

PUBLIC OFFER

Version	Effective from	Contractor	Contact
1.0	20.05.2021	Oki-Toki Company	info@oki-toki.net

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From 05/20/2021

Oki-Toki Company (hereinafter referred to as the "Contractor"), with this Offer published at: [www.oki-toki.net/...](https://www.oki-toki.net/), invites any individual or legal entity to enter into an agreement for the provision of paid services on the terms set out below (hereinafter referred to as the "Agreement").

1. Terms

- 1.1. Service is a software and hardware complex for Oki-Toki contact centers, consisting of computer programs, equipment and disk space intended for storing information that is created during the use of the complex. The service is located on the Internet at the address: <https://home.oki-toki.net>, and is intended to automate the work of contact centers (which for the purposes of this Offer means any organization or division within an organization whose activities are related to the processing of telephone calls): automating the processing of telephone calls, organizing business processes, recording working hours, maintaining statistics, etc. (a detailed list of capabilities and functionality is available on the website <https://www.oki-toki.cloud>). The procedure for accessing the Service and the technical conditions for this are set out in the "Commercial Agreement".
- 1.2. Contractor's documents – "Price List", "User Agreement", "Commercial Agreement", "Privacy Policy", "Service Level Agreement (SLA)", "Agreement on the use of electronic document management", "Payment methods and refund rules", other documents published at the time of acceptance of this Offer by the Contractor (a) on the website <https://www.oki-toki.cloud> and available for review by any person and/or (b) in the Service and available to Users, as well as documents that the Contractor may accept in the future in accordance with the terms of this Offer.
- 1.3. Customer (also referred to as the "Client") is an individual or legal entity who accepted this Offer and the Contractor's Documents, and thus entered into an "Agreement".
- 1.4. User is an individual who owns a unique account to access the Service. Any person can create an account by visiting the website <https://www.oki-toki.cloud> and going through the registration procedure, after which they receive trial access to the Service for free test use. The Contractor's policy regarding the creation, storage and destruction of accounts, as well as the conditions for test use, are set out in the "Commercial Agreement". The Contractor's policy regarding Users' personal data is set out in the "Privacy Policy".
- 1.5. Customer's balance is an account in the billing system of the Service, linked to the Customer, to which funds are credited according to the funds deposited by the Customer into the Contractor's bank account as an advance payment for services, and from which they are debited according to the cost of services consumed by the Customer. Funds are credited to the Customer's Balance in the billing currency.
- 1.6. Billing currency is the accounting unit of the Service's billing system – the conventional "euro", for the purposes of the Agreement, equal to the Euro zone euro (1 conventional "euro" = 1 Euro zone euro).
- 1.7. Reporting period – the period after which the Certificate of Acceptance of Services under the Agreement is signed. The reporting period is set to correspond to one calendar month. If the Customer began to use the Service for the first time after the 15th day, then the first Reporting period under the Agreement is determined from the first day the Customer uses the Service until the end of the next calendar month.

- 1.8.** Customer data – any information:
- 1.8.1.** which the Customer uploads to the Service to receive services under the Agreement,
 - 1.8.2.** which is stored in the Service during the use of the Service by the Customer in accordance with the Service settings made by the Customer or the Contractor according to the Customer's instructions,
 - 1.8.3.** which is created in the Service by the Customer in the process of using the Service,
 - 1.8.4.** which is created in the Service automatically during the use of the Service by the Customer in connection with the Customer's actions in accordance with the functionality and purpose of the Service and/or to carry out measures to ensure information security and save database backups.

2. Subject of the Agreement

- 2.1.** The Contractor provides the Customer with services for access to the Service under the terms of this Offer, and the Customer pays for the services provided by the Contractor in accordance with the conditions set forth in this Offer.

3. Procedure for concluding the Agreement

- 3.1.** The agreement between the Customer and the Contractor (hereinafter referred to collectively as the "Parties", and each individually as a "Party") is recognized as concluded from the moment of acceptance (i.e. acceptance) of this Offer. Acceptance is made by making an advance payment to the Contractor's account for the services provided under this Offer. Thus, from the moment the money is transferred to the Contractor's account, the Agreement is considered to have entered into force, the person who made the advance payment guarantees that he fully and unconditionally accepts the conditions set forth in this Offer and is recognized as the "Customer" under the Agreement.
- 3.2.** Acceptance of this Offer also means full and unconditional acceptance of the Contractor's Documents.

