

Terms of Service (Public Offer) for Software Development Services

Version of 24 September 2026.

Prepared with regard to the Civil Code of the Russian Federation (Parts One, Two and Four) as amended up to and including 4 August 2026, Federal Law No. 422-FZ of 27 November 2018 on the professional income tax as amended up to and including 4 August 2026 (per base.garant.ru as of 24 September 2026); Directive 2011/83/EU on consumer rights [confirm consolidated version date on EUR-Lex]; Regulation (EC) No 593/2008 (Rome I) and Regulation (EU) No 1215/2012 (Brussels I bis) [confirm version dates on EUR-Lex]; Directive 2009/24/EC of 23 April 2009 on the legal protection of computer programs; Directive 96/9/EC on the legal protection of databases.

1. General Provisions

1.1. These Terms constitute a public offer within the meaning of Article 437(2) of the Civil Code of the Russian Federation (the "Civil Code").

By accepting them in accordance with Section 3, any person (the "Client") enters into a contract for paid services with the Contractor on these Terms (the "Contract").

1.2. The Contractor is [Full name], an individual resident in the Russian Federation, Taxpayer ID (INN) [INN], who applies the special tax regime "Professional Income Tax" under Russian Federal Law No. 422-FZ of 27 November 2018 ("Law 422-FZ").

1.3. "Ashehai" is the trade name of the website [website address] under which the Contractor offers services.

"Ashehai" is not a legal entity.

The party to the Contract is the Contractor named in Clause 1.2 and Section 18.

1.4. These Terms are published in English for the convenience of Clients outside the Russian Federation.

They correspond to the Russian-language public offer published at [website address]/docs/ru/oferta.pdf. [Lawyer to confirm which language version prevails.]

2. Definitions

2.1. **Order** means a specific task of the Client whose scope and price have been agreed in the Correspondence under Section 4.

2.2. **Correspondence** means the exchange of electronic messages between the Parties by email at [email] or via Telegram at [Telegram], or through other contacts confirmed by the Contractor in the same Correspondence.

2.3. **Deliverable** means the software, website, database, script, configuration, report, documentation or other result of the services under an Order.

2.4. **Core Functionality** means the functions of the Deliverable listed in the Correspondence when the Order is agreed. **Additional Work** (changes and additions outside the agreed scope, Clause 4.5) is not part of the Core Functionality.

2.5. **Demo** means a demonstration of the working Deliverable to the Client (including on a test environment, by screen recording or via remote access) in which at least 80 % of the Core Functionality works.

2.6. **Receipt** means the receipt generated by the Contractor in the "My Tax" (Moi Nalog) application under Article 14 of Law 422-FZ.

2.7. **Consumer** means a natural person acting for purposes outside their trade, business, craft or profession [confirm wording against Article 2(1) of Directive 2011/83/EU].

3. Acceptance and Conclusion of the Contract

3.1. Acceptance of these Terms is a message sent by the Client in the Correspondence confirming the agreed scope and price of the Order (for example: "I confirm the scope and price and accept the Terms of Service").

Acceptance must be full and unconditional (Article 438(1) of the Civil Code).

3.2. If the Client has not sent the message under Clause 3.1, acceptance is the performance by the Client of actions under these Terms, including payment for the Order (Article 438(3) of the Civil Code).

3.3. The Contract is concluded when the Contractor receives the acceptance.

Under Article 434(3) of the Civil Code the written form of the Contract is deemed complied with.

3.4. The Parties do not sign a separate paper contract or acceptance certificate unless either Party requests it.

At the request of either Party, in particular a Client that is a company, the Contractor will sign a contract and/or an acceptance certificate consistent with these Terms and the Correspondence. Signing such a document does not cancel the Contract concluded by acceptance.

3.5. The conclusion of the Contract, its terms and the payment are evidenced by these Terms in the version in force on the date of acceptance, the Correspondence and the Receipt.

3.6. Silence of the Client does not constitute acceptance (Article 438(2) of the Civil Code).

4. Subject Matter, Scope and Price

4.1. The Contractor provides software development services within the scope of the Order, and the Client accepts and pays for them.

4.2. Types of services (the specific list is determined by the Order): websites, including landing pages and full-stack web applications; backend and APIs; bots, including bots operating through a user account (userbots), subject to Section 8; process automation; collection and analysis of publicly available data (scraping, analytics), subject to Section 8; analysis of compiled code (ARM, x86 architectures) within the limits set out in Section 8; work with Android applications (APK), including integration with unofficial APIs and SDKs, subject to Section 8; deployment and related services under Section 7.

