Approved by Individual Entrepreneur I. V. Ivanova

August 13, 2018

**Public Offer of Individual Entrepreneur I. V. Ivanova**

**Basic concepts:**

Website Visitor refers to a person who visits <https://foreverqueen.ru/> without intending to place an Order.

User refers to an individual, a Website Visitor, who accepts the terms of this Agreement and wishes to place Orders in the Forever Queen Online Store

Buyer refers to the User who placed the Order in the online store "Forever Queen"

Seller, "Forever Queen", is Individual Entrepreneur Irina Viktorovna Ivanova (INN/OGRN: 784205719202 /316784700306772, location: Saint-Petersburg, Moskovskiy pr., 3A, Admiralteisky Trading Centre, 3rd floor: (hereinafter IE).

Online Store refers to a website owned by the Individual Entrepreneur and located at <https://foreverqueen.ru/>, which displays the Goods offered by the Sellers for purchase and provides the terms of payment and delivery of Goods to Customers.

The website is <https://foreverqueen.ru/>

Goods refers to shoes, accessories and other goods presented for sale on the Website.

Order refers to a duly executed request submitted by the User/the Buyer for the purchase and delivery to the address specified by the User/the Buyer or for self-collection of the Goods selected on the Website.

Acceptance of this Public offer is deemed to be the execution by the Buyer of the order for the Goods in accordance with the terms of the Public Offer.

**1. General Provisions**

1.1. The seller sells Goods through the Online Store at <https://foreverqueen.ru/>.

1.2. By ordering Goods through the Online Store, the User agrees to the terms of the sale of Goods specified below (hereinafter "the Terms of Sale of Goods"). In case of disagreement with this Public Offer the User shall immediately discontinue using the service and leave the website <https://foreverqueen.ru/>.

1.3. These Conditions of Sale of Goods, as well as information about the Goods presented on the Website, are a Public Offer in accordance with article 435 and cl. 2 of article 437 of the Civil Code of the Russian Federation. The relations with the Buyer, the User, the Visitor to the Website shall be governed by the provisions of regulatory legal acts of the Russian Federation.

1.4. The Public Offer can be changed by the Seller unilaterally without notifying the User/Buyer. The new version of the Public Offer shall enter into force in ten (10) calendar days from the date of its publication on the Website, unless otherwise provided by the terms of this Public Offer.

1.5. The Public Offer shall be deemed to be accepted by the Website Visitor/Buyer when the Buyer places the Order without authorization on the Website, as well as from the moment of the receipt of the Buyer's Order through the Order form on the Website, which opens when the Customer makes a transition to the Order Registration page in the Shopping Cart section.

1.6. The contract of retail sale and purchase is considered to be concluded from the moment when the Seller issues for the Buyer a cash register receipt or a sales invoice or another document confirming payment for the goods.

1.7. By providing their email address and telephone number to the Seller, the Visitor to the Website/the Buyer consents to the use of those contact details by the Seller and by the third parties engaged for the purpose of fulfilling the Seller's obligations to Website Visitors and Customers, for promotional and informational mailings with details on the discounts, upcoming and current promotions and other activities of the Seller, on the transfer order to the delivery, as well as other information directly related to the performance of the obligations of Buyer under this Public Offer.

1.8. By placing an Order, the Buyer agrees that the Seller may entrust the performance of the Contract to a third party, while remaining responsible for its execution.

1.9. The Buyer may place an order in the online store <https://foreverqueen.ru/> in a 24/7 mode, except for periods of routine maintenance or technical failures.

1.10. The addresses of the delivery points where Goods can be returned and their mode of operation are available on the website <https://foreverqueen.ru/kontaktyi.html> in the Contacts section.

**2. The Subject of the Offer**

2.1. The subject of this Public Offer is providing the User with an opportunity to enable the User to purchase, for personal, family, household and other needs not related to business activities, Goods presented in the catalog of the Online Shop <https://foreverqueen.ru/> by purchasing the Goods.

2.2. This Public Offer applies to all types of Goods and services presented on the Website, as long as such proposals with a description are present in the catalog of the online store.

**3. Goods and the Procedure of the Purchase**

3.1. Registration on the Website is not mandatory for making an Order.

3.2. The Seller is not liable for the accuracy and correctness of the information provided by the User when ordering goods.

3.3. Communication between the User/Buyer with managers and other representatives of the Seller shall be based on the principles of generally accepted morality and communication etiquette. It is strictly forbidden to use obscene words, abusive expressions, threats and blackmailing in any forms and to any of the participants of the communication.

