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**OFFER AGREEMENT FOR THE SALE OF DIGITAL GOODS**

 1. GENERAL PROVISIONS.

 1.1. O.O.O. Progress, hereinafter referred to as the "Seller", publishes the Public Offer for the sale of digital goods presented on the official website of the Seller: www.mypocketgirls.online.

 1.2. In accordance with Article 437 of the Civil Code of the Russian Federation (RF Civil Code), this document is a public offer, and in case of acceptance of the terms and conditions set forth below, the individual who accepts this offer shall pay for the Goods in accordance with the terms and conditions of this Agreement. In accordance with paragraph 3 of Article 438 of the Civil Code of the Russian Federation, payment for the Goods by the Buyer is an acceptance of the offer, which shall be deemed equivalent to the conclusion of the Contract on the terms and conditions set forth in this offer.

 1.3. Based on the foregoing, carefully read the text of the public offer, and if you do not agree with any paragraph of this offer, you are invited to refuse to purchase the Goods provided by the Seller.

 1.4. In this offer, unless the context requires otherwise, the following terms have the following meanings:
Acceptance - full and unconditional acceptance by the Buyer of the terms and conditions of the Agreement;
Offer - a public offer of the Seller, addressed to any individual (citizen), to conclude with him a contract of sale (hereinafter - the "Agreement") on the existing terms and conditions contained in the Agreement.
 Buyer - a natural person visiting the Website who has entered into a Contract with the Seller on the terms and conditions contained in the Contract and makes a purchase of the Digital Good(s).
 Parties - the Seller and the Buyer are referred to together.
Website - an Internet site with the domain name [www.mypocketgirls.online](http://www.mypocketgirls.online) , which is an online store containing a cataloged assortment of the Seller's products.
Digital Goods - a virtual product, which is the subject of this Agreement and which has a completed form and is ready for use.
Delivery - delivery by the Seller of digital goods presented on the Website through electronic communication channels to the electronic mailbox, the address of which is specified by the Buyer in the
Order
;
 Order - individual items from the assortment list of Digital Goods specified by the Buyer when making an application for the receipt of Digital Goods.
 Shopping Cart - a virtual tool used for convenient registration of the purchase of digital goods on the Site. In the Shopping Cart all the goods that the Buyer intends to purchase are grouped together.

 2. SUBJECT OF THE AGREEMENT

 2.1. The Seller sells Digital Goods (electronic/digital images) in accordance with the current price list published in the Seller's online store at [www.mypocketgirls.online](http://www.mypocketgirls.online) , and the Buyer makes payment and accepts the Goods in accordance with the terms and conditions of this Agreement.

 2.2. The Seller delivers the Digital Goods in a purely virtual form, via e-mail and does not ship printed goods by mail.

 2.3. This Contract shall be the official documents of the Seller.

 3. ORDER PLACEMENT

 3.1. The order for the Goods shall be placed by the Buyer by sending a duly completed form during the payment processing. All boxes of the form for payment must be filled in. In case of absence of the necessary information allowing to identify the Buyer and send the Goods to him, the Order will not be accepted by the Seller.

3.2 When placing an Order, the Buyer undertakes to provide the following information about himself/herself: Telephone number, e-mail address.

 3.3. The Buyer consents to the processing of personal data
by the Seller. The consent is granted for any actions in respect of personal data, which are necessary for the proper execution of this Agreement, including without limitation: collection, systematization, accumulation, storage, storage, clarification, use, distribution, blocking and destruction, as well as any other actions with personal data in accordance with the current legislation of the Russian Federation.

 3.4. Payment by the Buyer of the Order made on the website shall mean the Buyer's consent to the terms and conditions of this Agreement. The day of payment of the Order is the date of conclusion of the Purchase and Sale Agreement between the Seller and the Buyer.

 3.5. In case the Buyer has any questions regarding the Goods, before placing the Order, he/she should seek the Seller's advice at the e-mail \_\_\_\_.

 4. ORDER PROCEDURE, CONDITIONS AND TERMS OF DELIVERY OF DIGITAL GOODS

 4.1. Scenario of purchase of finished Digital Goods:
- Selection by the Buyer of suitable Digital Good(s).
 - Collection of Digital Goods into the Shopping Cart.
 - Payment of 100% of the Order amount via online services on the "Payment Form" page. -
Dispatch to the Buyer with access to the files of the Digital Goods within 24 hours of payment of the Order.

 4.2. The Seller shall deliver the Goods on the basis of the Order made by the Buyer within 24 hours from the moment of payment for the Order.

 4.3. The Goods are considered to be received by the Buyer, and the Seller's obligation to deliver the Goods is considered to be fulfilled from the moment of fixing the operation of sending the Goods via electronic communication
channels to the Buyer's e-mail account.

 4.4. In case of non-receipt of the Goods by the Buyer within the term specified in clauses 4.1 and 4.2 of this Agreement, or due to technical problems of the mail server of the Buyer's provider or for other reasons, the Buyer shall contact the Seller via e-mail mypocketgirls2@gmail.com , and inform about non-receipt of the Goods. In this case, the Seller will deliver the Goods again within 2 (two) working days from the date of receipt of the relevant message from the Buyer.

