

USER AGREEMENT (TERMS OF SERVICE)

January 1, 2022

1. TERMS AND DEFINITIONS

The words and expressions used in this Agreement shall have the following meanings unless expressly specified otherwise:

- 1.1. *The Products* shall mean computer program "Nova.Chats" in the form of activated and non-activated data and commands (software options) and databases (and its subsequent modifications and updates) reproduced on the equipment of Platform users (client side) and (or) used by means of remote access via the Internet in an independent section on the Platform's server side created upon Licensee registration on the Platform (server side). Products subject to licensing shall be specified in Licensor's Pricing Plans as combinations of program options and/or functionalities of the Platform (hereinafter, the "**Product Components**"). Products are subject to copyright. Proprietary copyrights belong to Omni Sp. z o. o. (LLC).

The Products **are not intended for**:

- 1.1.1. advertising and (or) accessing advertising information via the Internet;
 - 1.1.2. offering goods (works, services) or property rights for purchase (sale) via the Internet;
 - 1.1.3. searching for information on potential buyers (sellers), and (or) transacting;
 - 1.1.4. using any payment information (including but not limited to the use of a QR code, a link for bank card payment via merchant acquiring, or a personal code for payment operation confirmation) that can be used to pay and (or) transfer funds in mobile applications and terminals of banks, as well as to withdraw funds from ATMs.
- 1.2. *License* shall mean the right to use the Product according to its functional purpose limited by the right to reproduce, launch, and apply the Product within the qualitative and quantitative parameters of use applied to the Product or a certain Product Component as established herein including the Mandatory Documents and the Order formed.
- 1.3. *Term* shall mean the authorized period of Product use according to the terms and conditions of the License.
- 1.4. *Territory* shall mean the authorized territory of Product use that includes the following countries: whole world.
- 1.5. *Order* shall mean a Licensee's order for the rights to use the Products that is placed by the Licensee, formed in invoices issued by the Licensor, and approved by the Parties as prescribed hereby.
- 1.6. *User* shall mean a person who actually uses the functionalities of the Products on behalf of the Licensee during their use under the License. The License may specify the maximum number of Users, including those in certain roles (supervisor, operator) who are allowed to simultaneously use any Product functionality.

- 1.7. *Website* shall mean any automated information system accessible via the Internet at the following network addresses (including subdomains): omniomni.io.
- 1.8. *Platform* shall mean a hardware-software system on the basis of the Nova.Chats computer program, that is intended for Licensee interaction with third parties by exchanging electronic messages, including the use of Communication Services, and that comprises the Website, mobile and desktop applications, API, widgets, and other computer programs and (or) databases implementing the functionalities of the Platform. The Platform is not intended for advertising and (or) accessing advertising information via the Internet, offering goods (works, services) or property rights for purchase (sale) via the Internet, searching for information on potential buyers (sellers), and (or) transacting.
- 1.9. *Communication Services* shall mean external (belonging to and managed by third parties) instant messaging services and (or) software such as WhatsApp Business API, Telegram, Viber, Facebook, VKontakte, Skype, Odnoklassniki, Yandex, WeChat, Online chat, and the like that interact with the Platform.
- 1.10. *Account* shall mean a profile on the Platform accessible to the Licensee upon registration and (or) authorization on the Platform. The Account is intended to store Licensee's personal information, place Orders for the rights to use the Products, obtain access to the Products, use other Platform's functionalities, and receive notifications.
- 1.11. *Business Account* shall mean information on funds credited by the Licensee and debited as remuneration for the rights to use the Products. The Licensee shall access the Business Account using its Account.
- 1.12. *Confidential Information* shall mean any technical, commercial, financial, analytical, operational, or other information or data in any form that have actual or potential commercial value due to their unavailability to third parties, that cannot be freely accessed on a legal basis, and that are adequately protected. The Confidential Information shall include but not be limited to information security and identification facilities; statistical information; information on customers, products, and services; research results, computer programs and databases; legal and technical documentation; business plans; documents; information memoranda; designs; originals and copies of any contracts and agreements; assessments; analysis methods; reports; studies; and other documents in any form, including electronic one, that contain or in any way reflect the said Confidential Information. For the purpose of definition interpretation, any written and oral information provided by the Parties to one another hereunder will be deemed confidential unless the providing Party specifies otherwise.
 - 1.12.1. The Confidential Information shall not include information that (a) has become known or available to the public without breach of any confidentiality duty or (b) has become known or available to the Parties from other source without breach of any confidentiality duty.
- 1.13. *Electronic Message* shall mean a text message up to 2,000 characters sent using one of the Communication Services. A picture and a geolocation can also act as an independent message or its part.
- 1.14. *Addressee/Subscriber* shall mean the direct recipient of the Electronic Message.
- 1.15. *Licensor* shall mean Chat2Desk Poland Limited Liability Company located at Hoża str., bld 86, room 210, Warszawa 00-682, Poland. Reg. No. 38934688900000.

