

This User Agreement (hereinafter referred to as **the Agreement**) governs the relationship between ModestoGroup OÜ (Registration number: 16203107, address: Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315, 10120), hereinafter referred to as **the Company**, and you, hereinafter referred to as **the User** (collectively referred to as **the Parties**) in connection with the provision of services, provided through the m-flowers.com website (hereinafter referred to as **the Service**) on the following conditions

1. Definitions.

Agreement — a sale and purchase agreement and / or other agreements defined by the Parties, which ModestoGroup OÜ concludes with the Supplier and / or the Carrier, on behalf of and at the expense of the Buyer placing the Order, on the basis of the Agency Agreement.

Agency Agreement — an agreement concluded between the Buyer and ModestoGroup OÜ when registering on the Service, regulating the procedure for providing agency services for the search and conclusion of the Supply Agreement and / or other related agreements on behalf of the Buyer, in the interests and at the expense of the Buyer. The Buyer, under Buyer's own responsibility, forms an agency assignment for the purchase of a specific Product, ModestoGroup OÜ performs an operational function and acts as a representative of the Buyer in this process. All responsibility for the ordered Product and / or concluded accompanying contracts remains with the Buyer.

Service (Site, Platform) — a set of computer programs and other intellectual property of the Company (including graphic design of the interface, etc.), information (Content) posted by the Company and / or Users on the m-flowers.com website. Access to the Service is possible using the website, the mobile version of the website and / or the application.

Order — the actions of the Buyer, in accordance with the Agency Agreement, consisting of an assignment to conclude a Supply Agreement given through ordering the Product using the Service. Orders made over the telephone or by other means are equated to Orders made using the Service.

User — a person who has passed the registration procedure on the Site and has access to the Site via the Internet.

Product — horticultural products, offered for sale by the User in the Supplier Proposal, placed on the Service.

Supplier Proposal (Proposal) — an informational message with an offer to buy the Product (may include photos of the Product, the price and any related information), posted by the User on the Service, addressed to an indefinite circle of persons.

Client Materials — all materials submitted, published, uploaded or sent by the User using the Service.

Supplier — a User who utilizes the Service to post a Supplier Proposal, containing an offer to conclude a deal for the sale of the Product, acting in his or her own interests or in the interests of another person. Suppliers are involved in the Service by the Company pursuant to Agency Agreement.

Buyer — a User who views the Supplier Proposal posted by the Supplier, interacts with the Supplier in relation to the Products and / or concludes a deal with the Supplier, on the basis of the Agency Agreement.

Carrier — a User representing a legal entity, or an individual entrepreneur, who under the contract for the carriage of goods assumed the obligation to transport, carry out customs clearance, unless otherwise provided by another contract, and deliver the goods, as well as transport the cargo entrusted by the shipper to the destination and issue the cargo to the person, that is authorized by the Buyer to receive the cargo. Carriers are involved in the Service by the Company pursuant to the Agency Agreement.

Personal Account – the interface that allows the User to interact with the Service, enabling the User to view Supplier Proposals and manage them and / or perform other actions provided for by the functionality of the Service, available to the User after registration on the Service.

In the User Agreement, concepts and terms that are not defined in clause 1 of the User Agreement may be used. In this case, such concepts shall be interpreted in accordance with the text of the User Agreement. In case of absence of an unambiguous interpretation of the concept or term, its interpretation shall be determined by law, by its usage on the Platform or by its general usage on the Internet.

2. Service terms of use. Application of the Agreement.

2.1. This User Agreement (hereinafter referred to as the Agreement) has been prepared by the Company and defines Service terms of use, along with the rights and obligations its Users and the Company. The Agreement also regulates the relations concerning for protection of the rights and interests of third parties, who are not Users, but whose rights and interests may be affected as a result of Users' actions.

An integral part of the Agreement are the client terms of use: Cookies Policy, Privacy Policy, Regulations for handling claims, and other documents posted in the [“Legal Information”](#) section of the website (hereinafter - the "Rules").

2.2. Any User is required to gain a full understanding with this Agreement and the Rules before using the Service. The User's actions on the Service, including searching for, viewing or submitting the Supplier Proposals, registering on the Service and other actions using the functionality of the Service, mean that User fully and unconditionally accepts this Agreement and the Rules, and at the same time agrees to receive information and advertising e-mails.

Visiting and / or using the Service by means of any device and any operating system, regardless of registration and authorization, indicate the User's unconditional acceptance of the terms of the Agreement and the Rules.

2.3. The Company reserves the right from time to time to unilaterally change, modify, or supplement this Agreement, unless otherwise provided by applicable legislation. The User undertakes to regularly check the terms of this Agreement and the Rules for changes and / or amendments. Continued use of the Service by the User after the implementation of the changes and / or amendments to this Agreement and the Rules means that the User accepts and consents to the changes and / or amendments.