4. Rights and obligations of the parties

- 4.1.** The rights and obligations of the Parties are set out in the "User Agreement", "Commercial Agreement", "Service Level Agreement (SLA)" and other Contractor Documents, which are integral parts of the Agreement, as well as in this Offer.

5. Cost of services and payment procedure

- 5.1.** The provision of services under the Agreement is made after prepayment.
- 5.2.** After the prepayment, funds are credited to the Customer's Balance in an amount equivalent to that received into the Contractor's current account, converted into the Billing Currency at the official rate established by the Central Bank and for the Eurozone euro on the day the funds are received into the Contractor's current account.
- 5.3.** In the process of providing services, funds are debited from the Customer's Balance according to the cost of the services provided, determined on the basis of the prices indicated in the "Price List", and the volume of services consumed by the Customer, determined on the basis of the Service's billing system. Resetting the Customer's Balance entails the termination of the provision of services and the need for the Customer to make a new prepayment. Funds are written off in accordance with the "Commercial Agreement".
- 5.4.** At the end of the Reporting Period, the Contractor, no later than the seventh day of the next month, sends the Customer a Certificate of Acceptance of Services Rendered. Services are considered to be provided properly and in full and accepted by the Customer if, within 5 (five) working days from the date of receipt of the Certificate of acceptance of services provided (which is established according to the data of the electronic document management operator), the Customer does not make a justified claim. The procedure for accepting services, providing justified claims and subsequent dispute resolution is set out in the "Agreement on the use of EDF". The procedure for providing compensation in the event of a discrepancy in the quality of services recognized by the Parties is set out in the "Commercial Agreement". The quality of services is determined in accordance with the "Service Level Agreement (SLA)".

6. Liability and Dispute Resolution

- 6.1.** The parties are responsible for non-fulfillment or improper fulfillment of obligations under the Agreement in accordance with the terms of this Offer and the Contractor's Documents, and to the extent not regulated by this Offer and the Contractor's Documents – in accordance with current legislation.
- 6.2.** The Customer guarantees that he is aware of the purpose, functionality, capabilities and limits of use of the Service, and bears full responsibility for the failure of the Service to meet his needs and/or expectations, if any is discovered during the provision of services under the Agreement. The Contractor does not assume any responsibility for losses, if any, associated with the failure of the Service to meet the needs and/or expectations of the Customer, as well as with the use of the Service for other purposes and/or not in accordance with its purpose, functionality, capabilities and boundaries applications.

- 6.3.** During the entire term of the Agreement and for another three years after termination of the Agreement, the Parties undertake not to disclose the Confidential Information of the other Party to third parties without prior written consent (including sent by email). The parties agreed that "Confidential Information" includes: Customer Data (removed from the System after the Agreement expires within the established time frame); any unpublished information about the Service, its capabilities and/or functionality before their publication, i.e. inclusion in publicly available descriptions of the Service, user instructions, etc.; features and/or functionality of the Service provided or announced to the Customer before their inclusion in the public version of the Service; as well as other information related to the activities of any of the Parties that became known to the other Party during the preparation and/or execution of the Agreement and is not generally known. Information about the fact of cooperation between the Parties under the Agreement is not considered confidential.
- 6.4.** The Parties are responsible for the disclosure of Confidential Information of the other Party in accordance with the current Legislation.
- 6.5.** The parties are released from liability for non-fulfillment or improper fulfillment of the terms of the Agreement in the event of the occurrence of force majeure circumstances (force majeure), determined in accordance with current legislation, if they present evidence that these circumstances prevented the fulfillment of obligations under the Agreement. A certificate issued by the relevant chamber of commerce or other competent authority is sufficient evidence of the existence and duration of force majeure circumstances. If force majeure circumstances persist for 2 (two) consecutive months and show no signs of termination, the Agreement may be terminated at the request of either Party.
- 6.6.** The parties will make every effort to resolve any disagreements and disputes related to the execution of the Agreement through negotiations. In case of failure to reach agreement as a result of negotiations, these disagreements and controversial issues are resolved in a claim (pre-trial) manner. The party making the demand sent submits a reasoned claim to the other Party in writing. The other Party undertakes to consider such a claim and send a response to it within 10 (ten) calendar days from the date of its receipt.