- 1.16. *Licensee* shall mean an individual or a legal entity that has contacted the Licensor to purchase the rights for Products use.
- 1.17. *Parties* shall mean the Licensor and the Licensee together.
- 1.18. *Agreement* shall mean a license agreement under that the Licensor provides the Licensee with the rights to use the Software under the terms of an open (non-exclusive) license, whereas the Licensee undertakes to accept the rights granted, exercise them to the extent established, and pay a license fee to the Licensor. The terms and conditions of the Agreement shall be determined herein.
- 1.19. *Offer* shall mean public offering to sign the Agreement addressed by the Licensor to general public, that determines the conditions hereunder that shall be fulfilled to access the materials and services provided by the Platform.

2. SUBJECT MATTER OF THE AGREEMENT AND GENERAL PROVISIONS

- 2.1. The Licensor undertakes to provide the Licensee with the rights to use the Products in return for remuneration under the terms of an open (non-exclusive) license, whereas the Licensee undertakes to pay a license fee and observe the established limits of Products use.
- 2.2. Products names, License parameters, licensee fee amount, and other terms of Licensee granting shall be agreed upon by the Parties in respective Orders hereto that shall form an integral part hereof upon agreement under the procedure stipulated hereby.
- 2.3. All invoices, certificates, electronic forms, and other documents reflecting the Order content that are signed, paid, accepted, or sent by the Parties during the validity period hereof shall be deemed executed and enforceable according hereto.
- 2.4. For the avoidance of doubt, the existence, and content of the Order agreed upon by the Parties hereunder are confirmed when the Licensee pays the price under the Licensor's invoice or uses the Products according to the Pricing Plans, unless there is a document reflecting the Order content signed by both Parties.
- 2.5. The Licensee's unconditional acceptance of and compliance with the following requirements and provisions applicable to the relationship between the Parties and defined by the documents below (Mandatory Documents) shall be a prerequisite for signing and fulfilment hereof:
 - 2.5.1. *Confidentiality Policy* posted and (or) available on the Internet at omniomni.io/tpl/docs/privacy-notice-omniomni.pdf, that contains rules for provision and use of personal information of Platform users including personal data.
 - 2.5.2. *Pricing Plans* valid as of the date of signing hereof, posted and (or) available on the Internet at **XXX**, and applied by the Licensor to calculate the license fee as of the Order date, that contain information on possible qualitative and quantitative parameters of the Licenses, the scope of warranty obligations, the amount of the license fee, and other terms and conditions under that the right to use the Products shall be granted.
 - 2.5.3. *Service Level Agreement (SLA)* posted and (or) available on the Internet at **XXX**, that contains Licensor's warranties as to Product serviceability, the terms and conditions of warranty provision, and the terms and conditions of the warranty including compensations to be provided by the Licensor.

- 2.5.4. *Documentation* posted and (or) available on the Platform, that describes the logic of the Products along with the technical requirements, conditions, and instructions for Products use, and Products news available at omniomni.io/tpl/docs/admin-instruction-en.pdf, omniomni.io/tpl/docs/manual-operator-en.pdf.
- 2.6. The Mandatory Documents specified in par. 2.5 hereof shall form an integral part hereof.

3. ACCEPTANCE TERMS AND PROCEDURE

- 3.1. The Licensee shall confirm that they have familiarized themselves with and fully understood the terms and conditions hereof prior to accepting as specified in par. 3.2. hereof.
- 3.2. The Licensee shall accept the terms and conditions hereof by either registration on the Website or paying under the invoice issued by the Licensor for the Licenses, whichever is earlier. The Agreement shall be deemed signed by and between the Parties if the Licensee uses the Products.
- 3.3. The Parties may sign the Agreement in writing at the request of the Licensee and at acceptance of the terms and conditions hereof.
- 3.4. In case the actions specified in par. 3.2 hereof are carried out by a third party for the benefit of the Licensee, the Parties shall assume that such a third party has unconditional authority and acts with the knowledge and consent of the Licensee. Under no circumstances shall the Licensor be liable for actions (omissions) of third parties acting for the benefit of the Licensee and for consequences of such actions (omissions) for the Licensee.

