

Public Offer of a Service Agreement

1. General Provisions

This Public Offer contains the terms and conditions for concluding a Service Agreement (hereinafter referred to as the "Service Agreement" and/or "Agreement"). This offer is recognized as an offer addressed to one or several specific persons, which is sufficiently definite and expresses the intention of the person making the offer to consider himself as having concluded an Agreement with the addressee who will accept the offer.

The performance of the actions specified in this Offer is a confirmation of the agreement of both Parties to conclude a Service Agreement on the terms, in the manner and volume set forth in this Offer.

The text of the Public Offer below is the official public offer of the Contractor, addressed to the interested circle of persons to conclude a Service Agreement.

The Service Agreement is considered concluded and comes into force from the moment of the Parties' performance of the actions provided for in this Offer, and means unconditional, as well as full acceptance of all the terms of this Offer without any exceptions or restrictions on the terms of accession.

Terms and Definitions:

Agreement – the text of this Offer with Appendices, which are an integral part of this Offer, accepted by the Customer by performing the conclusive actions provided for in this Offer.

Conclusive actions — this is behavior that expresses agreement with the counterparty's offer to conclude, change or terminate the agreement. Actions consist in full or partial fulfillment of the conditions proposed by the counterparty.

Contractor's Website on the Internet – a set of programs for electronic computing machines and other information contained in the information system, access to which is provided through the Internet network by the domain name and network address: <https://kukasmog.com/>

Parties to the Agreement (Parties) – Contractor and Customer.

Service – the service provided by the Contractor to the Customer in the manner and on the terms established by this Offer.

2. Subject of the Agreement

1. The Contractor undertakes to provide the Customer with Services, and the Customer undertakes to pay for them in the amount, manner and terms established by this Agreement.
2. The name, quantity, procedure and other conditions for the provision of Services are determined based on the Contractor's information when the Customer places an order, or are established on the Contractor's website on the Internet <https://kukasmog.com/>
3. The Contractor provides Services under this Agreement personally, or with the involvement of third parties, while the Contractor is responsible for the actions of third parties to the Customer as for his own.
4. The Agreement is concluded by accepting this Offer through the performance of conclusive actions, expressed in:
 - actions related to the registration of an account on the Contractor's Website on the Internet if there is a need to register an account;
 - placing and sending an order by the Customer to the Contractor for the provision of Services;
 - actions related to the payment of Services by the Customer;
 - actions related to the provision of Services by the Contractor.

This list is not exhaustive, there may be other actions that clearly express the intention of the person to accept the counterparty's offer.

3. Rights and Obligations of the Parties

1. Rights and obligations of the Contractor:
 1. The Contractor undertakes to provide Services in accordance with the provisions of this Agreement, within the timeframes and volumes specified in this Agreement and (or) in the manner specified on the Contractor's Website.
 2. The Contractor undertakes to provide the Customer with access to the sections of the Website necessary for obtaining information, according to clause 2.1. of the Agreement.

3. The Contractor is responsible for storing and processing the Customer's personal data, ensures the confidentiality of these data and uses them exclusively for the high-quality provision of Services to the Customer.
4. The Contractor reserves the right to change the terms (period) of providing Services and the terms of this Offer unilaterally without prior notice to the Customer, by publishing the specified changes on the Contractor's Website on the Internet. At the same time, new / changed conditions indicated on the Website apply only to newly concluded Agreements.

2. Rights and obligations of the Customer:

1. The Customer undertakes to provide reliable information about himself when receiving the relevant Services.
2. The Customer undertakes not to reproduce, not to repeat, not to copy, not to sell, and not to use for any purposes the information and materials that have become available to him in connection with the provision of Services, except for personal use directly by the Customer himself without providing access in any form to any third parties.
3. The Customer undertakes to accept the Services provided by the Contractor;
4. The Customer guarantees that all the terms of the Agreement are clear to him; The Customer accepts the terms without reservations, as well as in full.

4. Price and Payment Procedure

1. The cost of the Contractor's services provided to the Customer and the procedure for their payment are determined based on the Contractor's information when the Customer places an order or are established on the Contractor's Website on the Internet:
<https://kukasmog.com/>
2. All calculations under the Agreement are made in non-cash form.