3.4. If the ordered Goods are not available at the Seller's warehouse, the Seller shall have the right to exclude such item of the Goods from the Order/cancel the Customer's Order, notifying the Buyer on the fact by email to the email address specified by the Buyer during registration. The photos presented in connection with the Goods are only illustrations to it and may differ from the actual appearance of the Goods. Descriptions/Product characteristics that accompany the Goods do not claim to be exhaustive and may contain typos. To clarify the information on the Goods, the Buyer may contact the Seller through the feedback system specified in the Contacts section.

3.5. In case of cancellation of a fully prepaid Order, the cost of the cancelled Goods is returned by the Seller to the Buyer with the use of the same method which was used for the payment for the Goods.

3.6. The Buyer's Order is registered in accordance with the procedures specified on the Website in the Shopping Cart section.

3.7. The Buyer is solely responsible for the provision of incorrect information which made it impossible for the Seller to perform its obligations to the Buyer properly.

3.8. After placing an Order on the Website, the Buyer is provided with information about the expected date of delivery by sending an e-mail to the address specified by the Buyer during registration or by phone. The Manager serving this Order clarifies the details of the Order, agrees on the delivery date, which depends on the delivery method selected and the legal entity/individual entrepreneur to deliver the Order, the availability of the ordered Goods in the warehouse of the Seller and the time required for the processing and delivery of the Order.

3.9. The date of the delivery of the Goods may be changed unilaterally by the Seller in the event of circumstances which, at the discretion of the Seller, are objective reasons for such delay.

**4. Delivery of the order**

4.1. The delivery methods, as well as the approximate dates for the delivery of the Goods sold by the Seller are listed in the Shipping section on the Website at <https://foreverqueen.ru/dostavka.html>; Specific delivery terms can be agreed upon by the Buyer in the process of order confirmation.

4.2. In Saint Petersburg and Leningrad Region, Goods are delivered by courier, while delivery in Russia and Worldwide is performed by a transport company or a postal service, the territory of delivery of Goods presented on the Website and sold by the Seller being unlimited (Worldwide).

4.2.1. The delivery of goods to specific countries may be restricted by the legislation of the country of delivery. If any restrictions are imposed on the delivery of the goods, the goods must be returned to the Seller by the use of available methods, and the money paid for the goods shall be refunded within 30 days in the manner in which the payment was effected.

4.3. Delays in delivery are possible due to unforeseen circumstances that occurred through no fault of the Seller.

4.4. Upon delivery, the Order shall be handed over to the Buyer or a third party specified in the Order as the recipient (the Buyer and the third party are hereinafter referred to as the Recipient). If the above-mentioned persons cannot receive the Order, the Order may be handed over to the person who can provide information about the Order (shipment number and/or the full name of the Recipient).

4.5. The risk of accidental loss or damage to the Goods is transferred to the Buyer from the moment of the transfer of the Order to him and the moment when the Recipient signs the documents confirming the delivery of the Order. In the case of failure to deliver the Order, the Seller shall refund to Buyer the price paid by the Buyer and the cost of the delivery in full after the confirmation of the loss of the Order.

4.6. The cost of delivery of each Order is calculated individually and depends on the chosen method of delivery.

4.7. The user understands and agrees that: delivery is a separate service and not an integral part of the Goods purchased by the Buyer. Any claims to the quality of the purchased Goods arising after the receipt of the Goods and payment for the Goods are considered in accordance with the Law of the Russian Federation "On Consumer Rights Protection" and the warranty obligations of the corresponding Seller. Therefore, the purchase of the Goods with the delivery does not give the Buyer the right to claim delivery of the Goods purchased for the purposes of warranty service or replacement, or the right to receive warranty repairs or replacement of the Goods effected by the visit of the Seller's employees to the Buyer and does not imply the possibility of a refund of the shipping cost of the Item in cases where the buyer has the right to a refund for the Goods as such, in accordance with the Law of the Russian Federation dated 07.02.1992 No. 2300-1 "On Consumer Rights Protection".

4.8. The Seller's obligation to transfer the Goods to the Buyer is considered fulfilled at the time of delivery of the Goods to the Recipient or the receipt of the Goods by the Recipient at the post office or at a pre-agreed place of Order delivery (including self-collection points).

4.9. Upon the receipt of the Order from the transport company or postal service, the Recipient shall inspect the Goods after payment and open the package in the presence of the employees of the transport company or postal service, to check the Goods for the compliance with the declared quantity, range and completeness, as well as to check the service life of the delivered Goods and the integrity of the packaging. In case of claims to the delivered Goods (incomplete package, Goods different from the inventory list of the shipment, manufacturing defects, and other claims) by the Recipient, in the presence of employees of the transport company or a postal service, and the Certificate of the Discrepancies Found is issued. If the Recipient has not made a claim in the above manner, the Seller shall be deemed to have fully and properly fulfilled its obligation of the transfer of the Goods.