4. LICENSING TERMS AND CONDITIONS

- 4.1. Reproduction of the Products.
 - 4.1.1. The client side of the Products may be reproduced on the computers of the Licensee and third parties solely to exercise the rights as per par. 4.2 hereof within the limits established by the terms and conditions of the License (Pricing Plan).
 - 4.1.2. It is prohibited to reproduce the Products by separate parts, make any changes or amendments when reproducing the Products, or in any other way disturb the form of the Products established by the Licensor.
- 4.2. Use of the Products.
 - 4.2.1. The Licensee shall purchase the right to use the Products according to their functional purpose as per the Documentation as limited by the right to launch and apply the client side of the Products on the computers of the Licensee or third parties and to use the server side of the Products by remote access within the limits established by the terms and conditions of the License (Pricing Plan).
 - 4.2.2. Subject to the use of the Products according to their functional purpose and in the cases specified in the Documentation, the Licensee shall be entitled to provide third parties with access to certain functionalities of the Products for the benefit of the Licensee and to publicly display visual images generated by the Products.
 - 4.2.3. It is prohibited to use the Products in breach of the terms and conditions of the Licenses. In particular, it is forbidden to exceed the maximum allowable number of Users by any artificial means.

- 4.2.4. It is forbidden to use the Products by any means and in any purposes except for the intended ones.
- 4.3. The Mandatory Documents may provide for special conditions of use for certain Products.
- 4.4. The right to use the Products granted hereunder cannot be sublicensed or otherwise assigned without the preliminary written consent of the Licensor.
- 4.5. The rights specified in this Section shall be granted solely to be exercised within the Territory and Term as per the scope as well as terms and conditions stipulated hereby and by the Licenses for respective Products granted according hereto.
- 4.6. Any rights that are not specifically and explicitly granted by the Licensor hereunder and (or) under the License for a certain Product shall not be deemed granted.
- 4.7. For the avoidance of doubt, it is strictly prohibited for the Licensee to:
 - 4.7.1. modify, customize, or change the Products and (or) their components by any means not stipulated by the Documentation;
 - 4.7.2. reverse engineer (the system code); emulate, change, or create derivatives based on the Products; reverse compile, reverse assemble, or reverse engineer the system code; or decrypt and carry out other actions on the Products to obtain information on the algorithms they use;
 - 4.7.3. use the Products in breach of the terms and conditions of the Licenses purchased, this including copying, providing, disclosing, or otherwise making the Products available to third parties in any way other than within the limits of Products use hereunder;
 - 4.7.4. delete or hide the copyright notice and other notices of rights, including those of third parties in the Products provided by the Licensor or documentation thereto.
- 4.8. The Licensor reserves the right to apply any means to monitor the scopes and quantitative parameters of Products use according to the terms and conditions of the License granted.
- 4.9. Any copy of the Products including all components thereof on any physical medium executed and (or) applied in breach of the terms and conditions hereof shall be destroyed immediately. Any possession of such a copy of the Products shall be deemed non-legitimate, and the permit to use it shall be deemed void.
- 4.10. The Licensee shall not provide any reports on Products use to the Licensor.
- 4.11. During the License validity period, the Licensee shall be entitled to extend the rights to use the Products and the License validity period and to obtain the rights for Product Components use. Such modifications shall form a ground for increasing the License Fee. The additional rights granted to the Licensee to use the Products, the extended (prolonged) License term, and the rights granted to the Licensee to use Product Components shall be reflected in a Reporting Certificate drawn up as per Clause 6.4. hereof. In case the rights to use the Products are extended by involving more operators or purchasing the rights to use Product Components, the validity period of the License provided for additional operators and (or) Product Components shall not exceed the validity period of the existing (initial) License used by the Licensee or be smaller than the remaining validity period of the said License (the validity period of the License for additional operators and (or) an additional Product Component shall be counted from the date of payment

(unless the Parties have agreed otherwise) to the date of termination of the existing (initial) License). In case the rights to use the Products are extended by transferring from one License type to another, the right to use the initial License shall be cancelled. The validity period of another License type shall not be smaller than the one of the initial License transferred from. The first date of the new License shall be established as the last date of the initial License. The Licensee shall use only one License type at a time.