4.3. Prices shown on the website are indicative and are not an offer as to price.

The price of each Order is determined individually and fixed in the Correspondence before work starts.

4.4. The scope and price of an Order are agreed in the Correspondence.

No separate technical specification is required.

Everything discussed in the Correspondence before the price was fixed is included in the scope and the price.

4.5. **Additional Work.** Changes and additions that were not part of the scope agreed before the price was fixed (Additional Work) are estimated by the Contractor when they arise, agreed separately in the Correspondence (scope, price, timing) and paid in addition to the Order price.

Additional Work is not counted towards the 80 % of the Core Functionality required for the Demo.

Until so agreed, the Contractor is not obliged to perform Additional Work.

4.6. Prices are stated in Russian roubles (RUB) or US dollars (USD).

The RUB price may be lower than the USD price.

The applicable price and currency are fixed in the Correspondence.

4.7. The Order price does not include third-party costs under Section 7.

5. Performance, Demo, Payment and Delivery

5.1. The time for performance is agreed in the Correspondence.

If no time is agreed, services are performed within a reasonable time.

5.2. The Client provides the information, access and materials required for the services.

The time for performance is extended by any delay in their provision.

5.3. **Demo.** When at least 80 % of the Core Functionality is ready, the Contractor gives a Demo and notifies the Client in the Correspondence.

5.4. Within 5 (five) calendar days after the Demo the Client may send reasoned comments on non-conformity of the Deliverable with the agreed scope.

The Contractor remedies justified comments relating to the Core Functionality and gives a repeat

Demo.

Comments that constitute Additional Work are handled under Clause 4.5.

5.5. **Payment.** The Client pays the Order price within 5 (five) calendar days after the Demo, if no comments under Clause 5.4 were sent within that period, or after the repeat Demo.

No advance payment is required unless otherwise agreed in the Correspondence.

5.6. Payment is made by bank transfer to the Contractor's account [bank details] or by another method agreed in the Correspondence, in compliance with the laws of the Russian Federation, including currency control rules.

Bank and payment-service fees on the Client's side are borne by the Client.

5.7. **Receipt.** For each payment received the Contractor generates a Receipt in the "My Tax" application and sends it to the Client electronically (by email or as a link in the Correspondence) within the time limits set by Article 14(3) of Law 422-FZ.

For a foreign organisation the Receipt states its name.

Payments in foreign currency are recorded in the Receipt in roubles at the official Bank of Russia rate on the date of receipt of funds.

5.8. **Delivery.** After payment the Contractor completes the Deliverable to the full agreed scope and delivers it: provides the source code (in a repository, archive or otherwise as agreed) and/or deploys it on the Client's server under Section 7.

5.9. **Acceptance.** Within 5 (five) calendar days after delivery the Client checks the Deliverable and reports any defects in the Correspondence.

The Contractor remedies defects within the agreed scope free of charge.

If no defects are reported within that period, the services are deemed performed and the Deliverable accepted.

An acceptance certificate is signed at the request of either Party.

5.10. The Client may withdraw from the Contract at any time by paying the Contractor the expenses actually incurred (Article 782(1) of the Civil Code) and the part of the price proportionate to the services performed before receipt of the notice of withdrawal (Article 717 of the Civil Code).

This Clause does not limit the statutory rights of Consumers under Section 6.

6. Consumers Resident in the European Union

6.1. This Section applies where the Client is a Consumer resident in a Member State of the European Union and the mandatory law of that Member State applies to the Contract.

6.2. The Consumer has a right to withdraw from a service contract concluded at a distance within 14 days of the day the contract was concluded, without giving any reason.

6.3. If the Consumer wishes the Contractor to start work before the end of the withdrawal period, the Consumer must expressly request this in the Correspondence.

If the Consumer then withdraws, the Consumer pays an amount proportionate to what has been provided until the Consumer informed the Contractor of the withdrawal, in comparison with the full coverage of the Contract.

6.4. The right of withdrawal is lost once the service has been fully performed, if performance began with the Consumer's prior express consent and acknowledgement that the right of withdrawal will be lost once the Contract has been fully performed.

The Contractor confirms such consent and acknowledgement in the Correspondence.

