



The present Offer (hereinafter referred to as the “Offer”) shall determine the procedure for granting the temporary access permission to the international network of Users of the “UDS App” Application (hereinafter referred to as the “Application”), as well as the mutual rights, obligations and relationships between the Administration of the Moderator of the Application (Licensor) on the one hand and the Client (Licensee), on the other hand.

**Terms and definitions:**

**Application** is UDS App multi-component software, as described in clause 2 of this Offer.

**Website** is an Internet resource [www.uds.app](http://www.uds.app).

**Administration of the Moderator of the Application (Licensor)** is GLOBAL INTELLECT SERVICE FZC, Trade License No. 9478, address: Ajman Free Zone Authority (UAE). It is a company that has exclusive rights to the Application, including, but not limited to, intellectual property rights. The Licensor owns all the exclusive property rights to software known at the time of conclusion of this Agreement, including the right to dispose of the software, use it in any form and by any means. The Licensor has the right to change the Application by modifying, upgrading, converting, etc.

**Client (Licensee)** is a legal entity or an individual entrepreneur activating a non-exclusive right to a License.

**User** is an individual using the Application on a free-of-charge basis to participate in Clients’ sales promotions and (or) earn points for recommendations.

**License** is a non-exclusive user right to use the Application which provides the Client with access to the international network of Users, provided that the Client pays the regular license payments and Subscription fee.

There are the following options: Smart, Smart+, Start and Lite. It includes the Application panel, the Cashier application, and the application for the administrator of the establishment (company).

**License payment** is the cost for the use of the non-exclusive right to use the License.

**Subscription fee** is a recurrent payment performed by the Client for the License.

**License activation** is a payment of the Subscription fee.

**Cashier** is (are) employee(s) of the Client who perform primary account of Users for each particular establishment (company) of the Client by: scanning the QR-code, entering a six-digit unique numeric code into the Application, the web version of the Application or into the User Accounting system integrated with the Application.

**Bonus points** is a specific interest in the form of points credited to the Application User after purchases of its friends after a recommendation via the Application having registered them in its team using the Application.

**Cashback** is a delayed discount provided to the Application User in the form of a refund of a part of the cost to the account in the Application.

## 1. General provisions

1.1. The Client shall be provided with a non-exclusive right to use the License, for which it shall make license payments and (or) pay the subscription fee according to the tariffs in the amount, terms, in the manner and under the conditions specified in the present Offer.

1.2. The Client shall be aware and accept that the License shall be provided to the Client under such terms that are applicable on the date of acceptance of the present Offer.

The Client shall not be entitled to sublicense the License.

## 2. Name and characteristics of the Application

The UDS App software shall consist of the following:

2.1. The Application is provided to Individual Users on a free-of-charge basis and allows to monitor all offers of companies of Clients, get discounts from the Clients in accordance with clause 5.2 of the present Offer, get points for recommendations and feedback about companies of Clients, receive push notifications from the Companies – depending on the tariff as per Annex 1 of this Offer.

2.2. The functionality of the Application for Clients is as follows: payment history review, user detailed information review, cashiers and managers addition, KPI system for personnel, creation of news posts, creation of a price list (300 items maximum); push notifications of news posts (2 notifications in 7 days), accrual of points, feedback review, service assessment review, addition of information about the company (name, description, working hours, phone numbers, addresses of branches (only in the case of their actual presence in the region), integration with POS, daily sales report, advanced statistics, instant messaging with customers – depending on the tariff as per Annex 1 of this Offer.

Application functionality may vary depending on the selected tariff. Details can be found on the official website [www.uds.app](http://www.uds.app).

2.3. The mobile application for the Cashier shall be provided and shall provide an opportunity to perform transactions.

2.4. The Administrator's application shall provide an opportunity to monitor transactions conducted via the mobile UDS App online.

2.5. To make certain of the quality of the Application, as well as the availability of the declared functionality, it is strongly recommended to familiarize yourself with the demo version of the Application. A login and password of the demo version can be obtained from the partner, or an appropriate request shall be sent to the Licensor to [support@uds.app](mailto:support@uds.app).

