AGREEMENT

On the Purchase and Use of a Subscription

This Agreement is a document between the Author of the Subscription (the Seller) and the Buyer regarding the sale and purchase and use of a subscription acquired on the "MARKET-UP" platform (www.market-up.co).

Parties to the Agreement:

Seller (Author of the Subscription): _____, gives their consent to the use of the subscription No. _____ issued by them, under the terms of this Agreement.

Buyer: _____. By purchasing a subscription, the Buyer thereby accepts the terms of this Agreement. For any purchase of a subscription, the terms of this Agreement apply with respect to the issued subscription No. _____ on the website https://www.market-up.co.

1. SUBJECT MATTER OF THE AGREEMENT

1.1. The following terms and definitions apply in this document and in the relationships of the Parties arising from or connected with it:

1. Seller (Author of the Subscription) â€” _____.
2. Buyer â€” a legally competent individual or legal entity using discounts on services or goods on the basis of a subscription issued by the Seller.
3. Subscription â€” the Buyer's right to a discount when receiving services or goods provided by the Seller. In accordance with the terms of this Agreement and the Rules of the "MARKET-UP" platform, a subscription may be transferred to another person or exchanged once, before its activation, for another subscription in the platform's general gallery.
4. Validity period of the subscription â€” the time limitation on the use of the subscription, as indicated on the subscription itself.
5. Agreement â€” this Agreement, together with all amendments and additions thereto.
6. Rules â€” the rules for using the platform, published on the official "MARKET-UP" website.

1.2. The Seller undertakes the obligation to provide the Buyer with a discount on services or goods for the validity period of the subscription.

1.2.1. The Buyer undertakes to comply with the Rules published on the official "MARKET-UP" website www.market-up.co.
The Buyer is deemed to have entered into an agreement with the Seller and to have fully and unconditionally accepted all the terms of this Agreement from the moment the subscription is purchased and activated.

1.3. By accepting the terms of the Agreement, the Buyer confirms that they:

1. Have read the terms of this Agreement in full before beginning to use the subscription.
2. Accept all the terms of this Agreement in full, without any exceptions or limitations on their part, and undertake to comply with them or to stop using the subscription. If the Buyer does not agree with the terms of this Agreement, they must immediately stop any use of the subscription.
3. Have reached the age and possess the legal capacity required to enter into this Agreement in accordance with the legislation of their country of residence.

1.4. By purchasing a subscription, the Buyer agrees that payment is made regardless of whether the corresponding goods or services will actually be claimed by them in the future. No refund is provided by the Seller for a subscription that has been partially or fully unused, except in cases provided for by the "MARKET-UP" platform's Refund Policy or by mandatory consumer protection legislation applicable to the Buyer, which cannot be limited by this Agreement. Before activation, an unused subscription may be exchanged for another subscription in accordance with the platform's Rules.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES

2.1. During the validity period of the subscription, the Buyer has the right to:

2.1.1. receive the discount on goods or services specified in the subscription, during the Seller's

business hours, by prior arrangement with the Seller;
2.1.2. transfer the subscription to third parties for use, and also sell it to other users of the "MARKET-UP" platform in accordance with the platform's Rules.

2.2. The Buyer is obligated to:

2.2.1. comply with and not violate the operating rules established by the Seller;
2.2.2. promptly notify the Seller of any medical contraindications, if the services or goods being purchased could cause harm to the life or health of the Buyer, or create a threat to the life or health of other users and the Seller's staff;
2.2.3. undergo safety and fire safety instruction and obtain recommendations from the Seller's staff (where provided) regarding the use of the Seller's equipment and additional tools;
2.2.4. take proper care of the Seller's property (where provided for by the service), prevent damage to equipment, and promptly report any violations of visiting rules, as well as any damage to property or equipment, to the Seller's administrator or other representative;
2.2.5. compensate for the loss or damage of the Seller's property in accordance with the rates in effect at the Seller, or in the amount of the value of such property;
2.2.6. refrain from using any of the Seller's malfunctioning equipment, in order to avoid injury.

2.3. The Seller has the right to:

2.3.1. temporarily refuse to provide services to the Buyer unilaterally where there are clear signs that the Buyer is under the influence of alcohol, drugs, or other intoxicating substances, or in the event that the Buyer violates their obligations under this Agreement;
2.3.2. require the Buyer to cease actions that violate the terms of this Agreement.

2.4. The Seller undertakes to:

2.4.1. accept the subscription from the Buyer and provide the discount specified therein on the service or goods;
2.4.2. not terminate the Agreement unilaterally ahead of schedule during the validity period of the subscription, except in the cases specified in clause 3.1 of this Agreement.