4.10. If the Goods delivered by a transport company or a postal service are returned due to the presence of claims to the Goods, the Recipient shall attach the following documents to the Shipment containing the returned Goods: application for a refund; a copy of the act on the identified inconsistencies; a copy of the receipt of payment; a copy of the Certificate of the Discrepancies Found, a photo showing the deficiencies, the conclusion produced upon expert examination (if any).

**5. Payment for Goods**

5.1. The price of Goods sold in the online store is shown in rubles of the Russian Federation. Payment is made to the accounts specified by the Seller.

5.2. The price of Goods is shown on the Website. In case of incorrect price of the Goods ordered by the Buyer, the Seller shall inform the Buyer on the fact in order to have the Order confirmed at the corrected price or to have it canceled. If it is impossible to contact the Buyer, such Order is deemed to be canceled. If payment for the Order has been effected, the Seller refunds the amount paid for the Order by using the same payment method.

5.3. The price of the Goods on the Website can be changed by the Seller unilaterally. In this case, the price of the Goods ordered by the Buyer is not subject to change.

5.4. Specifics of Payment for the Goods by Credit Card:

5.4.1. In accordance with the Regulations of the Central Bank of the Russian Federation "On the Issue of Bank Cards and Transactions Made with the Use of Payment Cards" dated 24.12.2004 No. 266-П, transactions with Bank cards shall be effected by the cardholder or an authorized person.

5.6. Bank card transactions are subject to authorization by the Bank. If the Bank has reasons to believe that the transaction is fraudulent, the Bank has the right to refuse to perform such operation. Fraudulent transactions with Bank cards constitute a crime under article 159 of the Criminal Code of the Russian Federation.

5.7. In order to avoid various kinds of bank card abuse, all Orders made on the Website and prepaid by credit card are checked by the Seller.

5.8. The Seller has the right to offer discounts on Goods and establish a bonus program. The types of discounts and bonuses, as well as the terms and conditions for their provision, are determined by the Seller, and the information thereupon is present on the Website.

5.9. If, as a result of applying the discount/bonus, the recalculated cost of the Seller's Goods includes kopecks, such value of the Goods shall be rounded down to the value which is a multiple of one ruble.

5.10. In case of any marketing activities which involve adding any objects to the Order of the Buyer, the delivery of these objects is carried out at the expense of the Buyer. To refuse the added items, the Buyer has to contact the Seller through the Contacts section.

**6. Return of Goods and Monetary Refunds**

6.1. The return of Goods sold by the Seller is carried out in accordance with the following conditions of return.

**6.2. Return of Goods of Proper Quality**

6.2.1. The buyer has the right to refuse the ordered Goods at any time prior to the receipt thereof, and after the receipt of the Goods, within fourteen (14) days in case of purchase made in a retail store, and seven (7) days in case of the Online Store, excluding the day of purchase, except for Goods made to order, according to the creative design assignment approved by the User/the Buyer. Return of Goods of good quality is possible if its marketable condition and consumer properties are preserved.

6.2.2. If the Buyer refuses the Goods, the Seller shall refund the cost of the returned Goods to the Buyer net of the Seller's expenses related to the delivery of the Goods which were returned by the User/the Buyer within 10 days from the date of the receipt of the returned Goods at the Seller's warehouse, together with the application for a refund completed by the Buyer.

6.2.3. If the Seller does not have similar Goods in stock when the User's application is received, the Buyer has the right to refuse the performance hereof Offer and demand a refund of the amount paid for the specified Goods. The Seller shall return the money paid for the returned Goods within 10 days from the date of the return of the Goods.

**6.3. Return of Goods of Substandard Quality:**

6.3.1. A product is considered to be of substandard quality if it is defective and cannot perform its functions, does not meet the requirements specified in the creative design assignment (in case of the Goods made to order). The received Goods must be consistent with the description on the Website. The difference of the design elements or the design from the description stated on the Website shall not be regarded as a sign of inadequate quality.

6.3.2. The appearance and completeness of the Goods, as well as the completeness of the entire Order must be checked by the Recipient at the time of the delivery of the Goods.

6.3.3. Upon the delivery of the Goods, the Buyer signs the receipt of delivery in the field with the words: "I accepted the Order, which is complete, and have no claims in respect of the quantity and appearance of the goods", or another similar document issued by the Seller, in the field which includes the Buyer's statement on the fact that they have no claims to completeness, quantity and quality of the Goods. No claims in respect of the external defects of the Goods, its quantity, completeness and presentation will not be accepted after the Order has been received.

6.3.4. If the Goods delivered to the Buyer are of substandard quality and that was not previously agreed upon by the Seller, the Buyer is entitled to act in accordance with the provisions of Article 18, "The Rights of the Consumer in Case of Detecting Deficiencies in the Goods" of the Law of the Russian Federation dated 07.02.1992 No. 2300-1 "On Consumer Rights Protection".

