

# Formal offer

This document is to be considered a formal proposal (Public Offer) by Imagine & Create Co. LLC (hereinafter referred to as Service Provider) comprising all the key terms and conditions regarding services provided by Imagine & Create Co. LLC.

**DEFINITIONS USED IN THE FORMAL OFFER** Definitions and terms used in this Formal Offer, if it is not expressly declared or reasonably implied otherwise, should be understood as follows: Offer – the present document named “Public Formal Offer of services by Imagine & Create Co. LLC.”. Offer Acceptance – full and unreserved acceptance of the Offer by means of the Customer’s actions stipulated in the conditions of the present Offer. Acceptance of the Offer is equal to concluding a contract based on the conditions of the Offer. Offered Contract – Contract between Service Provider and Customer for rendering of services, concluded by acceptance of the Offer. Code of Access to Pulsar.online – program code that enables receipt of services from the Service Provider via Web sites. Customer – person or legal entity that has accepted the Offer and thus became the Customer of Services provided by Service Provider as per the concluded Offered Contract. The Customer is granted access to information services at Pulsar.online. Service Provider – Imagine & Create Co. LLC. Legal and actual address: Czech republic, Prague, U dálnice 815/6, 155 00. Phone: + 3 8093 5374777. Services – offering a range of information and Internet services, online and information services provided by pulsar.online, accessed via domain pulsar.online.

## **SCOPE OF THE FORMAL OFFER**

1. The present Formal Offer stipulates the procedure for provision of communications services (hereinafter referred to as Services) to persons and legal entities (hereinafter referred to as Customers) and establishes mutual rights and obligations of the Parties of this Contract.
2. The Parties have agreed that the Services provided according to the present Contract are rendered in form stipulated by the present Contract, i.e. without any guarantee or obligations from the side of Service Provider in case of complete or partial failure to provide the Services (delays, disruptions, mail integrity and deliverability, etc.)

## **OFFERED CONTRACT CONCLUSION PROCEDURE**

1. By signing a printed copy of this form, or pressing “Start” button in a personal user account, or registration at Pulsar.online website, or setting a Code of access to Pulsar.online system in the user website, or returning this message otherwise, you are expressing your consent to observe the terms and conditions stipulated in this Formal Offer, as well as any other regulations and conditions cited at the website, in terms of the website use and access.

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

1. Rights and obligations of the Customer:
  1. The Customer has a right to terminate service acceptance at any time by deleting Code of access to Pulsar.online system from user websites.
  2. The Customer agrees to observe the terms and conditions of the present Contract.
  3. The Customer agrees that he will not undertake any action aimed at undermining network security or disrupting the work of the website software and hardware.
  4. The Customer agrees that he will not use the Services for distributing information with content which is illegal according to local or international regulations.

5. The Customer obliges to pay for the Services in the amount and time stipulated in the payment page of pulsar.online website.

6. The Customer confirms consent with prices published at Pulsar.onlinewebsite, including the case when they are modified by the Service Provider. The modifications come into effect from the moment of their publication at Pulsar.online website.

2. Rights and obligations of the Service Provider:

1. The Service Provider obliges to ensure security of personal information provided by the Customer in his registration form, excluding the cases when disclosing such information is necessary for providing the Services or when it is required by articles of international legislation.

2. The Service Provider has a right to save, transfer to partners and use information about all Customer's log-ins, including IP addresses, cookies and requested web page addresses, if such information was obtained in the course of Services provision.

3. The Service Provider has a right to delete without prior notice any information placed by the Customer at Pulsar.online website, in case he believes the said information is not in line with the effective international legislation, is abusive, violates the rights and legal interests of other persons or contradicts the terms of this Formal Offer.

4. The Service Provider has a right to suspend or terminate provision of Services to the Customer in case the Customer fails to observe any of the conditions of this Contract, without any prior notice, including but not limited to the case if he believes the data submitted by the Customer in his registration form is not true, without returning the paid amounts.

5. The Service Provider has a right to change prices for services by publishing new price lists at Pulsar.online website.

#### **LIMITATION OF LIABILITY**

1. The Service Provider is exempt from any liability for impossibility to use the Services or poor quality of the Services.

2. The Service Provider is exempt from any liability for full or partial failure to fulfill his obligations or damage inflicted upon Customer websites in relation with the present Formal Offer, if full or partial failure to fulfill his obligations or inflicted damage are a result of insurmountable circumstances of anthropogenic origin, namely: an emergency (failure in operation) of power or computer networks or other electrical communication systems that enable functioning of Pulsar.online and other websites, negligence of Customers, intentional illegal actions of third parties, or any other actions and persons, aimed at violation of Pulsar.online and Customer websites operation.

3. The Service Provider bears no responsibility for Customer websites operation, including their stoppage or damage to their operation due to the Services provision.

4. The Service Provider is exempt from any liability in case of complete or partial loss of Customer's information, if such loss is caused by intentional or negligent actions of the Customer (deleting the Customer's objects, requests etc.)

5. The Service Provider is exempt from any responsibility for authenticity of information or advertising materials or their ability to satisfy the Customer's desires or needs, as well as for any damage or lost benefit of the Customer or any third party, even if it is the consequence of use or impossibility to use the Services.

6. The Service Provider is exempt from any responsibility for quality, content and consequences of using any resources referred to at Pulsar.online, or received by the Customer in the course of Services provision.

7. The Customer agrees and accepts that the Services of Pulsar.online, informational materials published by Pulsar.online and its partners, computer software used for Services provision, as well as the design of the web site, are protected by the acts of international legislation in force for these matters.

8. Using and citing the said materials is not allowed unless with reference to Pulsar.online and partners providing the mentioned materials.

#### **FORMAL OFFER MODIFICATION AND AMPLIFICATION PROCEDURE**

1. Modifications and/or amplifications to the present Formal Offer are made unilaterally at discretion of the Service Provider.

2. Modifications and/or amplifications made in the present Formal Offer by the Service Provider at his own discretion come into effect on the day of their publication at Pulsar.online website.

3. Modifications and/or amplifications made in the present Formal Offer by the Service Provider due to changes in legislation, come into effect simultaneously with the corresponding parts of legislation.

4. The text of this Formal Offer which is being modified/added, or a new revision thereof, is announced by the Service Provider by means of publication of the associated information at Pulsar.online website.

5. The provisions of the present Formal Offer, as well as all of its later revisions, are obligatory for all Pulsar.online Customers, including those that were registered previously.

#### **FINAL CLAUSES**

1. Should any condition of the present Formal Offer lose its legal force, be deemed illegal or excluded from the present Formal Offer, this does not affect the force of other provisions of this Formal Offer that shall retain the same degree of legal force and are obligatory for observing by all Parties.

2. All the questions arising which are not stipulated by this Formal Offer should be settled in accordance with the effective international legislation and local procedures of the Service Provider if they are in line with the effective international legislation.