2.4. If the User disagrees with the Agreement or its updates, the User undertakes to refuse to use the Service by deleting all data from their Personal Account, as well as all their Offers. The User's refusal to use the Service and / or the removal of content does not terminate the Company's non-exclusive rights to the User's content that was used by the Company until the decision to refuse the use of the Service is made in the manner prescribed by clause 10.3 of the Agreement, unless otherwise provided by applicable law.

3. Registration on the Service.

3.1. Registration of the User on the Service is voluntary. The User guarantees to the Company that he or she meets the legal requirements for the acceptance of the Agreement and the Rules, and has the appropriate authority to use the Service.

3.2. Registration at the Service is carried out by the User through performing actions on the Service

When registering on the Service, the User is obliged to provide the Company with the reliable and up-to-date information necessary to create the User's Personal Account.

3.3. The User's login and password are necessary and sufficient information to authorize the User and gain access to the Service. The user does not have the right to transfer his login and password to third parties, he bears full responsibility for their safety, independently choosing the way of their storage.

3.4. The User is responsible for the accuracy, relevance, completeness and compliance with the legislation of the Republic of Estonia of the information, provided to the Company during registration and further in the process of using the Service. The user is obliged to timely update the provided information.

By posting information on the Service, the User agrees that this information may be available to other Users of the Service, taking into account its functionality (which may change over time).

3.5. The processing of the User's personal data by the Company is carried out in accordance with the legislation of the Republic of Estonia and in accordance with the Rules. The Company processes the personal data of Users in order to provide Users with access to the Service and its functionality, and to check, research and analyze such data, allowing to maintain and improve the existing functionality of the Service, as well as develop new functionality. The company takes all necessary measures to protect the personal data of Users from unauthorized access, modification, disclosure or destruction. The Company provides access to the personal data of Users only to those employees, contractors and agents of the Company who need this information to ensure the functioning of the Service and provide Users with access to its use. The Company has the right to use the information provided by the User, including personal data,

in order to ensure compliance with the requirements of the current legislation (including in order to prevent and / or suppress criminal and / or illegal actions of the Users). The disclosure of the information provided by the User can be made only in accordance with the current legislation at the request of the court, law enforcement agencies, as well as in other cases stipulated by law.

3.6. User accepts that for the aims provided for in this Agreement, the Company may gather and manage additional information concerning any User, which is got through the access to the Service or from third parties and including data on technical means (devices) along with the ways of technological interaction with the Service (IP address of the host, kind of operating system of the User, type of browser, geographical position, data on providers and etc.), user activity on the Service and other data received by specified ways. The Company has the right to dispose of statistical information related to the operation of the Service, as well as User information for the purpose of organizing the operation and technical support of the Service and the fulfillment of the terms of this Agreement.

4. Subject of the Agreement and Service description.

4.1. Under this Agreement, the Company grants the User the right to use the Service in the manner described in this Agreement, under the terms of a simple non-exclusive license, unless otherwise provided by this Agreement.

The Service provides Users with a platform for posting, searching and viewing the Supplier Proposals under the terms of this Agreement.

5. Rights and Obligations of the User.

5.1. The User has the right, subject to the rules stipulated by this Agreement, to use the Service as a computer program under the terms of a simple (non-exclusive) license to post, search and view the Supplier Proposals.

5.2. When using the Service, the User is obliged to:

comply with the provisions of existing legislation and this Agreement;

place the Supplier Proposals only for the Products in respect of which the User has sufficient rights to dispose of such Products and to make transactions in relation to them;

provide complete and exclusively reliable information about the properties of the Product and its characteristics.

5.3. When using the Service, the user shall be prohibited from performing the actions listed in the requirements for User Accounts in the service.

5.4. By posting the Supplier Proposals on the Service, the User understands and agrees that the Company has the right to display the Supplier's Offers posted by Users on the Service on other Internet resources, including social networks. In this case, when the User removes the Supplier Proposal from the Service, the Supplier Proposal is automatically deleted from other Internet resources. When the User deletes the Supplier Proposal from other Internet resources, the Supplier Proposal is automatically deleted from the Service.

6. Rights and Obligations of the Company.

6.1. The Company carries out the current management of the Service, determines independently its structure, appearance and other elements. The Company keeps the right at any time to revise or change the design of the Service, its functionality, modify or supplement the scripts used, the software used or stored within the Service, and the terms of access to them for the Users.

6.2. The Company also has the right, at its own discretion, to terminate (temporarily or permanently) the provision of access to the Service, completely or in any part of it, to all the Users altogether or to an individual User.

