

## **AGREEMENT (the public offer)**

Moscow

«03» november 2011

"Ronix Systems" limited liability company, hereinafter referred to as the "Contractor", provide services to access CardioVisor-06c software, listed in the Price list of services to this Agreement (the public offer) on the website [www.ecg4me.com](http://www.ecg4me.com) (hereinafter services) on terms of this Agreement (the public offer) to any individual or legal person, referred to as a the "Customer" in the case of accepting the Agreement (the public offer) and Annexes hereto in general.

### **1. GENERAL PROVISIONS AND DEFINITIONS**

**1.1. Offer (the public)** - this document, "Access Services CardioVisor-06c Software

provided by the Internet ", published online here:

[http://www.kardi.ru/files/oferta\\_eng.pdf](http://www.kardi.ru/files/oferta_eng.pdf).

**1.2. Agreement (the public offer)** - agreement between the Contractor and the Customer on provision of access services to CardioVisor-06c software by way the Agreement acceptance (of public offer).

**1.3. Agreement acceptance (of public offer)** - shall mean full and unconditional acceptance by the Customer of the terms and conditions of this offer by taking action, specified in section 2 of this Agreement (the public offer) "Order accepting the Agreement". Agreement acceptance (of public offer) creates Agreement-offer. In accordance with paragraph 2 of Article 437 of the Russian Federation Civil Code (RF CC), in case of acceptance stated below conditions and payment services, legal or legal person which has performed the acceptance of this Agreement (the public offer), becomes the Customer (in accordance with paragraph 3 article 438 RF CC the offer acceptance is tantamount to contract formation on the conditions stated in the offer), and Contractor and the Customer jointly are Agreement Parties (the public offer).

**1.4. Customer** - the person who has carried out the Agreement acceptance (the public offer), and being thus the Customer's Contractor subject to Agreement (the public offer).

**1.5. Price-list** - systematic list of valid Contractor's services with the prices that published on the web-site to the address: <http://www.ecg4me.com/en/price> .

**1.6.** The term of this Agreement (public offer) is established for the entire period of its publication on the site [www.ecg4me.com](http://www.ecg4me.com) .

**1.7. "CARDIOVISOR" device (hereinafter Device)** – “The computer system for heart screening CARDIOVISOR”, registration certificate number FSR 2007/00155, CardioVisor-06c software provided on the Internet.

**1.8. Device producer** - "Medical Computer Systems" limited liability company.

### **2. ADOPTION PROCEDURE OF AGREEMENT CONDITIONS**

**2.1.** The Customer familiar with the text of this Agreement (public offer) and services price list to the address <http://www.ecg4me.com/en/price> .

2.2. The Customer acquires the device at the Contractor or its Sub-agents. A list of addresses for the Device acquisition is available on site [www.ecg4me.com/en/price](http://www.ecg4me.com/en/price)

2.3. Consent (acceptance) of the Customer with Agreement conditions (the public offer) and its Annexes, is the fulfillment of the Customer two actions:

- 1) Customer should to fill through web interface the registration form by the web address <http://www.ecg4me.com/en/register> and select tariff plan defined by the Price-list, to the address <http://www.ecg4me.com/en/price> .
- 2) Payment for services of the Contractor in the order designated in this Agreement (the public offer).

2.4. If the Customer completed the registration form and he received money on the Customer account that the given Agreement (the public offer) is considered concluded.

2.5. Conclusion of this Agreement (the public offer) date shall be the date when Customer payment is received on account of the Contractor for services of the Contractor in accordance with paragraph 3.7 of this Agreement (the public offer).

### **3. SUBJECT OF AGREEMENT**

3.1. Contractor in accordance with the conditions of this Agreement (the public offer) and current Price-list of services, shall provide to the Customer services to use the CardioVisor-06c software, which Device producer provides by the Internet, and Customer will agree to pay for such services in an order that is designated in the Agreement (the public offer) and its Annexes.

3.2. Agreement (the public offer) and Price-list with tariff plans are official documents and published on the website [www.ecg4me.com](http://www.ecg4me.com) .

3.3. Contractor may send to the Customer any notices and notifications by posting them on the site [www.ecg4me.com](http://www.ecg4me.com) . Such a how to notify and the notification is considered as valid, irrespective of whether its reading of the Customer.