5. LICENSE FEE

- 5.1. In order to exercise the rights to use the Products granted hereunder, the Licensee shall pay the License Fee to the Licensor in the amount and according to the procedure determined as per the applicable Pricing Plans.
- 5.2. Unless any other payment procedure is established in the Order, including the Pricing Plan, the Licensee shall pay the License Fee as an advance payment to be credited to the Business Account and debited according to the terms and conditions of the Pricing Plan and the Licensor's internal accounting system for Orders accepted and executed.
- 5.3. Any payments hereunder shall be made by cashless transfer to the Licensor's settlement account or using the payment services specified on the Platform.
- 5.4. If the Licensee does not use the Products due to reasons beyond Licensor's control (the Licensee does not need the Products, or it is impossible to use the Products due to technical issues with equipment and communication services on the part of the Licensee), at an early termination hereof initiated by the Licensee, or in case this Agreement is terminated due to its breach by the Licensee, including breach of the Mandatory Documents, the License Fee paid is not subject to return.
- 5.5. The payment order shall be issued by the Licensee and shall contain the number of the Licensee's account and the link to the invoice issued or the terms and conditions of the License purchased corresponding to the payment amount (software product, period, number of operators, integration with information resources, etc.). Should the said data be missing, the Licensor shall be entitled to not credit the funds and to suspend the License until the Licensee provides an official explanation (a Letter on the organization's letterhead for a legal entity or an Application as per the form for an individual). If any third party pays on behalf of the Licensee, the Licensor shall be entitled to suspend fund crediting and request the Licensee to confirm the third party's authority.

6. RIGHTS AND PRODUCTS PROVISION PROCEDURE

- 6.1. Orders hereunder may be agreed upon by the Parties in writing by means of Licensee's actions using the Platform software to select License parameters (Pricing Plan) and other actions required by the Licensee to place an Order and by the Licensor to accept such an Order by means of delivering the Order for payment via a payment system or issuing a Licensor's invoice for Order payment. In this case, the Order shall be deemed approved upon payment.
- 6.2. The Products shall be provided to the Licensee via the Internet by means of granting access to the Products in the Account (registration on the Platform is required) not later than in two (2) business days after the License Fee has been paid, unless any other term is established in the Order. If the Licensee is not registered on the Platform, the Licensor shall register a profile on the Platform on behalf of the Licensee and provide the Licensee with the Account login data via e-mail within the established term.

- 6.3. In case access to the Product ordered is not granted and (or) substantial flaws are revealed in the Product making it impossible to use the Product according to the warranties provided hereunder, the Licensee shall be entitled to request a repeated provision within two (2) calendar days after the date when the Products should have been provided under the Order. Otherwise, the Product and the related License shall be deemed provided by the Licensor and accepted by the Licensee in full compliance with the requirements hereof.
- 6.4. A Reporting Certificate (hereinafter, "Reporting Certificate") shall be issued with respect to the rights granted to use the Products and the amount of the License Fee. In case the sum of the payable License Fee shall be determined for a reporting period depending on the actual scope of Products use during such a reporting period, the Reporting Certificate shall be drawn up not later than in five (5) days upon the reporting period end.
- 6.5. The Reporting Certificate shall be executed in hard copy and (or) as an electronic document signed with an electronic signature.
- 6.6. The Reporting Certificate in electronic form (the electronic image (scanned copy) of the Reporting Certificate in hard copy or the Reporting Certificate as an electronic document) shall be made available in the Licensee's Account and sent to the Licensee's e-mail address specified at the registration on the Platform within five (5) days upon drawing up. In case the Parties engage an electronic document management operator, the Reporting Certificate as an electronic document shall be sent to the Licensee via such an operator.
- 6.7. The Parties shall acknowledge and unconditionally agree that the information on the rights to use the Products granted and the information on the actual use of the Products (if required) shall be specified in the Reporting Certificate based on the data of the Platform's internal accounting system.
- 6.8. The Licensor's Reporting Certificate shall be a primary accounting document sufficient to confirm the provision of the rights to use the Products and the amount of the respective License Fee.
- 6.9. In case the Licensee does not provide any written objections to the Licensor within five (5) business days upon the receipt of the Reporting Certificate, the rights to use the Products specified in the said Reporting Certificate shall be deemed duly granted and accepted by the Licensee without comments from the date of the Reporting Certificate.
- 6.10. At the request and expense of the Licensee, the Reporting Certificate and the invoice for payment in hard copy (or hard copies of the electronic documents) may be issued and sent to the address specified by the Licensee.

