

By using this website, you agree to comply with the provisions of our **Terms of Service PLS HELP**, as they are an Accession Agreement in the meaning of Art. 634 of the Civil Code of Ukraine, the conclusion of which takes place only by joining the Client to the Contractor's proposal as a whole proposed by the Contractor (without any changes). If you do not accept our Terms of Service, please stop using this website.

## **Terms of Service PLS HELP**

### **1. General conditions and terms that are used**

1.1. This document defines the terms of the order and the provision of the Service under the conventional name "PLS Help" and is obligatory for the Parties to execute. These Terms are not an offer in the meaning of Art. 641 of the Civil Code of Ukraine.

1.2. For the purposes of these Terms, the definitions below are used in the following meaning:

**Account** - Client's account on the Contactor's Site, which records the information provided by the Client at the time of registration.

**Brief** – a written request from the Client to the Contactor in accordance with the form on the Site, with a short brief description of the requirements for the Service.

**Contactor** –“CCM” Subsidiary Enterprise (EDRPOU 31991251), Post address: 24 Bulvarno-Kudriavska str., 01601 Kyiv, Ukraine.

**Client** - an individual or a legal entity or an individual entrepreneur, who orders the Service «**PLS Help**» from the Contactor.

**Service PLS Help (also Service)** – an advertising service for the creation by a creative team of the Contactor (staff of not less than 2 creative advertising agencies in the Publicis Groupe Ukraine) one idea of advertising in the form of a brief verbal description and schematic design (sketch), which can be ordered by the Client through the Contactor's Website. Can be provided in 2 formats: Workshop and Homework.

**Contactor's Website** - plshelp.com.ua

**Method of payment for Services** – method of payment in non-cash form chosen by Client from the following options:

- Transfer of funds from the Client's bank account to the Contactor's bank account;
- Transfer of funds through cash desk of any bank to the current Contactor's account;
- Payment by bank payment card using "Internet Banking" service to the Contactor's bank account.

**Workshop** – the format of the provision of the Services by the Contactor, in which the provision of the Service takes place in the presence of the representative of the Client (duration - no more than 3 business hours, in the format of 3 sessions for 40 minutes with breaks at the presentation / discussion of ideas).

**Homework** - the format of the provision of the Services by the Contactor, in which the provision of the Service takes place in the form of an independent creative process of the Contactor's staff to create an idea of advertising and present such idea to the Client.

### **2. Registration of the Client on the Contactor's Site and the inadmissibility of the falsification of registration data**

2.1. To order the Services, the Client must register the Account in the Contactor's accounting system by completing the registration form on the Contactor's Site.

2.2. During registration an Account, the Client is obligated to provide such reliable and complete information:

- Name and surname

- Position in the company
- Name of the company
- Communication tools (e-mail address, contact phone number)

All information, provided by the Client at registration, must be reliable. The Client is responsible for the accuracy, reliability and completeness of the information provided by him and other information.

2.3. The Contactor has the right at any time without prior notice to the Client to verify the information, specified by the Client at the time of registration of the Account. If, upon verifying such data, it turns out that documents, content or other information is not reliable, the Contactor has the right to stop providing Service before providing reliable data by Client.

2.4. The Contactor is not responsible for the content and reliability of the information, provided by the Client upon ordering the Services.

2.5. The Client agrees to provide the Contactor with additional information required by the Contactor for billing, in respect of his address, the code of EDRPOU or DRFO, VAT payer's IPN (if available), full name and the position of person authorized to sign the documents on behalf of the Client, document confirming its authority for signing, information about bank details.

2.6. At the request of the Client, the Parties may also sign a separate Accession Agreement for proving the Services, the text of which is given on the Site, and the conclusion of which is possible only by joining the Client to the Contractor's proposal as a whole proposed by the Contractor (without any changes).

### **3. Order and terms of ordering and providing PLS Help Service. The cost of the Service, order and terms of payment**

3.1. After registration of the Account, the Client send through the site Brief to the Contactor, according to the form, indicated on the Contactor's Site, and specifies the chosen format for the provision of the Services from the two types, specified in these Terms.

3.2. After receiving the Client's Brief for review, the Contactor may ask the Client for information, including the registration data for billing. Such request is sending to the Client on the contact e-mail address, specified in the Client's Account.

3.3. The Contractor has the right to refuse the Client to accept the Brief for the provision of the Service in following cases:

- Goods / services of the Client, which applies to Brief, are competitive products and services of those clients, with whom the Contractor has already signed contracts;
- Information in Brief is unreliable or incomplete, and the Client has not provided corrections or additional information on the Contactor's request;
- The Client provided incorrect data during registration of the Account;
- There are other bases, related to the implementation of the Contactor's internal policies.

3.4. The deadline for replying to the Client regarding the acceptance of the Brief - is 1 working day from the date of receipt the Client's Brief.

3.5. If the Brief is accepted by the Contactor, the Contactor sends on the Client's contact e-mail, indicated in the Client's Account, confirmation of the readiness to provide the Client's Brief Services and bill for payment of the Services (according to the template on the Contactor's Site). After this, the Client can't modify the Brief, on which providing of the Service is already started. The Client must pay for the Contactor's Services only upon receipt of such confirmation and Contactor's bill for payment of the Service.

