



USER AGREEMENT (PUBLIC OFFER)

1. General Provisions

1.1. This User Agreement (the “**Agreement**”) governs the relationship between:

MIKHAIL TRAPEZNIKOV,

operating under the **KommoGEN** brand,

acting as an **official partner of KOMMO (QSOFT LLC),**

Partner ID: 28694931,

(hereinafter referred to as the “**Operator**”),

and any individual or legal entity using the website **www.kommogen.com** (hereinafter referred to as the “**User**”, the “**Website**”).

1.2. Use of the Website, submission of requests, communication with the Operator, payment for services, and use of software solutions, widgets, modules, and custom developments constitutes **full and unconditional acceptance** of this Agreement.

1.3. If the User does not agree with the terms of this Agreement, the User must immediately discontinue use of the Website and any software solutions provided by the Operator.

2. Subject of the Agreement

2.1. The Operator provides the User with informational, consulting, and technical services, including but not limited to:

- KOMMO CRM implementation and configuration;



- CRM audit services;
- technical support and system maintenance;
- sale and renewal of KOMMO licenses;
- development and provision of widgets, modules, integrations, and custom software solutions;
- analytical and consulting services.

2.2. All widgets, modules, integrations, and custom developments provided by the Operator are considered **computer software** and are granted to the User under a **simple (non-exclusive) license**, unless otherwise agreed in writing.

3. Use of Software Solutions

3.1. Software solutions may be used solely within their intended functional purpose.

3.2. The User is prohibited from:

- copying, modifying, decompiling, or distributing the software;
- transferring software solutions to third parties without written consent of the Operator;
- using the software in violation of applicable laws.

3.3. All intellectual property rights to developed software solutions belong to the Operator, unless otherwise explicitly agreed in writing.

4. User Interaction and Data Submission

4.1. To receive services, the User may provide personal or business information via Website forms, messengers, email, or other communication channels.

4.2. The User guarantees that all provided information is accurate and up to date and bears full responsibility for its correctness.



5. Rights and Obligations of the User

The User undertakes to:

- use the Website and software solutions lawfully;
- not violate the rights of third parties;
- not perform actions that disrupt the operation of services or systems.

The User has the right to:

- receive information about services;
- request consultations;
- withdraw consent for personal data processing in accordance with applicable policies.

6. Rights and Obligations of the Operator

The Operator has the right to:

- modify the functionality of the Website and software solutions;
- suspend access in case of violation of this Agreement;
- provide services independently or with the involvement of partners and contractors.

The Operator undertakes to:

- ensure reasonable operational functionality of provided services;
- apply reasonable measures to protect User data.

7. Personal Data

7.1. Personal data processing is carried out in accordance with the **Privacy Policy** published on the Website.



7.2. By accepting this Agreement, the User consents to the processing of personal data for the purposes of communication, service provision, and informational notifications (subject to consent).

8. Limitation of Liability

8.1. The Operator shall not be liable for:

- failures caused by third parties;
- operation of third-party services, including KOMMO and related platforms;
- business decisions made by the User based on consultations.

8.2. All software solutions are provided “as is”, without warranties of suitability for specific business purposes.

9. Amendment and Termination

9.1. The Operator reserves the right to amend this Agreement unilaterally.

9.2. The updated version becomes effective upon publication on the Website.

9.3. The User may terminate use of the Website at any time.

10. Partner Status

The Operator operates as an **official partner of KOMMO (QSOFT LLC)**

Partner ID: 28694931

Use of KOMMO licenses is governed by the KOMMO Public Offer Agreement available at:



<https://www.kommo.com/terms/>

11. Payment Details

Beneficiary Name: TRAPEZNIKOV MIKHAIL

Bank Transfer (USD, SWIFT):

Joint Stock Commercial Bank for Foreign Trade of Vietnam (VIETCOMBANK)

Khanh Hoa Branch

SWIFT / BIC: BFTVVNVX006

Account (USD): 1045251964

Beneficiary Address:

65251, 02 Nguyen Thi Minh Khai Street,

Loc Tho Ward, Nha Trang, Khanh Hoa, Vietnam, **65000**

Floor 27, Apartment A2717

12. Contact Information

Email: gen@kommogen.com

Website: www.kommogen.com

Location: Nha Trang, Khanh Hoa, Vietnam, 65000