By paying for the License, the Client confirms the availability of the declared Application functionality in the proper quality.

### **3. Cost of the Services. Settlement procedure**

3.1. The Client shall pay for the acquisition of a non-exclusive right to use the License at the rates indicated in the Client's personal account.

3.2. All prices are given in conventional units and do not include the amount of any fees and taxes that are valid on the day the Offer is concluded and which may be put into effect during the validity period of the Offer.

A conventional unit is the US dollar (1 conventional unit equals to 1 US dollar) at the exchange rate as is in effect on the date of issuing an invoice.

3.3 If taxes are required according to the legislation of the country where the Client is located, the cost of License shall be increased by the amount of tax so that after the tax withholding the Licensor receives the cost of the License calculated without tax.

The Client, making payments under this Offer directly to the Licensor, shall withhold taxes from the thus increased cost of the License calculated in this way and pay it to the budget of the country where the Client is located.

3.4. Payment shall be made in the currency of the country where the Client is located.

3.5. The basis for conducting payments is information in the personal account of the Client, where the terms and periods of using the License are tracked in accordance with the tariffs.

3.6. The Licensor has the right to change the tariffs specified in Annex 1 of this Offer, or introduce new tariffs, with mandatory notification at least 7 (seven) calendar days before such introduction/change by sending/publishing such information on the official website.

3.7 For purposes of paying the Subscription fee, the month is the period from the date of Activation of the License to the date preceding the same date of the next calendar month (for example, from February 20 to March 19, from December 6 to January 5, etc.). The payment of a subscription fee shall be made by the Client on a monthly basis in advance.

3.8. The Client has the right to deposit funds in an amount not less than necessary for using the services and products provided by the Licensor. At the same time, the Licensor reserves the right to directly debit recurrent payments for a monthly fee.

3.9. If the Client terminates the License within the paid period, the funds shall not be refunded.

3.10. The Client has the right to indicate its bank details in the Personal Account. In this case, the Subscription fee for the next month of using the Application is automatically deducted from the account specified by the Client.

#### **4. Procedure for transfer of non-exclusive rights to the Programs**

4.1. The License is activated after full payment under this Offer.

4.2. When the License is activated, the Client shall be provided with a login and password to access any services of the Application from on PC or mobile device.

4.3. When the License is activated, the Client shall be displayed in the Application and shall be given the opportunity to control the provision and accounting of discounts and sales promotions granted to the users.

4.4. One license shall be granted to the Client for one type of activity. If the Client is engaged in several activities (for example, cinema, bowling), it is necessary to purchase a separate License for each type of activity.

All clients in the Republic of India shall refer to the information in the following document – [Foreigners undertaking](#).

#### **5. Rights and obligations of the Parties**

5.1. The Client shall be entitled:

5.1.1. To use all the services of the Application in accordance with rules placed on the official website of the Licensor.

5.1.2. To independently determine the discounts rate or points assigned as per levels and their quantity.

5.1.3. To place the logo of the Application at the Client's office.

5.2. Obligations of the Client and the procedure for using the Application:

5.2.1. For comprehensive and efficient operation of the Application, the Client shall establish a base discount and Cashback absolutely for all Users of the UDS App. The range and names of products covered by the discount and Cashback shall be established by the Client at its own discretion.

5.2.2. Besides the base discount, the Client shall determine the discount rate from the bill of the first User for three levels of the referral system of the Application. Their amount shall be also determined at the Client's discretion upon activation of the License.

5.2.3. The user upon receipt of the bill shall show a QR code or a six-digit unique numeric code to the employee of the Client. In its turn, the Client's employee shall process the QR-code by the "Cashier" application or enter a six-digit unique numerical code in the same application, its web version or accounting system integrated with the UDS App.

5.2.4. The Client shall not have the right to refuse to validate Users' bills, apply the terms of the offers and provide with the bonus points declared in the Application.

5.2.5. The Client shall change the terms of offers and events announced in the Application not more frequently than once in 10 calendar days.