6.3.5. Claims for refunds of the amount paid for the Goods shall be satisfied within 10 days from the date of the presentation thereof (article 22 of the Law of the Russian Federation "On Consumer Rights Protection").

6.3.6. Refund is effected by transferring the cost paid for the Goods to the bank card the details of which were used for ordering the Goods.

**6.4. Methods of return of the Goods:**

**6.4.1.** By transport company, or postal service, or personally at the points of self-collection, according to the preference of the Buyer. The Buyer sends the returned goods by parcel with declared value, the terms of cash on delivery are not applied. Packages sent under the conditions of cash on delivery shall not be accepted as the return of the Goods. The parcel must include a completed application for a refund. The application form for the return of Goods can be downloaded in the Return section, <https://foreverqueen.ru/vozvrat-tovara.html>. The Goods can also be returned by taking it to the point of self-collection specified in the Delivery section of the Website. In this case, the Buyer returns the Goods to a self-collection point and fills out the application in the presence of the employee of the self-collection point (the application form is provided to the buyer at the self-collection point).

**7. Liability**

7.1. The Seller shall not be liable for damage caused to the Buyer as a result of improper use of the Goods purchased in the online store.

**8. Personal Data Protection**

8.1. The personal data of the User/Buyer shall be processed in accordance with the Federal Law "On Personal data" No. 152-ФЗ.

8.2. When registering on the Website, the User provides the following information: Surname, Name, Patronymic, contact phone number, e-mail address, date of birth, sex, and delivery address with the postal code of the city/town.

8.3. By submitting their personal data to the Seller, the Website Visitor/User/Buyer consents to the processing thereof by the Seller, including in order to fulfill the Seller's obligations to the Website Visitor/User/Buyer hereunder, the promotion of goods and services by the Seller, conducting email and sms-surveys, monitoring results of marketing campaigns, customer support, the delivery of goods to Customers, prize drawing among Visitors/Users/Customers, survey of the satisfaction of the Visitor/User/Buyer, as well as the quality of services rendered by the Seller.

8.4. Personal data processing means any action (operation) or a set of actions (operations) performed with personal data with or without the use of automation tools, including collection, recording, systematization, accumulation, storage, clarification (updating, amending), retrieval, use, transfer (including transfer to third parties, not excluding cross-border transfer if it becomes necessary in the course of performance of obligations), depersonalization, blocking, deletion, destruction of personal data.

8.5. The Seller has the right to send information, including advertising messages, to the e-mail address and mobile phone of the User/Buyer subject to the consent of the latter, expressed in the way that provides an opportunity of their identification as a unique subscriber and reliably confirm their willingness to receive the message. The User/Buyer has the right to refuse to receive advertising and other information without explaining the reasons for the refusal by informing the Seller on such refusal by phone or by sending a corresponding statement to the Seller's e-mail address.

8.6. The Seller has the right to use the cookies technology. Cookies do not contain confidential information. The Visitor/User/Buyer hereby consents to the collection, analysis and use of information by cookies, including by third parties, for the purpose of generating statistics and optimizing advertising messages.

8.7. The Seller receives information about the IP address of the Website Visitor. This information is not used to identify the visitor.

8.8. The Seller is not responsible for the information provided by the User/Buyer on the Website in the publicly available form.

8.9. The Seller has the right to record telephone conversations with the User/Buyer. In this case, the Seller undertakes: to prevent attempts of unauthorized access to the information received during telephone conversations and/or its transfer to third parties which are not directly related to the execution of the Orders, according to item 4 of Art. 16 of the Federal Law "On Information, Information Technologies and the Information Protection".

**9. The Effective Term of the Public Offer**

9.1. This Public Offer comes into force from the moment of its acceptance by the Website Visitor/Buyer and remains valid until the withdrawal of the acceptance of the Public Offer.

**10. Additional Conditions**

10.1. The Seller may assign or otherwise transfer its rights and obligations arising from its relationship with the Buyer to third parties.

10.2. The Online Store and the services provided may become temporarily unavailable, in full or partially, due to preventive maintenance or other works or for any other technical reasons.

10.3. The relations between the User/Buyer and the Seller shall be governed by the provisions of the Russian legislation.

10.4. If the User/Buyer has any questions and complaints, they may contact the Seller by phone or by other available means. The parties shall make efforts to solve any disputes amicably/ Should the parties fail to come to an agreement, the dispute shall be referred to a judicial authority in accordance with the current legislation of the Russian Federation.

10.5. If any provision of this Public Offer is held invalid by a court, such holding will not affect the validity of any other provisions.