7. Working with information

- 7.1.** The Customer guarantees that all work with personal data of personal data subjects, which he, as a personal data operator, performs in the process of using the Service (including, but not limited to, collection, storage, analysis, copying, transfer to third parties, including transfer to the Contractor, cross-border transfer) occurs in accordance with legal requirements. Including the requirements for notifying the authorized body for the protection of the rights of personal data subjects.
- 7.2.** The obligation to obtain the consent of personal data subjects to process their data lies with the Customer; Responsibility for unauthorized processing of personal data belonging to him by the subject of personal data lies with the Customer. Responsibilities for obtaining the consent of personal data subjects for data processing by the Contractor and for cross-border data transfer lie with the Customer. The obligation to ensure the reliability and accuracy of personal data lies with the Customer.
- 7.3.** The parties undertake to immediately notify each other of any inspections initiated against them by the authorized body for the protection of the rights of personal data subjects.
- 7.4.** In the event of an audit of the Contractor's activities and/or identification of violations of the processing of personal data by the authorized body for the protection of the rights of personal data subjects, the Contractor addresses the request of the authorized body, which cannot be fulfilled by the Contractor due to objective reasons, to the Customer. The Customer undertakes to immediately fulfill this requirement. In case of failure to fulfill or improper fulfillment of this requirement, the Customer is liable to the Contractor for losses incurred in connection with this by the Contractor and undertakes to compensate them within one calendar month from the date of receipt of the corresponding requirement from the Contractor.
- 7.5.** The Customer undertakes to take all necessary organizational and technical measures to protect personal data from unauthorized access to it and to prevent unlawful actions in relation to it, namely:
- 7.5.1.** identify possible threats to the security of personal data processed using the Service, together with the Contractor, assess certain threats and develop the necessary measures to prevent them, implement such measures and strictly follow them when using the Service and other software products and services that interact with the Service on the side Customer;
 - 7.5.2.** strictly follow the "Information Security Rules" set forth in the "User Agreement";
 - 7.5.3.** conduct training for the Customer's employees on the rules of working with personal data in accordance with the legislation in the field of personal data protection and information security rules (generally accepted and established by the Contractor in the "User Agreement") and monitor their implementation;
 - 7.5.4.** immediately notify the Contractor of newly identified threats to the security of personal data for the immediate development and implementation of measures to prevent such threats;
 - 7.5.5.** immediately notify the Contractor of cases of unauthorized access and/or illegal actions in relation to personal data in order to jointly take measures to suppress such actions, restore the security of personal data, assess the damage, and jointly prepare a report on the incident to provide to the authorized bodies and inform the subjects of personal data in if required by law.
- 7.6.** The Contractor is not responsible for losses incurred by the Customer in connection with illegal actions in relation to personal data committed through the fault of the Customer, including the actions of current and/or former employees of the Customer.
- 7.7.** The Contractor has the right to stop the implementation of instructions for the initial setup of the Service issued by the Customer if such instructions may affect the security of personal data. Execution of issued instructions is possible after consultations of the Parties and bringing the issued instructions into compliance with the requirements for ensuring the security of personal data.
- 7.8.** The Contractor does not make copies of personal data processed by the Customer in the process of using the Service, except for those copies that are created when backing up Customer Data for restoration in the event of a failure. Backups are stored for no more than seven days and are automatically deleted after this period.