5.2.6. The Client hereby understands and accepts that it shall take care of technical capacity for the Application functioning, including the availability of a smartphone for QR code scanning and a PC for the Application to be installed for entering codes and having access to the Internet.

5.2.7. The Client shall independently monitor reports and control its employees.

5.2.8. If the Client refuses to use the Application, it is necessary to immediately inform the support service at [support@uds.app](mailto:support@uds.app) about it.

5.2.9. The Client shall agree not to take any actions or place any data, otherwise not to promote any information, and not to place links to materials directly or indirectly violating anyone's copyright and/or neighbouring rights, encroaching on someone else's intellectual property; materials of erotic, sexual and pornographic nature; materials that foment national, racial or religious hatred and enmity, propagandizing or agitating to violence, extremism, terrorism, genocide, suicide and other life and/or health-threatening activities; materials that offend any social groups, individuals or companies; materials of shocking nature, as well as violating universal moral and ethic principles; other materials that are prohibited or contradict the current legislation and standards of international law, and the Client shall not take any actions that lead or may lead to malfunction of the Application and its services.

5.2.10. The use of materials of the Application without the consent of the right holders shall not be allowed.

5.2.11. The Client shall have no right to transfer, sell, grant, sublicense, grant the right of use, or otherwise alienate the License to another person. The license is intended solely for the limited use of the Application by the Client.

5.2.12. For violation of clause 5.2.11., or other terms of the present Offer the Client shall pay monetary compensation to the Agent in the amount of the double cost of the License under the chosen tariff.

5.2.13. The Client shall be prohibited to promote and post any materials related to the following activities in the Application: business trainings, seminars on business promotion; activities of a sexual nature (including sex shops, intimate trainings, courses, seminars, any forms of prostitution and pornography, massage parlours with elements of intimacy, hiding under the form of relaxation, striptease, etc.); religious activities (churches, mosques, synagogues, any religious educational institutions, sects, etc.); activities of a ritual nature (manufacture of gravestones, eternity boxes, flower tributes, boxes, crematoria, etc.); activities aimed at selling alcohol and tobacco products; activities of insurance brokers and agents; pawnshop activities; activities on granting and accepting of money loans; investment activities; activities related to esoterics (magicians, chiromancers, astrologers, psychics, fortunetellers, traditional practitioners, etc.); activities related to sale of the UDS product and its analogues, as well as spreading negative information about the App; activities related to multilevel marketing; any activities violating the law. The Licensor shall have the right to refuse to grant the License to an independent partner of a multilevel marketing company, as well as to companies operating on the principle of multi-level marketing, and in other cases when an individual/independent partner does not actually represent the company but is engaged in sales of products and in provision of discounts and bonuses on behalf of the company not being the same.

5.2.14. When registering a company that operates as an online store, the Client shall be obliged to integrate it with the UDS system. The Client shall also understand and accept that the online store is a website selling the products via the Internet. It shall allow its Users to place an order, select the payment and delivery method and pay for the order online in the browser or via the mobile app. In this case, the sale of goods shall be carried out remotely.

5.2.15. The Client shall not mislead users of the UDS App by false offers, discounts and by specifying a non-existing branch of the Client's company.

### 5.3. Rights of the Licensor:

5.3.1. The Licensor shall have the right to send the information about the development of the Application, new offers, and advertisement to the Client.

5.3.2. The Licensor shall have the right to carry out maintenance works with the temporary limitation of the Application functions both with and without any prior notice to the Clients.

The Parties hereby understand and accept that the Licensor shall automatically send updates for the comprehensive operation of the Application, and the Client shall timely install them.

5.3.3. The Licensor shall reserve the right at its own discretion to modify (moderate) or delete any information published by the Client, disable Client's access to the Application in case of violation by the Client of sub-clauses 5.2.9 and 5.2.13 of this Offer, current legislation and standards of international law, as well as in other cases.

5.3.4. The Licensor shall reserve the right to remove the Client from the general list, to terminate the License and to close the Client's account in the UDS App unilaterally, if the Client repeatedly refuses to validate bills of the Users of the UDS App, apply the terms of the offers and provide Users with bonus points stated in the Application. In this case, monetary funds for use of the License shall be not subject to refund

5.3.5. The Licensor shall have the right to suspend the provision of the services if no Subscription fee has been received.