5. Confidentiality and Security

1. In implementing this Agreement, the Parties ensure the confidentiality and security of personal data in accordance with the current edition of the General Data Protection Regulation (GDPR) for EU customers, and the California Consumer Privacy Act (CCPA) for US customers, as well as other applicable data protection laws.
2. The Parties undertake to maintain the confidentiality of information obtained in the course of the performance of this Agreement and to take all possible measures to protect the information received from disclosure.
3. Confidential information is understood to mean any information transmitted by the

Contractor and the Customer in the process of implementing the Agreement and subject to protection, exceptions are indicated below.

4. Such information may be contained in the local regulatory acts provided to the Contractor, contracts, letters, reports, analytical materials, research results, schemes, graphs, specifications and other documents, drawn up both on paper and on electronic media.

6. Force Majeure

1. The Parties are released from liability for non-performance or improper performance of obligations under the Agreement if proper performance was impossible due to force majeure, that is, extraordinary and unavoidable under these conditions, which include: prohibited actions of authorities, epidemics, pandemics, blockade, embargo, earthquakes, floods, fires or other natural disasters.
2. In the event of these circumstances, the Party must notify the other Party within 30 (Thirty) working days.
3. A document issued by an authorized state body or a reputable international organization is sufficient proof of the existence and duration of force majeure.
4. If the circumstances of force majeure continue for more than 60 (Sixty) working days, then each Party has the right to refuse this Agreement unilaterally.

7. Liability of the Parties

1. In case of non-performance and/or improper performance of their obligations under the Agreement, the Parties are liable in accordance with the terms of this Offer.
2. The Contractor is not liable for non-performance and/or improper performance of obligations under the Agreement if such non-performance and/or improper performance occurred through the fault of the Customer.
3. The Party that has not fulfilled or improperly fulfilled the obligations under the Agreement is obliged to compensate the other Party for the damages caused by such violations.

8. Validity of this Offer

1. The Offer comes into force from the moment it is posted on the Contractor's Website and is valid until it is withdrawn by the Contractor.
2. The Contractor reserves the right to make changes to the terms of the Offer and/or withdraw the Offer at any time at his discretion. Information about the change or withdrawal of the Offer is brought to the Customer at the Contractor's choice by posting on the Contractor's website on the Internet, in the Customer's Personal Account, or by sending a

corresponding notification to the email or postal address specified by the Customer when concluding the Agreement or during its execution.

3. The Agreement comes into force from the moment the Customer accepts the terms of the Offer and is valid until the Parties fully fulfill their obligations under the Agreement.
4. Changes made by the Contractor to the Agreement and published on the website in the form of an updated Offer are considered accepted by the Customer in full.

9. Additional Terms

1. The Agreement, its conclusion and execution are regulated by the current legislation of the United States of America. All issues not regulated by this Offer or not fully regulated are regulated in accordance with the substantive law of the United States of America.
2. In case of a dispute that may arise between the Parties in the course of their performance of their obligations under the Agreement concluded on the terms of this Offer, the Parties are obliged to settle the dispute amicably before the start of legal proceedings. Legal proceedings are carried out in accordance with the legislation of the United States of America. Disputes or disagreements over which the Parties have not reached an agreement are subject to resolution in accordance with the legislation of the USA. The pre-trial procedure for dispute resolution is mandatory.
3. The Parties have determined the language of the Agreement concluded on the terms of this Offer, as well as the language used in any interaction of the Parties (including correspondence, provision of requirements / notifications / explanations, provision of documents, etc.), as English.
4. All documents to be provided in accordance with the terms of this Offer must be drawn up in English or have a translation into English, certified in the prescribed manner.
5. Inaction of one of the Parties in case of violation of the terms of this Offer does not deprive the interested Party of the right to protect its interests later, and also does not mean a waiver of its rights in case of committing similar or similar violations by one of the Parties in the future.
6. If there are links to other websites and materials of third parties on the Contractor's Website on the Internet, such links are posted solely for informational purposes, and the Contractor does not have control over the content of such websites or materials. The Contractor is not responsible for any losses or damage that may arise as a result of using such links.

10. Contractor's Details

Company: Prodmake, LLC

Address: 2201 Menaul Blvd NE STE A, Albuquerque, New Mexico, 87107, United States

Contact: support@prodmake.com