7. LIMITED WARRANTY

- 7.1. The Licensor confirms and guarantees that the Licensor has the rights to use the Products to the extent required for proper fulfilment of its obligations hereunder.
- 7.2. During the entire validity period of the License, the Licensor shall guarantee technical support of the Products according to the procedure as well as terms and conditions determined by the Licensor at its discretion. The Licensor will put all necessary efforts to eliminate flaws revealed in the Products in a short time, but cannot guarantee that all errors in the Products can be eliminated.

- 7.3. In some cases, the Licensor may provide warranties on Products serviceability according to the Service Level Agreement (SLA) that describes the terms and conditions of such a warranty including compensations to be provided by the Licensor.
- 7.4. Since the Products are being changed and updated continuously, the form, appearance (interface), and nature of the Products and (or) their functionalities may change from time to time without a preliminary notification sent to the Licensee. The Licensor shall not notify the Licensee on all changes in the Products.
- 7.5. Unless this Agreement explicitly states otherwise, the Products shall be provided on an "as is" and "as available" basis. The Licensor shall not provide any additional express or implied warranties on the Products or any other materials or services provided hereunder. The Licensor shall expressly disclaim any warranties as well as terms and conditions that are expressed, implied, or statutory with respect to the Products, including but not limited to warranties or terms and conditions with respect to Product merchantability and suitability for certain purposes to the full extent allowable under the applicable legislation.
- 7.6. The Licensor cannot guarantee that each Product is going to meet all requirements of the Licensee not stipulated hereby, that the Product is going to function in any combination selected for use but different from the one recommended by the Licensor or together with various products of third parties, that each Product is going to function smoothly, that there are no errors or vulnerabilities in the Products, or that all Product errors and vulnerabilities are going to be timely corrected or eliminated.

8. LIABILITY

- 8.1. The Licensor shall not be liable for any losses of the Licensee or any third party due to the use of the Products including but not limited to loss of revenue, income, data, or possibility to use data or devices even if the Licensor was warned about such potential losses.
- 8.2. The Licensee shall acknowledge and agree that no software can be fully protected against unlawful acts of third parties (hacking of databases, profiles, etc.) despite the measures taken by the Licensor and that the Licensor shall not be liable for any losses of the Licensee or third parties caused by such acts.
- 8.3. The Licensor shall not be liable for the methods, purposes, and possible results of Products use by the Licensee.
- 8.4. In any case, the liability of the Licensor hereunder may not exceed the amount of the License Fee paid by the Licensee to the Licensor with respect to the provision of the License for the Product that is connected with the event entailing the liability.
- 8.5. The Licensor is not connected with the right holders of the Communication Services in any way and shall not be liable for any aspects of their use, including but not limited to their serviceability as well as the terms and conditions of their use or any change of such terms and conditions.
- 8.6. The Licensee shall be solely and fully liable for actions carried out with the use of the Products including the content of messages, compliance with the requirements of the applicable legislation, and observance of the rights of third parties when messaging. The said includes use of any payment information of the Licensee or the User specified in paragraph 1.1.4. hereof. Should the use of the Products by the Licensee cause complaints, claims, and (or) indemnification (reimbursement) orders against the Licensor

from third parties and (or) state authorities or should an administrative offense case be initiated, the Licensee shall provide the Licensor with the entire information requested with respect to the matter in issue immediately at the request of the Licensor and assist the Licensor in settling such complaints, as well as reimburse for all losses (including legal and fine expenses) incurred by the Licensor as a result of such complaints, claims, or orders brought, considered, and executed, as well as due to administrative liability in connection with breach of the rights of third parties and (or) the applicable legislation by the Licensee when using the Products.