 5. PRICES AND PAYMENT PROCEDURE

 5.1. The range and price of the Digital Goods are freely available on the Seller's Website.

 5.2. The price of the Goods indicated on the website [www.mypocketgirls.online](http://www.mypocketgirls.online) , may be unilaterally changed by the Seller at any time.

 5.3. Payment for the Digital Goods shall be made by bank transfer to the Seller's account using the available online Bank Transfer Form.

 5.4. The transfer of banking information is made in compliance with all necessary security measures and is provided by a payment service operating in accordance with the Bank of Russia Standard (STO BR IBBS) and having a certificate of compliance with the international standard PCI DSS (Payment Card Industry Security). All operations with bank cards are performed using 3-D Secure technology: this is a kind of double protection, when the bank asks the user to confirm the payment with a special password, which can be obtained only by the cardholder.

 5.5. Payments are made using bank credit cards of the following payment systems: Visa, Mastercard and MIR.

 5.6. The Buyer's obligation to pay for the Goods shall be deemed fulfilled from the moment of receipt of funds to the Seller's settlement account.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1 Rights of the Buyer:

6.1.1 The Buyer has the right to be provided with the Digital Goods as described in the product card.

6.1.2 When purchasing Digital Goods intended for further personalization, the Buyer has the right to change the design of the glider with stickers or pictures to suit his needs.

6.2 The Buyer's obligations:

6.2.1 The Buyer is obliged to make payment for the Digital Goods in full before receiving the Digital Goods.

6.2.2 The Buyer is obliged to provide the Seller with all necessary information for the preparation and delivery of the personalized Digital Goods.

6.2.3 The Buyer undertakes to use the delivered Digital Goods exclusively for personal use for an indefinite period of time and in any quantities, and not to distribute the Digital Goods to others for free or for the purpose of sale.

6.3 Seller's Rights:

6.3.1 Seller shall have the right not to deliver Digital Goods for which it has not received payment in full.

6.3.2 The Seller has the right to claim compensation for loss of profit in the event of discovery of gratuitous transfer or resale of Digital Goods supplied by the Seller to the Buyer.

6.4 Seller's obligations:

6.4.1 The Seller shall deliver the Digital Goods in proper quality in accordance with the specifications described in the product card.

7. DISPUTE RESOLUTION PROCEDURE. RETURN AND EXCHANGE OF DIGITAL GOODS.

7.1 By entering into this Agreement, the Seller and the Buyer agree to reach an agreement through negotiations.

7.2 The Digital Goods are non-returnable. This is based on paragraph 14 of the "List of non-food goods of proper quality, not subject to return or exchange for a similar product of other: size, shape, size, style, coloring or configuration" introduced by the Government of the Russian Federation from 06.02.2002 № 81. According to this paragraph, "non-periodical publications (books, brochures, albums, cartographic and sheet music publications, sheet publications, calendars, publications reproduced on technical media)" are not subject to return or exchange for similar goods.

7.3 Personalized Digital Goods cannot be returned either. This is based on para. 4 of Article 26.1 of the "Law on Consumer Rights Protection" of the Russian Federation stating that "the consumer has no right to refuse the goods of proper quality, having individually defined properties, if the said goods can be used exclusively by the consumer who acquires them".

7.4 After paying for the digital goods, the buyer has the opportunity to download them to his computer and use them at his discretion only for personal purposes without transferring them to third parties.

7.5 The Buyer's lack of knowledge shall not be grounds for a refund, including but not limited to the following circumstances: -
Inability to use the Digital Goods due to mismatches between the settings and/or versions of the system and other software used,
and the
system requirements specified on the Seller's website;
- Lack of basic knowledge when purchasing the goods. Technical support is not provided for the goods in this section.

8. LIABILITY OF THE PARTIES

8.1 For failure to fulfill or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of the Russian Federation.

8.2 The Seller is responsible for compliance of the delivered Digital Goods with the technical characteristics indicated in the product card, as well as for compliance of the content of the Digital Goods with all legal norms.

8.3 The Buyer is responsible for the proper use of the Digital Goods in accordance with Clause 7.2.3.

8.4 The Seller is not responsible for the content and accuracy of the information provided by the Buyer when placing the Order.

8.5 The Buyer is responsible for the accuracy of the information provided when placing the Order.

8.6 The Buyer has the right to send all claims regarding improper fulfillment of the Order to the e-mail address: info@theluckyplanners.ru. All received information is processed within 3 (three) working days from the moment of its receipt.

9. COPYRIGHTS

9.1 The content of the Digital Goods, including all texts, images (photographs, drawings) are intended solely for the Buyer's personal use.
 All copyrights in the content of the Digital Goods are reserved.
Copying, exchange, rental, lease, sale or other alienation is prohibited by the copyright holder. Violation of the prohibition shall be prosecuted under the Law.

9.2 All textual information and graphic images on the Website [www.mypocketgirls.online](http://www.mypocketgirls.online) , are the property of the Seller of the Digital Goods.

10. SELLER'S DETAILS

LIMITED LIABILITY COMPANY "PROGRESS"

Abbreviated name PROGRESS LLC

 OGRN1237700406382

 ИНН/КПП9719051339/771901001

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