1. **General provisions**

1.1. This document is the public offer which describes the terms of use of the **res-plan.com** online services (hereinafter "The Services"). The actions, referred to in paragraphs 2.1 - 2.4 of this document, completely and unconditionally confirm the acceptance of the offer and activate The Service Contract under the conditions stated below (hereinafter "The Contract").

1.2. The contracting parties are The Services provider Alexander V. Ilyin (hereinafter "The Provider"), acting in accordance with Individual Entrepreneur's State registration certificate 77 No. 010011179 from January 20, 2006, and any competent person or entity which uses one or more of The Services (hereinafter "User"). Hereinafter "The Service" means any of The Services.

2. **Procedure of The Services usage and payment**

2.1. Each proposed online service is presented by the server application which is running on The Provider's server 24 hours a day, 7 days a week. After reviewing the purpose and cost of The Service on The Provider's website www.res-plan.com (the website is identical to www.res-plan.ru, www.res-plan.net; hereinafter "The Website"), User downloads an installer of The Service client application (hereinafter "Installer"), corresponding to the operating system used on the User's computer device (hereinafter "Device").

2.2. User undertakes not to transmit Installer to third parties for a fee or without clear indication of The Service Provider. User undertakes not to modify Installer, neither make it the subject of disassembly, decompiling, reverse engineering.

2.3. User runs Installer on the Device. In the beginning of the installation Installer displays the User License Agreement, which repeats the terms of The Contract, as well as determines the duration and the maximum numbers of Devices and requests (see 2.10) for the free trial period of using The Service. The User License Agreement may also contain additional items relating to The Service client application. Continuation of the installation means acceptance of the User License Agreement.

2.4. When you first start after installing, the client application provides the User registration dialog. To register, User must have access to the Internet. If the User was not registered in The Provider's database, the registration of the client application on the Device occurs simultaneously with the User registration: the dialog offers to specify a unique name and password (which will be used to authenticate and authorize the User), as well as e-mail, country and user type (private person or organization). The specified data are sent to The Provider's database. If the User was already registered in The Provider's database, for the registration of the client application on the Device it is enough to choose the dialog option "Existing user of the res-plan.com" and enter the unique name and password specified during User registration. The client application on the Device can be registered for a single User only. User can use multiple Services on a single Device, and the client applications are registered for each Service separately.

2.5. The Provider undertakes not to disclose any data specified by the User during registration to third parties and to take the necessary measures to protect the database of the registered client applications from harmful and unauthorized use.

2.6. User undertakes not to attempt to use The Service for free in violation of The Contract; not to make client application the subject of resale, disassembly, decompiling, reverse engineering; not to perform actions aimed at worsening performance of The Services.

2.7. The free trial period of The Service usage (specified in the User License Agreement) begins with the registration of The Service client application on the first User's Device.

2.8. The client application connects to The Service via Internet and sends the requests for computations only at User's command. Requests contain only numbers which are necessary for computations - without any semantic bindings, that is The Provider does not transmit thru the Internet confidential data such as names of resources, expenses, measure units, etc. The Service receives request, makes computations,

sends the results back to the client application, and terminates the connection until the next request. Transmitted data are not stored on The Provider's servers.

2.9. After expiration of the free trial period The Service sends a payment request in response to request for computations received from the client application. The client application offers to open "My Account" page of The Website or cancel the computations. The page supports payments by cards Visa^{TM}, MasterCard®, Maestro®, American Express®, Discover®; from accounts in payment systems Yandex Money^{TM}, Webmoney^{TM}, QIWI^{TM}; from other accounts. User chooses the payment method, the maximum number of Devices and prepaid period - the number of months (or decides to abandon use of The Service). Later, if use of The Service on a Device is not paid for the current date, The Service sends a similar payment request in response to request for computations received from the client application. (User always can make advance payment on the "My Account" page of The Website).

2.10. A request for computations is considered executed if The Service has sent results of computations to the client application. Duration of the prepaid period and maximum number of Devices determine the maximum total number of requests for computations that User can perform during the period. The established limits are more than sufficient: they are necessary only to prevent the fraudulent use of The Services.

2.11. Payment security is guaranteed, depending on the payment method selected by User, by the payment system PayPal^{TM} or the payment system PayU^{TM} which have contracts with The Provider.

2.12. The cost of The Service includes the necessary technical support and consulting for User, as well as all updates of client applications and The Service.

2.13. The cost of The Service is not liable to Value Added Tax since The Provider uses the Simplified System of Taxation.

2.14. To inform The Provider about stopping use of The Service on some Device, User has to uninstall the client application on that Device, being connected to the Internet. This allows The Service to save (in The Services database) a mark about stopping its usage from the Device.

2.15. The cost of The Service may be increased by The Provider not more than 1 time per year and not earlier than one month after the relevant publication on The Website. If User pays for The Service period beginning before the date of the cost change, the cost of the whole period is calculated on the strength of the cost at the time of payment and may not be changed during the period. If before publication of the cost change User has paid for The Service period beginning after the date of change or exactly on this date, the cost and duration of the period also may not be changed.

2.16. Provider has the right to stop The Services for User who violates the terms of The Contract. In this case, any funds paid by User for The Service usage will not be returned.

2.17. The fact of payment confirms that User is satisfied by the quality of The Service. If The Provider does not violate the terms of The Contract, the funds paid by User for The Service usage will not be returned. If providing of The Service becomes impossible for technical reasons which depend on The Provider (unavailability or failure of Provider's servers or The Service), the current period of The Service usage will be extended on the number of days during which The Service was not provided.

2.18. The Services are provided on "as is" basis - as they are described on The Website. The Provider does not offer any additional warranty. The Provider shall not be liable for any loss incurred by User during use or non-use of The Services. The Provider's responsibility for The Service inaccessibility for technical reasons is fully described in paragraph 2.17.

2.19. The Provider has the right to change the set of payment methods specified in paragraphs 2.9, 2.11.

3. **Other conditions**

3.1. Neither User nor The Provider shall be liable to the other for any delay or failure to perform obligations arising from force majeure including natural disasters, fires, terrorist attacks, changes in

legislation, civil unrest, as well as problems of functioning of payment systems, power supply systems, communication networks, Internet service providers.

3.2. All disputes hereunder shall be resolved through direct negotiations. If User has questions on the use of The Service, he/she can use contacts listed on the "Contacts" page of The Website.

3.3. The Provider and User can transfer their obligations under The Contract to third parties.

3.4. The date of The Contract shall be the date of acceptance of this offer by User in accordance with paragraph 1.1.

The Provider

Alexander V. Ilyin
Individual Entrepreneur's State Registration Number 306770000015343
Personal Taxpayer Identification Number 772822906162
9-2-374, Znamenskie Sadki St., Moscow, 117628, Russia.

/Alexander V. Ilyin/