9. FORCE MAJEURE

- 9.1. **DEFINITION.** *Force Majeure* shall mean an event or a circumstance (hereinafter, the "Force Majeure Event") that prevents or impedes a Party from performing one or more of its contractual obligations hereunder if and to the extent that the Party affected by the impediment proves that:
- a) such an impediment is beyond its reasonable control;
 - b) it could not have been reasonably foreseen at the time of the conclusion or execution of the Agreement; and
 - c) the impediment consequences could not have been reasonably avoided or overcome by the Party.
- 9.2. **NON-FULLFILMENT BY THIRD PARTIES.** In case a Party hereto fails to fulfil one or more of its contractual obligations through a default by a third party engaged to perform the whole Agreement or its part, the Party shall be entitled to invoke Force Majeure only to the extent that the requirements of par. 9.1. hereof cover both the Party hereto and the third party.
- 9.3. **PRESUMED FORCE MAJEURE EVENTS.** If there is no evidence to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) of par. 9.1. hereof, and the Affected Party shall prove that condition (c) of par. 9.1. is satisfied:
- a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilization;
 - b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage, or piracy;
 - c) currency and trade restrictions, embargo, or sanctions;
 - d) act of power whether lawful or unlawful, compliance with any law or state order, expropriation, seizure, requisition, or nationalization;
 - e) epizooty, epidemic, natural disaster, or extreme natural event;
 - f) explosion, fire, destruction of equipment, or prolonged failure of transport, telecommunication, information system, or energy resources;
 - g) general violations of employment relationships such as boycott, strike, lockout, go-slow, and occupation of factories and rooms.
- 9.4. **NOTIFICATION.** The Affected Party shall immediately notify another Party on the event.
- 9.5. **FORCE MAJEURE CONSEQUENCES.** A Party successfully invoking this paragraph (Section 9. FORCE MAJEURE) shall be relieved from its duty to fulfil its obligations hereunder as well as any liability for losses or any other contractual remedy for breach hereof upon

the moment the impediment made it impossible to fulfil subject to an immediate notification. If there is no immediate notification, the relief shall be effective upon the moment the notification is received by another Party. Another Party shall be entitled to suspend the fulfilment of its obligations upon the date of the notification, if applicable.

- 9.6. **TEMPORARY IMPEDIMENT.** Should the effect of the impediment or event invoked be temporary, the consequences described in par. 9.5 shall only apply if the impediment prevents the Affected Party from fulfilling its contractual obligations. The Affected Party shall notify another Party as soon as the impediment ceases to prevent it from fulfilling its contractual obligations.
- 9.7. **DUTY TO MITIGATE.** The Affected Party shall take all reasonable measures to limit the effect of the event invoked on the performance hereof.
- 9.8. **TERMINATION OF THE AGREEMENT.** Should the duration of the impediment invoked substantially deprive the contracting Parties of what they were entitled to hereunder, either Party may terminate the Agreement, notifying another Party within a reasonable period of time. Unless otherwise agreed upon, the Parties shall expressly agree that the Agreement may be terminated by either Party if the impediment persists for more than 90 days.
- 9.9. **UNJUST ENRICHMENT.** Where par. 9.8. hereof applies and where either Party hereto has benefited through any actions of another Party when performing this Agreement before the termination hereof, the benefiting Party shall pay a sum of money equivalent to the value of such benefit to another Party.

10. CONFIDENTIALITY

- 10.1. Each of the Parties undertakes not to disclose and (or) transfer the Confidential Information of another Party to any third parties during the entire validity period hereof and afterwards save for the cases specified herein and prescribed by the applicable legislation of the Russian Federation or specifically agreed upon in writing by the Parties, and not to use such information for any purposes contradicting to the ones hereof.
- 10.2. Each of the Parties shall take the same strict precautions to protect the Confidential Information as it would reasonably apply to protect its own confidential information.
- 10.3. The Confidential Information may only be disclosed to those employees of a Party who need it for their official duties. A Party may not copy, duplicate, record, or otherwise reproduce the Confidential Information of another Party without the preliminary consent of the latter.
- 10.4. This Agreement shall not be deemed breached if the Confidential Information is disclosed at a written request of any public authority, other state agency, or any local authority made within their competence in order to perform their functions. Such a disclosure shall be mandatory for the Party. The disclosing Party shall promptly notify another Party on the request received.
- 10.5. The Licensee is prohibited to transfer the results of comparison with other products or any other study of Product's properties to third parties without the preliminary written consent of the Licensor. The Licensor shall be entitled to refuse without giving any reasons.