3.4. Contractor has the right to change the Price-list, conditions of the Agreement (public offer) and additions to the Agreement (the public offer) without the prior consent of the Customer, while ensuring that the publication of the amended terms on the website [www.ecg4me.com](http://www.ecg4me.com) not less than 10 (ten) days prior to their join into force.

3.5. Access to software CardioVisor-06c by means of the "CardioVisor" device. The Customer has the ability to conduct examinations on the base of a limited number of patients in accordance with the selected tariff plan and get the conclusion (conclusion for the patient) of examination.

3.6. Delivery set of Device includes connecting card for a specific denomination. At purchase by the Customer the Device and its activation by means of a connection card, a virtual personal account of the Customer creates in CardioVisor-06c software and shall be entered an amount corresponding to the nominal connection card.

3.7. Date of Device activation by using the connection card is the date of payment Agreement (the public offer) and, accordingly, the date of join into this Agreement (public offer).

## **4. OBLIGATIONS OF THE PARTIES**

### **4.1. The Contractor undertakes:**

- 4.1.1. To provide the Service to the Customer in the order and within the time limit, caused by this Agreement (the public offer) and Annexes hereto.
- 4.1.2. To save confidentiality of Customer's information, obtained from him during registration, and also contents of private reports of electronic mail, except as specified, provided by the current legislation of the Russian Federations.
- 4.1.3. To provide the Customer all provided by the legislation of the Russian Federation and commercial practice the data about itself.
- 4.1.4. To provide at the desire of the Customer free visit of our expert for installation "CardioVisor" Device and set up the CardioVisor-06c software access within the City of Moscow.
- 4.1.5. To entry of advance payments of the Customer on its personal account promptly.
- 4.1.6. Provide Customer access to his personal account during the period of the Agreement if the Customer has access to the Internet.
- 4.1.7. To give consultations to the Customer on all questions, concerning provisions of services, by phone numbers listed below in the Agreement.

### **4.2. The Customer undertakes:**

- 4.2.1. To pay of services in the order and time designated in the Agreement (public offer) and its Annexes.
- 4.2.2. Monitor the condition and on time to replenish your own personal virtual account independently.
- 4.2.3. Check for the Contractor notification on the site ([www.ecg4me.com](http://www.ecg4me.com)) and view personal account regularly.
- 4.3. The Parties undertake to comply with the Agreement conditions (the public offer) and to observe the current legislation of the Russian Federation.
- 4.4. All necessary notification messages and notices, except as specified, directly Provided by this Agreement (the public offer) or the legislation of the Russian Federation ,the Customer directs the Contractor on the e-mail addresses designated in the Agreement (the public offer) and on the web site [www.ecg4me.com](http://www.ecg4me.com) .
- 4.5. The Parties undertake to observe confidentiality of the information received in connection with this Agreement (the public offer).

## **5. SETTLEMENT PROCEDURE**

- 5.1. Payment of all services rendered and produced by the Contractor, is carried out on the basis of 100 % (hundred percentage) advance payments by the Customer by his personal virtual account.
- 5.2. Cost of services is established in the Contractor's Price-list of services in accordance with the selected tariff plan by Customer. Collect payment for services performed by withdrawal of funds from the account of the Customer.
- 5.3. This Agreement (the public offer) assumes payment for the examinations conducted with the Device, except for erroneous, which do not form an opinion or

there is some other failure, as well as testing in the amount specified in paragraph 8.1.0.

5.4. In the absence of cash peer to cost of service according to the selected tariff plan on the account of the Customer, do not facilitate of this Agreement (the public offer).

5.5. The Customer can replenish the personal account by buying payment cards at the Contractor or its Subagents, and also to use other methods of addition, such as banks, electronic payment systems, payment terminals.

5.6. When the Customer paid for the services by listing funds to the account of the Contractor, then the Customer shall notify the Contractor about payments made to provide a copy of payment document with the stamp of the executing bank. In the payment document in section "Payment function" should be specified:

"Prepayment for services to the Agreement (public offer) on October 10, 2010".

5.7. The prices to the Agreement (the public offer) are set in Russian rubles, including all charges and taxes, there are operating on the territory of the Russian Federation.

5.8. Customer is responsible for the correctness of payments made by him independently.

5.9. The Customer has the right to deny service to the Contractor during the term of the Agreement (public offer), and the return of amounts paid to this Agreement (the public offer) is not made by the Contractor. The Customer shall notify the Contractor in case of refusal of service, no later than ten (10) days prior to the date of services termination.