6.5. To withdraw, the Consumer sends a clear statement to [email] or [Telegram]. [Lawyer to confirm whether a model withdrawal form must be attached.]

6.6. Nothing in these Terms deprives a Consumer of the protection afforded by mandatory provisions of the law of the country of the Consumer's habitual residence (Article 6(2) of Regulation (EC) No 593/2008).

7. Servers, Domains and Third-Party Services

7.1. By agreement in the Correspondence the Contractor may deploy the Deliverable on the Client's server, connect and configure the Client's domain, and assist the Client in choosing and purchasing a server (hosting) and a domain name.

7.2. All third-party costs, including server/hosting fees, domain registration and renewal, paid APIs, third-party services and other consumables, are borne entirely by the Client.

They are not part of the Order price and are not paid to the Contractor as part of the fee.

7.3. Accounts with hosting providers, domain registrars and other providers are registered in the Client's name, jointly with the Client; the Contractor assists with registration.

The Client is the account holder and the party to the contracts with such providers and is responsible towards them.

7.4. The Contractor is not responsible for providers' services, outages, changes in their prices or terms, or blocking or suspension of the Client's accounts by providers.

7.5. Access credentials to the Client's accounts provided to the Contractor are used solely for the Order.

After completion the Client may change passwords and revoke access.

8. Lawfulness of Tasks and Grounds for Refusal

8.1. The Client warrants that it holds the rights required for the services in respect of the object of work (software, application, website, database, account, data) or acts with the right holder's consent, and that use of the Deliverable will not infringe the law or third-party rights.

8.2. Analysis, reproduction and decompilation of computer programs are carried out only within the limits of Article 1280 of the Civil Code and, where applicable, Articles 5 and 6 of Directive 2009/24/EC: by or on behalf of a person having a right to use a copy of the program; for the purposes of its operation, observing, studying or testing its functioning, or, in the case of decompilation, where indispensable to obtain the information necessary to achieve interoperability of an in-

dependently created program with other programs, subject to the conditions of those provisions. Information so obtained is not used to develop a program substantially similar in its expression or for any other act infringing copyright.

8.3. For bots operating through a Telegram user account and for integrations with unofficial APIs and SDKs, the Client takes into account the terms of use of the relevant services.

Breach of such terms may lead to restriction or banning of accounts; this risk is borne by the Client.

The Contractor does not develop solutions for spam, flooding, fake counters or actions on behalf of a user without that user's knowledge and consent.

8.4. Data collection covers only information to which access is lawful.

Personal data obtained through data collection may be processed only where a legal basis exists under the applicable data protection law.

The Contractor does not extract or re-utilise the whole or a substantial part of the contents of a database protected by the sui generis right of its maker without authorisation (Article 7 of Directive 96/9/EC; Article 1334 of the Civil Code).

8.5. The Contractor may refuse an Order, and after conclusion of the Contract may refuse further performance with a refund of amounts received for services not performed, if the Order:

8.5.1. involves unauthorised access to legally protected computer information, or the creation, use or distribution of computer programs knowingly intended for unauthorised destruction, blocking, modification or copying of computer information or for neutralising its protection (Articles 272, 273 of the Criminal Code of the Russian Federation), or unlawful use, collection or storage of computer information containing personal data (Article 272.1 of the Criminal Code);

8.5.2. infringes third-party intellectual property rights;

8.5.3. violates data protection law or other applicable law;

8.5.4. breaches the terms of third-party services in the manner described in Clause 8.3;

8.5.5. requires activity not permitted under the professional income tax regime (Article 4(2) of Law 422-FZ).

8.6. The Contractor does not advise on or provide services aimed at circumventing technical protection measures.

9. Intellectual Property

9.1. Unless otherwise agreed in the Correspondence, the exclusive right to the Deliverable created by the Contractor under the Order passes to the Client in full upon payment in full of the Order price (Articles 1234(4), 1285 and 1288(2) of the Civil Code).

The consideration for the transfer is included in the Order price.

9.2. Until payment in full the exclusive right remains with the Contractor.

Delivery of source code before payment does not transfer the exclusive right.

9.3. The transfer does not cover:

9.3.1. open-source software and other third-party components included in the Deliverable, which are used under their own licences; those licences continue to apply to the Client;

9.3.2. general libraries, modules, templates and tools created by the Contractor before or outside the Order and not specifically for the Client.

For such components included in the Deliverable the Client receives a free, non-exclusive, perpetual licence to use them as part of the Deliverable, including the right to modify them.