- 10.6. The provisions hereof shall be deemed the Confidential Information and may not be disclosed to third parties unless required by business needs for legal, accounting, and other professional advisors.

11. PROCESSING OF PERSONAL DATA

- 11.1. The functionalities of the Products allow the Licensee to collect, store, and process information on individuals and legal entities, including personal data.
- 11.2. Pursuant to the use of the Products provided hereunder, the Licensee shall assign the Licensor to process the information on third parties, including personal data, uploaded by the Licensee in a scope determined by the Licensor itself taking into account the functionalities of the Products. The authorized actions (operations) on personal data shall include collection, recording, storage, accumulation, systematization, keeping current (updating, change), extraction, use, transfer (provision, access) to third parties including cross-border transfer to other states, anonymization, blocking, deletion, and destruction according to the rules for using available functionalities of the Products.
- 11.3. The personal data specified in this Section shall be processed by the Licensor at the request of the Licensee pursuant to and in the scope of the use of Platform's functionalities by the Licensee.
- 11.4. The Licensee shall guarantee it to the Licensor that it has obtained the relevant consent of an individual to process their personal data and transfer the said data to third parties or that the Licensee shall not obtain such a consent according to the applicable legislation.
- 11.5. The Licensee undertakes to respect the confidentiality of personal data it processes and to ensure their security.

12. GOVERNING LAW AND DISPUTE RESOLUTION

- 12.1. This Agreement, signing and performance hereof, and other relations between the Parties hereunder or in connection herewith shall be regulated by the applicable legislation of the Russian Federation. Any issues not regulated or partially regulated hereby shall be regulated according to the substantive law of the Poland.
- 12.2. Should any disputes arise between the Parties regarding the issues covered herein or in connection herewith, the Parties will make every effort to settle them by negotiations. The pre-court dispute settlement procedure shall be obligatory. A claim shall be reviewed within ten (10) business days after it has been received by the Party.
- 12.3. In case the said disputes cannot be settled by negotiations, all disputes, differences, or claims arising out of or in connection with this Agreement, including those relating to its signing, interpretation, performance, breach, termination, or invalidity, shall be settled by the arbitration court at the location of the Licensor according to the procedural law of the Republic of Poland.

13. VALIDITY PERIOD, AMENDMENT, AND TERMINATION OF THE AGREEMENT

- 13.1. This Agreement shall be enacted on the date specified in the preamble and shall be valid until terminated. The validity period of the rights to use the Products provided under the Orders shall be determined by the terms and conditions of the License.

- 13.2. The Parties may amend this Agreement by signing an addendum and amend License parameters by issuing an Order for a new substituting License or an additional License.
- 13.3. This Agreement may be terminated:
 - 13.3.1. At any time upon agreement of the Parties.
 - 13.3.2. At the initiative of the Licensee notifying the Licensor in writing on the refusal to perform the Agreement not later than thirty (30) calendar days in advance. In this case, the sum of the License Fee paid for the Licenses and Products duly provided is not subject to return.
 - 13.3.3. At the initiative of the Licensor due to a material breach hereof, including the Mandatory Documents, by the Licensee notifying the Licensee in writing on the refuse to perform the Agreement not later than one (1) calendar day in advance. In this case the License Fee paid is not subject to return and its part corresponding to the remaining part of the validity period of the License provided hereunder shall be withheld as a fine for the breach.
 - 13.3.4. At the initiative of the Licensor without any breach by the Licensee notifying the Licensee thirty (30) calendar days prior to the planned termination hereof. In this case, the Licensor shall return the sum of the License Fee paid by the Licensee for the remaining validity period of the License provided hereunder.
 - 13.3.5. On other grounds stipulated hereby or by the applicable legislation.
- 13.4. Should this Agreement be terminated (including early termination), the Licensor shall store the data uploaded by the Licensee and the settings of the Products for thirty (30) calendar days. Then the Licensor shall be entitled to delete the said data and settings.
- 13.5. The provisions hereof that shall remain valid due to their nature or direct instructions will remain valid upon the complete termination hereof.