2.5. The Seller guarantees that the content and terms described in the subscription comply with the law and do not infringe, and do not entail the infringement of, any rights of third parties.

2.6. The Seller undertakes to provide the Buyer, upon request, with all information necessary to understand the full scope of the services provided or the quality of the goods supplied.

2.7. The Seller undertakes to provide, at the Buyer's request, licenses, certificates, declarations of conformity, and other documents (where necessary), or duly certified copies thereof, for the goods (works, services), as well as documents confirming the accuracy of the information contained in the subscription and compliance with copyright and related rights with respect to the intellectual property used in the subscription.

2.8. The Seller bears sole and full responsibility for ensuring that the content and form of the subscription comply with legal requirements, and for the legal permissibility of using logos, brand names, and other objects of intellectual property and means of individualization, including any mandatory information required by law.

2.9. If the posting of materials under this Agreement becomes the grounds for claims, lawsuits, and/or orders to pay penalties brought against the Buyer by government authorities and/or third parties, the Seller undertakes, immediately upon the Buyer's request, to provide all requested information regarding the content of the materials and to assist in resolving such claims and lawsuits.

2.10. By accepting the terms of this Agreement, the Seller assumes responsibility for compliance with applicable local and international laws when selling subscriptions.

3. SUSPENSION AND EARLY TERMINATION OF THE AGREEMENT

3.1. The Agreement is subject to early unilateral termination at the initiative of either Party in the event that the other Party violates the Rules or the terms of this Agreement.

4. TERM OF THE AGREEMENT

4.1. This Agreement takes effect from the moment the subscription is activated and remains in effect until the expiration of the subscription's validity period, unless terminated earlier in accordance with Section 3.

5. SPECIAL TERMS

5.1. The Seller is not liable under this Agreement for any indirect losses and/or lost profits of the Buyer, including (but not limited to) loss of income, profit, anticipated savings, or business activity, regardless of whether the Buyer could have foreseen the possibility of such losses in a given situation â€” except in cases where such liability is expressly provided for by applicable law and cannot be limited by agreement.

5.2. Goods or services are received in accordance with the rules established by the Seller.

5.3. The processing of the Buyer's personal data transferred in connection with the performance of this Agreement is carried out in accordance with the Privacy Policy and the Cookie Policy of the "MARKET-UP" platform.

6. FORCE MAJEURE

6.1. The Parties shall be released from liability for partial or complete failure to perform their obligations under this Agreement if such failure resulted from force majeure circumstances that arose after the conclusion of this Agreement, or from other extraordinary events that the Parties could not have foreseen or prevented by reasonable measures.

6.2. Force majeure circumstances include events beyond a Party's control and for the occurrence of which it bears no responsibility, including: war, insurrection, strikes, earthquake, flood, fire, severe weather conditions or similar phenomena, government decrees, orders of state authorities, laws and other regulatory acts of competent authorities adopted after the conclusion of this Agreement that render impossible the performance of the obligations established herein, as well as actions of state or municipal authorities and their representatives that hinder the fulfillment of the Agreement's terms, and other unforeseen circumstances.

6.3. In the event of force majeure circumstances, the time for performance of obligations under this Agreement shall be extended in proportion to the time during which such circumstances and their consequences remain in effect.

7. CONFIDENTIALITY

7.1. Each of the Parties shall take all necessary measures to protect the other Party's confidential information with at least the same degree of care with which 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 disclosing Party's prior written consent.

7.3. The obligation to keep the disclosing Party's confidential information secret does not apply to information that: was already, at the time of disclosure, or subsequently became, publicly available other than as a result of a breach of this Agreement by the receiving Party; became known to the receiving Party from a source other than the disclosing Party without a breach of the terms of this Agreement; was already known to the receiving Party prior to its disclosure under this Agreement; or was disclosed with the disclosing Party's written permission.

8. VERSIONS OF THE AGREEMENT

8.1. Versions of this Agreement published in languages other than the original language are provided for the convenience of Buyers. In the event of any discrepancies between versions, the English-language version shall prevail.

9. LIABILITY

9.1. By accepting the terms of this Agreement, the Seller (Author of the Subscription) assumes

responsibility for compliance with applicable local and international laws when selling their subscription.

9.2. This Agreement is an addendum to the User Agreement of the "MARKET-UP" platform and does not cancel or limit the rights and obligations of the Parties provided for under the User Agreement, the Rules for Creating Subscriptions, and the platform's Refund Policy. The applicable law and dispute resolution procedure are determined in accordance with the platform's User Agreement.

This Agreement has been prepared as a standard form for the "MARKET-UP" platform and does not constitute individual legal advice. Before using this form in a specific country, it is recommended that its compliance with local consumer protection and distance selling legislation be verified with the involvement of a qualified lawyer.

Date of signing

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