or goods produced by the advertiser, in accordance with the terms of this agreement, this subscription can be transferred to another person, it can be exchanged for another subscription within the framework of the MARKET-UP program.
4. Subscription expiration date - the time limit for using the Subscription.
5. Agreement - this agreement with all changes and additions.
6. Rules - terms of use posted on the official website of "MARKET-UP"

1.2. The seller undertakes to provide the user with discounts for services or goods for the duration of the subscription.

1.2.1. The User undertakes to comply with the Rules published on the official website of "MARKET-UP" www.market-up.co

The User is considered to have entered into an agreement with the Seller and fully and unconditionally accepted all the conditions of this offer after completing the purchase and activation of the subscription.

1.3. By accepting the terms of the agreement, you confirm that:

1. Are familiar with the terms of this Agreement in full before using the Subscription.
2. You accept all the terms of this Agreement in full without any exceptions and restrictions on your part and undertake to comply with them or stop using the Subscription. If you do not agree with the terms of this Agreement or do not have the right to conclude an agreement based on them, you should immediately stop any use of the Subscription.

1.4. By purchasing a Subscription, the User agrees that he pays for the subscription, regardless of whether they request the relevant goods, services or not, as well as that the Seller does not refund payment for a partially or completely unused Subscription.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. The user during the validity period of the subscription has the right:

2.1.1. Receive the discounts specified in the subscription for goods or services specified in the subscription during the opening hours by prior agreement with the advertiser;

2.2. The user must:

2.2.1. Observe and not violate the Rules of work established by the Seller.

2.2.2. Immediately notify the Seller of the presence of medical contraindications, if the services or

purchased goods may cause damage to the life or health of the user, which create or may endanger the life or health of other users and the Seller's personnel.

2.2.3. To be instructed on safety and fire safety rules and receive recommendations from employees, if any, on the use of equipment and additional tools from the Seller;

2.2.4. Cherish to property, if any, prevent equipment breakdowns and immediately report violations of the visiting rules (damage to property, equipment breakdown) to the administrator of the person who issued the subscription.

2.2.5. Pay a fine for loss (damage) of property in accordance with applicable tariffs or in the amount of its value;

2.2.6. To avoid injury, do not use the Seller's inoperative equipment.

2.2.7. Transfer the subscription to third parties.

2.3. The seller has the right to:

2.3.1. Deny the user - temporarily terminate the provision of services unilaterally or if there are clear signs that the user is in a state of alcoholic, narcotic or toxic intoxication, as well as in case of violation by the user of his obligations under this agreement;

2.3.2. Require the user to stop actions that violate the terms of this agreement.

2.4. The seller undertakes:

2.4.1. Accept the subscription from the user and provide the specified discount for the service or product;

2.4.2. Do not terminate the contract unilaterally ahead of schedule during the validity period of the subscription, except for the conditions specified in clause 4.1. actual agreement.

2.5. The seller guarantees that the content and conditions described in the subscription comply with the law and do not violate or entail violation of any rights of third parties.

2.6. The Seller undertakes to provide the User, at his request, with all the information necessary to understand the fullness of the services provided or the quality of the goods provided.

2.7. The Seller undertakes to provide, at the request of the User, licenses, certificates, declarations of conformity and other documents (if necessary) or their duly certified copies for goods (works, services), as well as documents evidencing the accuracy of the information contained in the subscription, confirming that the Customer complies with copyright and related rights in relation to intellectual property objects used in subscriptions.

2.8. The seller is solely responsible for the compliance of the content and form with the requirements of the law, the legal legitimacy of the use of subscriptions, as well as logos, trade names and other intellectual property and means of individualization. including in the mandatory information provided by law.

2.9. In the event that the placement of materials under this Agreement was the basis for presenting claims, lawsuits and / or instructions for the payment of penalties by state bodies and / or third parties against the User, the Seller undertakes to immediately, at the request of the User, provide him with all the requested information regarding the content materials, to assist the User in settling such claims and lawsuits.

2.10. By accepting the terms of this agreement, the Seller (Subscription Author) assumes full responsibility for compliance with applicable local and international laws when selling subscriptions.

3. SUSPENSION AND EARLY TERMINATION

3.1. The agreement is subject to early termination unilaterally at the initiative of the parties in the following cases:

3.1.1. Violations by the parties of the Rules or conditions of this agreement;

4. TERM

4.1. This agreement comes into force from the moment of activation of the subscription and is valid until the expiration of the subscription.

5. SPECIAL TERMS

5.1. The seller is not responsible under this agreement:

For any indirect/indirect losses and/or lost profits The concept of "collateral damages" includes, but is not limited to: loss of income, profits, expected savings, business activity. Regardless of whether the User could have foreseen the possibility of causing such damages in a particular situation or not;

5.2. The receipt of goods or services is carried out in accordance with the Rules approved by the Seller.

6. FORCE MAJOR

6.1. The Parties are released from liability for partial or complete failure to fulfill obligations under this Agreement, if this failure was the result of force majeure circumstances that arose after the conclusion of this Agreement, or if the failure to fulfill obligations by the Parties under this Agreement was the result of extraordinary events that the Parties could not foresee, nor prevent reasonable measures.

6.2. Force majeure events include events over which the Party has no influence and for the occurrence of which it is not responsible, such as: war, insurrection, strike, earthquake, flood, fire, severe weather or similar events, government regulations, orders (decrees) of state bodies, laws and other regulations of the competent authorities adopted after the signing of this Agreement and making it impossible to fulfill the obligations established by this Agreement, as well as actions of state or municipal authorities and their representatives that impede the fulfillment of the terms of the Agreement, and other unforeseen circumstances.

6.3. In the event of force majeure circumstances, the deadline for fulfilling obligations under this Agreement is extended in proportion to the time during which such circumstances and their consequences are in force.

7. PRIVACY

7.1. Each Party will take all necessary measures to protect Confidential Information with at least the same degree of care as it protects its own confidential information.

7.2. Confidential Information always remains the property of the disclosing Party and must not be reproduced without the prior written consent of the disclosing Party.

7.3. The obligation to keep secret the Confidential Information of the transferring Party does not apply to information that: at the time of disclosure was or has become public domain, except as a result of a violation committed by the receiving Party; or becomes known to the receiving Party from a source other than the transferring Party, without violation by the receiving Party of the terms of this Agreement, which can be certified by documents sufficient to confirm that the source of obtaining Confidential Information is a third party; or was known to the receiving Party prior to its disclosure under this Agreement, which is confirmed by documents sufficient to establish the fact of possession of Confidential Information; or was disclosed with the written permission of the transferring Party.

8. AGREEMENT VERSIONS.

8.1. Versions of this agreement published in foreign languages are created for the convenience of Users. In case of inaccuracies, the English version shall prevail.

9. RESPONSIBILITY.

9.1. By accepting the terms of this agreement, the Seller (Subscription Author) assumes full responsibility for compliance with applicable local and international laws when selling his Subscription.

Date signed

(DD/MM/YYYY): __/__/__