5.10. The customer has the right to change their tariff plan selected by any other, according to Price-list. Change of tariff plan is carried out by the Customer independently in his private site area. Payment for the change of tariff plan is not charged.

## **6. LIABILITY OF THE PARTIES**

6.1. Parties are responsible for the failure or improper performance of obligations of this Agreement (the public offer) in accordance with the terms of this Agreement (the public offer) and the current legislation of the Russian Federation.

6.2. Contractor is not responsible for breach of the Agreement (the public offer), if such breach is caused by force majeure circumstances (force majeure), including: the actions of public authorities, fire, flood, earthquake, other natural disasters, lack of electricity and/or malfunctions of computer networks, strikes, civil unrest, riots, any other circumstances, without limitation, that may affect the performance of the Contractor of this Agreement (public offer) and not controlled by the Contractor.

6.3. Contractor is not responsible for impossibility Customer support for any reasons, including communication blackout, equipment failure, default of certain services by suppliers.

6.4. If the Customer is not satisfied with the conditions or quality of the services by the Contractor, its sole and exclusive right to terminate using the services of the Contractor.

6.5. Parties are required to pay all costs related to fulfillment of its obligations to this Agreement independently.

6.6. Customer takes responsibility for their health when receiving services using software CardioVisor-06c obtained via the Internet as research of electrocardiogram microalternations is not survey which replaces clinical and instrumental examination complex in the conditions of medioprofilactic institution. Such examinations can only detect either negative or positive in a heart state. The Customer should address to the attending doctor for consultation at detection of negative tendencies.

## **7. EFFECTIVE PERIOD AND CHANGE ORDER OF AGREEMENT**

7.1. Agreement is concluded for an indefinite period and shall take effect upon its inference according to this Agreement item 3.7 (the public offer).

7.2. Customer acknowledges and agrees that changes to the Agreement (the public offer) entails the introduction of these changes in concluded and operating Agreement between Customer and Contractor, and these changes in the Agreement (the public offer) come into force simultaneously with the entry into force of such changes in Agreement.

7.3. If the Contractor revocation of offer during the term of the Agreement (the public offer), the Agreement (the public offer) shall be considered terminated from the date of revocation of the offer and to fulfill the obligations of Parties to the Agreement (the public offer).

## **8. OTHER CONDITIONS**

8.1. Contractor is doing everything possible to provide quality services to the Customer in accordance with the Price-list of services.

8.2. The Contractor has rendered services properly and the Customer has accepted them. So it is considered in the event that Contractor has not received from the Customer written motivated objections within 5 (five) days from the end of the calendar month. Claims of the Customer concerning want of services, including in an amount (volume), to cost and quality are not accepted, and services are considered rendered properly and in full, qualitatively and in time and accepted by the Customer after the period specified above.

8.3. The customer guarantees that all conditions of the Agreement (the public offer) to him are clear, and the Customer accepts conditions without stipulations and in full.

8.4. All disputes shall be resolved by the Contractor and the Employer through negotiations. If the Parties do not reach a compromise, they will decide disputes in accordance with the legislation of the Russian Federation.

8.5. Integral part of the Agreement (public offer) is a Price-list, which is posted on the website [www.ecg4me.com](http://www.ecg4me.com) .

8.6. Contractor can arrange the printed version of the Agreement (the public offer) signed by the Parties, which is equal to the present Agreement (the public offer) on legal force, also Price-list of services and acceptance reports of services rendered transmission by the written request of the Customer.

8.7. The written demand of the Customer about signing of a paper copy of this agreement (the public offer), the price-list of services or acceptance reports of services rendered transmission is considered delivery to the office of the Contractor signed by the customer two copies of the printed versions of documents containing passport data or details of the Customer. Shipping address is listed below in the text of the Agreement (the public offer).

8.8. Customer is prohibited to distribute (publish, post on Internet sites, to do e-mail distribution, copy, transfer or resell to third parties) in a commercial or noncommercial purposes provided the Customer information and materials to this Agreement(the public offer) to create on its basis information products, and use this information in any other way than for personal use.

8.9. The Customer may not assign its rights and obligations to third parties without the prior written consent of the Contractor to this Agreement (the public offer).

8.1.0. Customer is provided ten (10) free adaptation examinations after device activating.

## **9. ADDRESS AND DETAILS OF THE CONTRACTOR CONTRACTOR**

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