14. VALIDITY PERIOD AND AMENDMENT OF THE MANDATORY DOCUMENTS

- 14.1. The Mandatory Documents specified herein shall be enacted upon publication on the Platform and remain valid until withdrawn.
- 14.2. The Mandatory Documents may be amended and (or) withdrawn by the Licensor at its discretion at any time. The Licensor shall notify the Licensee on any amendment or withdrawal of the Mandatory Documents by either posting the corresponding information on the Licensor's Website or sending the respective notification in the Account or to the e-mail or postal address specified by the Licensee when signing this Agreement or during the performance hereof.
- 14.3. If the Mandatory Documents are withdrawn or amended, the amendments shall be enacted upon notification to the Licensee unless another enactment date is specified herein, in the Mandatory Documents, or additionally when notifying.
- 14.4. The rights to use the Products hereunder shall be granted taking into account the revisions of the Mandatory Documents valid as of Order approval in due manner.

15. NOTE ON THIRD PARTIES

- 15.1. Software Licenses (the Communication Services of third parties and Product Components use or include software (Communication Services)) of third parties and other copyrighted materials. The recognition of the rights of third parties, the licensing terms and

conditions, and the disclaimer of warranties regarding such materials are given in electronic documentation to the Product. The use of such materials by the Licensee and (or) the User shall be regulated by the corresponding above-mentioned terms and provisions hereof, as well as copyright.

16. ACCOUNT DEACTIVATION

- 16.1. If the Account is deactivated, the Licensor shall return the funds remaining on the Licensee's business account as of the deactivation within five (5) business days after the Account has been deactivated, and the Reporting Certificate has been drawn up.

17. FINAL PROVISIONS

- 17.1. Any amendments hereof and additions hereto shall be effective only if executed in writing and signed by both Parties save for the cases explicitly specified herein.
- 17.2. Any notifications, requests, requirements, and other correspondence hereunder shall be executed in writing and delivered in person or by courier or sent by post or e-mail to the addresses specified herein (or other addresses that may be later provided by the Party in writing). Moreover, the Parties have agreed that it is possible to exchange Appendices, Addenda, Reporting Certificates, and invoices, as well as messages and notifications in the form of electronic documents hereunder using any communication channels and software applications including fax, e-mail services, and Licensor's information system (Platform) according to the terms and conditions of the Electronic Document Management Agreement.
- 17.3. The rights and obligations hereunder may not be transferred or assigned by the Licensee, including through succession, without the written consent of the Licensor. The Licensor shall be entitled to assign or transfer the rights hereunder to its affiliates without any consent of the Licensee. Any assignment or transfer of rights violating the terms and conditions of this Clause shall be deemed void.
- 17.4. The Licensee hereby gives the Licensor its consent to publication (posting or disclosure regardless of the expression form) of information on the Licensee as a Licensor's customer and Products user and to placement of the Licensee's logo in Licensor's marketing materials including the Website. The Licensor undertakes to post information on the Licensee including its logo according to the respective rules and conditions if provided.
- 17.5. This Agreement contains all substantial and necessary conditions to reach an agreement and shall substitute any written and oral preliminary arrangements, agreements, and deals between the Parties with respect to the subject matter hereof. The Parties do not have any related oral agreements. The content hereof fully complies with the true will of the Parties.
- 17.6. Should any conditions, provisions, or clauses hereof or applications thereof be deemed illegal or void, other conditions, provisions, or clauses hereof shall remain effective and not affected by the conditions, provisions, or clauses hereof deemed illegal or void.
- 17.7. Unless this Agreement explicitly specifies otherwise, any references to the Agreement shall be deemed references hereto and to all Appendices constituting an integral part hereof; any references to clauses and sections shall be deemed references to the clauses and sections hereof; any terms given in days shall be deemed terms in calendar days.

- 17.8. Any appendices, addenda, and Reporting Certificates hereto shall constitute components and integral parts hereof.
- 17.9. The Parties acknowledge the validity and legal force of document copies executed in the form of electronic images (scans) and received from one another via e-mail or other electronic information systems.
- 17.10. This Agreement shall enter into force as of publication on the Website and shall be valid for an indefinite period of time. Licensee can review the most current version of the Agreement at any time at this page.
- 17.11. The Licensor reserves the right, at our sole discretion, to update, change or replace any part of this Agreement by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our Website or the Products following the posting of any changes to this Agreement constitutes acceptance of those changes.