6.3. The Company has the right, without reimbursement of any costs or losses at any time without notification to the User, to block the Personal Account of the User or delete the Supplier Proposals that do not meet the requirements of this Agreement, including in the event of any one-time violation of the terms of this Agreement by the User, unless otherwise expressly provided by applicable law. Deleting the User's Personal Account means automatic deletion of all information contained in it. After deleting the Personal Account, the User loses access to the use of the Service. The Company has the right, but is not obliged, to restore the User's access to the Service.

6.4. The Company has the right to make comments to the Users, to warn, notify, inform them about non-compliance with the terms of this Agreement. The instructions of the Company addressed to the User regarding the use of the Service are binding for such a User.

6.5. The Company has the right at any time, at its own discretion, to conduct a random inspection of the Supplier Proposals for the purpose of compliance with this Agreement by the Users and their compliance in accordance with current legislation.

6.6. The Company also has the right to request from the User at any time, and the User is obliged, upon the Company's request, to provide it with information, documents and / or materials confirming accuracy of the information provided by the User about themselves, in the Personal Account / Profile, and also its compliance with this Agreement and current legislation.

6.7. The Company has the right to send information (for example, development of the Service and its functionality) to the User on its own behalf or with the assistance of technical partners, including service and advertising messages, to the User's e-mail, mobile phone (SMS, phone calls), and push notifications. The User has the right at any time to refuse receiving of advertising and other information without explaining the reasons for refusal. Service messages informing the User about the status / changes in the

status of purchase and sale transaction are sent automatically and cannot be rejected by the User, since such messages are a necessary condition for the provision of services.

6.8. The company undertakes:

on the terms set forth in this Agreement, to grant the User the rights to use the Service under the terms of a simple (non-exclusive) license;

to provide to Users, within a reasonable time, technical and informational support necessary to gain access to the Service and its subsequent use.

6.9. The Company has the right to display the Supplier Proposals posted by Users on the Service, on other Internet resources, including social networks.

7. Guarantees, Responsibility, Acceptance of risks by Users.

7.1. The User understands and accepts the risks associated with using the platform. The Supplier at their own risk places Supplier Proposals considering the Product, which the Supplier is entitled to dispose of, and the Buyer considers, at their discretion and under their own responsibility, the Supplier Proposals and decides to conclude a deal with a Supplier.

7.2. The User is personally responsible for any information.

7.3. The User undertakes to observe discretion when choosing a counterparty (Buyer or Supplier, respectively), decides on the transaction under their own responsibility, independently verifying that the proposal, sale and / or purchase of any Product specified in the Supplier Proposal are valid and legal.

7.4. Users are responsible for their own actions in connection with the use of the Service, including in connection with transactions in relation to the Products, information about which is posted in the Supplier Proposal, creating and posting information and Supplier Proposals in their own Personal Account and in other sections of the Service, in accordance with applicable law. Violation of this Agreement and current legislation entails various types of liability.

7.5. The User confirms that he or she act legally (for example, by power of attorney), has all the necessary rights (in particular for placing Supplier Proposals) and does not violate by his / her actions the legitimate rights and interests of third parties and current legislation.

8. Limitation of Company Liability.

8.1. The Company does not provide any guarantee that the Service or its elements may be suitable for specific purposes of use. The company cannot guarantee and does not promise any specific results from the

use of the Service or its elements. Service, including all scripts, individual elements and design of the Service are provided "as is".

8.2. The Company does not provide any guarantees of absence of service interruptions related to technical malfunctions, preventive maintenance, etc., however, it makes commercially reasonable efforts to ensure the operation of the Service around the clock. The Company does not provide any guarantee that the Service or any of its elements will function at any particular time in the future or that they will not stop working.

8.3. The Company is not responsible and does not provide redress for any damage, direct or indirect, caused to the User or third parties as a result of the use or inability to use the Service, unless otherwise provided by applicable legislation.

8.4. The Company is not responsible for any damage of device or software of the User or another person caused or associated with the use of the Service through no fault of the Company.

8.5. Under no circumstances the Company and its representatives are responsible to the Users and / or third parties for any indirect, incidental, unintentional damage, including loss of benefit or lost data, damage to honour, dignity or business reputation caused in connection with the use of the Service, the content of the Service or other materials to which the Users or other third parties accessed through the Service, even if the Company warned or indicated the possibility of such harm, unless otherwise provided by applicable legislation.

8.6. The Buyer, when placing an Order through the Service, forms an agency assignment, under an Agency Agreement with ModestoGroup OÜ, on the basis of the agency assignment, ModestoGroup OÜ, on behalf of the Buyer, in the interests and at the expense of the Buyer, concludes an Agreement with the Supplier. Placing an Order through the Service means that the User agrees with all the essential conditions for the sale of the Product by the Supplier.