3.6. The cost of the PLS Help Service is 96 000,00 UAH exclusive of VAT, VAT (20 %) – 19 200,00 UAH, total cost including VAT is 115 200,00 UAH (one hundred fifteen thousand two hundred UAH).

3.6.1. The Contractor reserves the right to change the cost of the Service specified above without prior notice by updating these Rules.

3.7. The Client undertakes to pay the Contactor's Service in non-cash form by bank transfer in UAH in the order of the previous (advance) payment of 100% of the amount specified in the bill of the Contactor within 1 (one) business day from the date of receipt by the Client the bill by Contactor.

3.8. The term of providing the Service is 1 business day from the date of receipt by the Contactor the full amount of the cost for Service. The Contactor starts providing the Service only after payment by the Client the Contactor's bill.

3.9. Result of PLS Help Service in the format of Homework is submitted by the Contactor's staff to the Client in an agreed place of exchange in Kyiv (Office of Contactor or Client) at time confirmed by the Parties. In case of need of departure of the Contactor's staff on the initiative of the Client outside the boundaries of Kiev, the Client organizes the travel on his own and at his own expense.

3.10. After the presentation, the Contactor provides to the Client for signing the Act of rendered Services, which the Client is obliged to sign within 2 (two) business days or provide a written, reasoned refusal from its signing. If within 2 (two) business days the Contactor will not receive the signed Act of rendered services from the Client or a motivated refusal to accept the Services, the Services are consider as accepted. In this case, on the Act of rendered services will be written: "Comments from the Client were not received within the specified term"

#### **4. Responsibilities of the Parties**

4.1. For non-fulfilment or improper fulfilment of duties under these Terms, the Parties bear responsibility provided by the current legislation of Ukraine.

4.2. In case of untimely provision of the Services, under these Terms, the Contactor pays a penalty to the Client for each day of delay in the amount of the double discount rate of the NBU, valid at the time of delay, from the cost of the untimely provided Service.

4.3. The Client is solely responsible for:

4.3.1. The quality of the goods / services for which the Service is ordered;

4.3.2. The accuracy and reliability of the information provided to Contactor by Client;

4.3.3. Compliance with the requirements of Ukrainian legislation on copyright and related rights, intellectual property rights on information provided by the Client.

4.3.4. For eligibility for using the indicated signs for goods and services (trademarks), obtaining, in accordance with the legislation of Ukraine, permissions for their use.

#### **5. Intellectual property rights**

5.1. Specified in art. 424 of the Civil Code of Ukraine exclusive proprietary intellectual property rights on the results of the Services of the Contactor shall be transferred to the Client after the signing Act of rendered Service. The cost of such rights is included in the cost of the Contactor services.

The territory covered by the exclusive proprietary rights of intellectual property for created / developed advertising materials that are transferred (alienated) to the Client - the territory of Ukraine.

The term for which the exclusive proprietary intellectual property rights are transferred for the result of the Services – is the term of protection of intellectual property rights, provided by the current legislation.

5.2. The Client agrees for use by the Contactor after the signing by the Parties the Act of rendered Service for non-commercial purposes (participation in conferences, advertising festivals, presentations, placement on the Contactor's website, etc.). While using the received idea of advertising, the Client is obliged to indicate as a

developer of the idea Publicis Groupe Ukraine, whose staff is the authors of the idea. The Client also undertakes to make every effort to implement, with the participation of the Contactor, the idea developed as a result of the PLS Help service in the promotional material (under Accession Agreement between the Parties).

## **6. Procedure for reviewing claims and disputes**

6.1. The Parties shall try to solve all disputes and differences, which may arise out of this Agreement through negotiations and consultations, and in the event of failure to reach agreement between the parties through negotiations, the dispute arising from the relevant Agreement shall be subject to review by the Ukrainian courts in accordance with the applicable law at the Contactor's location.

6.2. During considering disputes, the Parties have the right to provide printed e-mails between representatives of the Parties as evidence, with saved service technical information in them (headings). In the event, when service technical information (heading) is missing, such letter is not a proof. The originality of the e-mail headings can be confirmed by the Internet service provider, by which using an appropriate e-mail has been sent or by independent experts.

## **7. Closing Provisions.**

7.1. The Contractor has the right to unilaterally change all restrictions and rules described in these Terms. The current version of the Terms is located on the Contactor's Site.

7.2. Recognition by the court of any provision of these Terms invalid shall not invalidate or fail to comply with the other provisions of the Terms.

7.3. The Parties certify and warrant that any personal data about any individuals (including managers, employees, members of management bodies, etc.) that were or will be transferred by one Party to another in connection with the Service, were received and located in the use of such Party lawfully in accordance with the requirements of the current legislation of Ukraine. And each party agrees to collect and process such personal data.

7.4. The Client and the Contactor undertake to take all measures for the non-disclosure to third parties of confidential information, provided to it by the other Party, except in the cases stipulated by these Terms, the current legislation of Ukraine, at the request of the court or other authorized bodies.