- 7.9.** The Contractor guarantees the implementation of the necessary measures to protect personal data within the framework of its responsibility:
- 7.9.1.** all Users themselves create passwords, which are stored in encrypted form (in a form inaccessible to humans) and cannot be used by the Contractor's employees (as a result, they cannot be restored, only created anew);
 - 7.9.2.** logging all connections (and connection attempts) to the Service and all actions of Users (including the Contractor's employees) within the Service;
 - 7.9.3.** daily backups;
 - 7.9.4.** physical data protection and protection against DDoS attacks are provided by the Contractor's contractors;
 - 7.9.5.** multi-level differentiation of rights and powers for actions within the Service for the accounts of the Contractor's employees, and the possibility of the same differentiation for the Customer's employees (the actual assignment of rights and powers is made by the Customer, who also controls the access of his personnel to the Service and is responsible for this);
 - 7.9.6.** regular updating of all applied security systems;
 - 7.9.7.** The Customer's data is stored in the Service logically isolated from the information of other contractors of the Contractor, excluding the possibility of cross-access;
 - 7.9.8.** protection of connections to the Service, encryption of data during transmission through communication channels (and, if necessary) during storage, pseudonymization of data (if necessary);
 - 7.9.9.** organizing the Customer's access to the Service exclusively from trusted IP addresses (upon request from the Customer);
 - 7.9.10.** when using the services of contractors, the Contractor selects such contractors who have legal obligations for the processing of personal data that ensure adequate protection of the rights of personal data subjects, such as the EU General Data Protection Regulation;
 - 7.9.11.** instructing the Contractor's employees on the requirements of legislation in the field of personal data protection.
- 7.10.** After termination of the Agreement, the Customer undertakes to delete from the Service all personal data posted there by the Customer within ten days. If it is impossible to delete on its own, the Customer undertakes to notify the Contractor within the same period of time about the need for deletion, and the Contractor deletes all personal data placed in the Service by the Customer and/or automatically saved by the Service when used by the Customer. In any case, after 30 (thirty) days from the date of termination of the Agreement, the Contractor deletes from the Service all Customer Data in accordance with the "Commercial Agreement", except for those that the Contractor is obliged to store to comply with legal requirements.
- 7.11.** While using the Service, the Customer has the opportunity to create audio files with recordings of telephone conversations with third parties and between his employees (if such conversations occur using the Service). All duties and responsibilities for compliance with the law when creating such audio files, including, but not limited to, warning third parties about the fact of audio recording of the conversation, lie with the Customer; the Contractor only provides the technical ability to create and store such audio files.

8. Duration of the Agreement, amendments and termination procedure

- 8.1.** The validity period of the Agreement is established for the period until the funds on the Customer's Balance are spent plus 1 (one) month. If during this period the Customer makes an advance payment in accordance with this Offer, the Agreement is automatically extended. The number of prepayments made by the Customer in accordance with this Offer is not limited.
- 8.2.** The Contractor reserves the right to make changes to any of the Contractor's Documents, as well as to accept new documents, which it undertakes to inform the Customer about by messages posted within the Service in the "Oki-Toki News" section no later than two weeks before the date of entry into force of the relevant changes and /or new documents into force. The Customer undertakes to regularly check for messages from the Contractor within the Service and, in case of disagreement with the changes, to refuse further use of the Service by terminating the Agreement (the method of termination is described in the "Commercial Agreement"). The Customer's continued use of the Service means the Customer's full and unconditional acceptance of the changes.
- 8.3.** The parties may terminate the Agreement
- 8.3.1.** by mutual agreement;
 - 8.3.2.** at the initiative of the Contractor if the Customer violates the terms of this Offer and/or other Documents of the Contractor by blocking access to the Service with a corresponding notification sent to the Customer by email;
 - 8.3.3.** at the initiative of the Customer in the manner described in the "Commercial Agreement";
- 8.4.** The Agreement is automatically terminated if there are no funds on the Customer's Balance for one month.

9. Other provisions

- 9.1.** Unless the Parties have agreed on a different method of exchanging notifications, all notifications related to the execution of the Agreement shall be sent to each other using an electronic digital signature by the means provided for in the "Agreement on the Used", or:
- 9.1.1.** The Customer sends to the Contractor in writing to the address indicated on the "Contacts" page on the Contractor's website <https://www.oki-toki.cloud>, with a mandatory copy to the email address info@oki-toki.net;
- 9.1.2.** The Contractor sends it to the Customer in writing or electronically to any of the addresses (including email addresses) specified by the Customer when filling out the relevant forms in the Service.
- 9.2.** The Agreement, together with other Contractor Documents, represents all terms and conditions agreed upon between the Parties in relation to its subject matter, and supersedes all previous agreements, representations, promises and any kind of agreement between the Parties in relation to its subject matter.