Orders made over the telephone or by other means are equated to Orders made using the Service.

8.7. The essential terms of the Agreement concluded between ModestoGroup OÜ and the Supplier are specified in the Supplier Proposal.

9. Terms and Conditions of Intellectual Property (Rights).

9.1. Exclusive rights to the Service, including but not limited to computer programs, databases, interface, technical developments, logo, trademark, other means of individualization used and allowing to implement the functionality of the Application, belong to the Company.

9.2. Except for the cases established by this Agreement, as well as by applicable law, neither the Service nor its components, including those listed in the paragraph above, may be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in part without the prior written permission of the Company.

9.3. If the information (content) posted by the User is protected by copyright, the rights to such information are reserved by the User who posted such information.

At the same time, the User grants other Users of the Service a free, non-exclusive right to use such content by viewing, reproducing (including copying), processing (including printing copies) and other rights solely for the purpose of personal non-commercial use, except for cases where the use harms or may harm the legally protected interests of the copyright holder.

In addition, the User grants the Company a free, non-exclusive right to use the content posted on the Service and legally owned by him / her for the Company to ensure the functioning of the Service to the extent determined by its functionality and architecture, and also to display the content (including, but not limited to, photographs of the Supplier Proposals and photographs used in the Supplier Proposals, as well as Product descriptions) in the Company's promotional materials, including for the purpose of displaying the Service interface, including by making such promotional materials available to the public, including for the purpose of advertising the Service on various information resources. The specified non-exclusive right is granted for the entire duration of the exclusive right and comprises, among other things, the right to reproduce the content and process the content, inter alia by incorporating the content into a complex object or composite work, to display the content, make it available to the public, post it by cable, etc. and is valid throughout the world. The Company is entitled to transfer the rights specified in this clause to third parties. The expiration of the content posting on the Service and / or of the validity period of the non-exclusive right does not entail the need to withdraw from circulation the Company's promotional materials with the display of content (including their removal from the Internet).

9.4. Nothing in this Agreement grants the User the right to use the logo, brand name, trademarks, domain names and other distinctive signs of the Company.

10. Territory and Duration of the Agreement. Modification and Termination of the Agreement.

10.1. The User has the right to use the Service throughout the territory of Estonia and in other territories where it is available using standard computer tools and programs.

10.2. This Agreement shall enter into force for the User from the moment of his / her accession to the terms of the Agreement and shall be valid for an indefinite period.

10.3. This agreement is terminated if:

10.3.1 The User decides to terminate the use of the Service by sending the Company an appropriate notification (by contacting technical support through the Service interface, or by sending the Company a scanned copy of the corresponding request to the email address specified in this Agreement);

10.3.2. The Company decides to terminate the Agreement unilaterally out of court with immediate termination of access and the ability to use the Service and without reimbursement of any costs or losses,

unless otherwise provided by applicable legislation. In particular, the Company may make such a decision in the event of:

- closing of the Service;

- any, including one-time, violation by the User of the terms of this Agreement.

10.4. Any changes to the Agreement made by the Company unilaterally come into force on the day following the day such changes are published on the website. The User undertakes to independently check the Agreement for changes before using the Service. Failure by the User to take steps to familiarize himself / herself with the Agreement and / or the amended version of the Agreement cannot serve as a basis for the User's failure to fulfill his / her obligations and the User's failure to comply with the restrictions established by the Agreement.

11. Other provisions.

11.1. With regard to the functioning and development of the Service, the Company is guided by the legislation of the Republic of Estonia, this Agreement and other special documents that have been developed or may be developed and adopted by the Company in order to regulate the provision of access to the Service to Users.

11.2. In case of any disputes or disagreements related to the execution of this Agreement, the User and the Company will use their best efforts to resolve them through negotiations. If disputes are not resolved through negotiations, they shall be resolved in accordance with the procedure established by the current legislation of the Republic of Estonia, at the location of the Company, unless otherwise expressly provided by applicable legislation.

11.3. This Agreement is drawn up in Russian and can be provided to the User for review in another language. In the event of a discrepancy between the Russian-language version of the Agreement and the version in another language, the provisions of the Russian-language version of this Agreement shall prevail.

11.4. If, for any reason, one or more of the provisions of this Agreement are found to be invalid or unenforceable, this does not affect the validity or applicability of the remaining provisions of the Agreement.

11.5. Applications, Supplier Proposals and claims of individuals and legal entities to the Company in connection with the execution of this Agreement and the operation of the Service, violations of the rights and interests of third parties when using the Service, can be sent to the Service support through the feedback form or at: Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315, 10120, Company: ModestoGroup OÜ, registration number: 16203107.