9.4. The Contractor retains the right to use general knowledge, skills, experience and techniques acquired while performing the services, provided that no confidential information of the Client is disclosed.

9.5. The Contractor may mention the Order in its portfolio only with the Client's consent given in the Correspondence.

9.6. At the request of either Party the Parties sign a separate assignment agreement or certificate confirming the transfer.

10. Engagement of Other Persons

10.1. The Contractor may engage other persons, including individuals applying the professional income tax regime, under separate civil-law contracts (Article 706 of the Civil Code).

The Contractor is liable to the Client for their acts as for its own (Article 706(3) of the Civil Code).

10.2. The Contractor has no employees under employment contracts (Article 4(2)(4) of Law 422-FZ).

11. Confidentiality

11.1. Neither Party discloses to third parties information received from the other Party under the Contract and marked as confidential, nor the Client's access credentials, keys and source code, except where required by law or where disclosure to persons engaged under Section 10 is necessary for the services.

11.2. This obligation continues for the term of the Contract and 3 (three) years after its termination.

11.3. Personal data are processed in accordance with the Privacy Notice at [website address]/docs/en/privacy-notice.pdf.

12. Liability

12.1. Unless otherwise provided by mandatory law, the Contractor's aggregate liability under an Order is limited to the price of that Order.

12.2. The Contractor is not liable for consequences caused by inaccurate information or materials from the Client; breach of the Client's warranties under Section 8; acts of providers under Section 7; changes by third parties to their APIs, SDKs, protocols or terms after delivery; modification of

the Deliverable by the Client or third parties.

12.3. A Deliverable that works with unofficial APIs, SDKs or protocols of third-party services may stop working when those services change.

Adapting the Deliverable in that case is a new Order.

12.4. Nothing in this Section limits liability that cannot be limited under the mandatory law applicable to a Consumer.

13. Force Majeure

13.1. A Party is released from liability if it proves that proper performance became impossible due to force majeure, that is, extraordinary circumstances unavoidable under the given conditions (Article 401(3) of the Civil Code).

13.2. The affected Party notifies the other Party in the Correspondence within a reasonable time. Time limits are extended for the duration of such circumstances.

14. Governing Law and Disputes

14.1. The Contract is governed by the law of the Russian Federation.

For Consumers this choice of law does not deprive the Consumer of the protection of the mandatory provisions of the law of the country of the Consumer's habitual residence (Clause 6.6).

14.2. The Parties first seek to resolve disputes by negotiation in the Correspondence.

Before bringing proceedings a Party sends a written claim to the other Party; the time for reply is 30 (thirty) calendar days from receipt.

14.3. Disputes with Clients that are not Consumers are settled by the court at the Contractor's place of residence in [city], Russian Federation, unless otherwise provided by law.

14.4. A Consumer domiciled in a Member State of the European Union may bring proceedings in the courts for the place where the Consumer is domiciled (Article 18(1) of Regulation (EU) No 1215/2012).

Nothing in these Terms limits that right.

15. Tax Status of the Contractor

15.1. The Contractor applies the professional income tax regime.

All amounts received under the Contract are the Contractor's income, for which the Contractor issues a Receipt under Article 14 of Law 422-FZ.

15.2. The Contractor informs the Client in the Correspondence if it loses the right to apply the professional income tax regime before receiving any further payment.

16. Term and Amendment

16.1. The Contract remains in force until the Parties have fully performed their obligations under the Order.

16.2. The Contractor may amend or withdraw these Terms by publishing a new version or a notice of withdrawal on [website address] with the version date.

16.3. Amendments do not apply to Contracts concluded before the new version was published. Each Contract is governed by the version in force on the date of acceptance.

16.4. The Contract may be amended by agreement in the Correspondence.

17. Miscellaneous

17.1. Messages sent in the Correspondence are legally binding on the Parties.

17.2. If any provision of these Terms is held invalid, the remaining provisions remain in force.

18. Contractor Details

18.1. Name: [Full name]

18.2. Taxpayer ID (INN): [INN]

18.3. Status: individual; applies the special tax regime "Professional Income Tax" (Russian Federation).

18.4. City: [city], Russian Federation

18.5. Email: [email]

18.6. Telegram: [Telegram]

18.7. Website: [website address] (trade name "Ashehai"; not a legal entity)

18.8. Bank details: [bank details]

18.9. Version date: 24 September 2026