5.3.6. The Licensor shall have the right to refuse to approve the publication of the Client in the general list based on the norms of morality, as well as the general rules for publishing the name, description, and photos of the Client.

5.4. The Licensor shall have the right to refuse to grant a License if the Client does not comply with the format of the Application from the perspective of the Licensor. In order to avoid conflict situations, the Client is recommended to clarify the possibility of granting the License before the Activation by sending a request to

moderator@uds.app with the description of the Client's company. If the Licensor refuses to grant the License paid for by the Client the money shall be refunded to the Client (except for refusal to the Client having the Partner's Account or to the Partner).

5.5. The Licensor shall have the right to amend the amount of the License payments on a unilateral basis but not more frequently than once a year with prior notice of the Client at least 30 calendar days prior to the effect of the amendments by publishing this information on the official website.

5.6. The Licensor's obligations are to ensure the correct operation of the Application and provision of technical support, if necessary.

## **6. Miscellaneous**

6.1. The Licensor shall have no access to the Client's accounting and other documents, and shall not monitor the Client's statistics.

6.2. Judicial recognition of any provision of the Offer as invalid or not subject to compulsory execution shall not entail the invalidity of other provisions of the Offer.

6.3. The Client shall understand and accept that the Licensor's liability towards Users is limited by posting the subject and terms of the transaction on the Website on behalf of the Client.

6.4. If the Customer repeatedly violates obligations provided for by the present Offer, the Licensor shall be entitled to block access to the account and terminate the License.

6.5. In addition to this Offer, the relationship between the Client and the Licensor shall involve all special documents governing the provision of certain services of the UDS App and published in the public domain on the Website.

6.6. By acceptance of the Offer, the Client confirms its consent to receive, process and store its personal data in accordance with the Privacy Policy. The receipt, processing, storage and disclosure of the Client's personal data shall be carried out in accordance with the norms of the current legislation and in order to provide the Client with existing and new services of the UDS App.

6.7. The Client understands and accepts that, in certain cases, when the User Personal Data is stored in the Client's device, the Client shall be entirely responsible for keeping this information secure and safe. The Client shall not provide personal data to third parties. The user's personal data is only available when the user has access to the services provided by the UDS App, and cannot exceed eighteen months from the date of the last use.

Herewith, the Client undertakes to independently comply with the legislation of various jurisdictions concerning the receipt, processing, storage and disclosure of the user's personal data received as a result of legal relations arising from the present Offer in accordance with the requirements set forth in Regulation of the European Union 2016/679 adopted on April 27, 2016 (GDPR – General Data Protection Regulation).

## **7. Force Majeure Circumstances**

7.1. The Parties shall not be held liable for non-fulfillment or improper fulfillment of the obligations under this Offer if proper fulfillment is not possible due to force majeure, that is extraordinary circumstances unavoidable under the given conditions, such as: natural disasters, fires, floods, earthquakes, military activities or announcement of the state of emergency, strikes, civil disorders, adoption of regulatory legal acts binding on the Right holder, changes in legislation preventing the fulfillment of the obligations under this Offer and which are beyond the reasonable control of the Parties.

7.2. The Party affected by force majeure shall prove its existence by authentic documents.

## **8. Termination**

8.1. The acceptance of the Offer shall mean the conclusion of the License Agreement between the Client and the Licensor for the period of 1 (one) calendar year from the date of Activation of the License. In the absence of claims of the parties to each other, the License Agreement shall be prolonged until the performance of payment by the Customer.

## **9. Dispute Resolution Procedures**

9.1. Appeals, offers, and claims of individuals and legal entities to the Licensor related to the terms of this Offer and all issues on the operation of the License, violations of the rights and interests of third parties due to use of the Application shall be sent to support@uds.app.

9.2. The Parties shall be aware and agree that all possible disputes and disagreements will be adjudicated in accordance with international law.

### **10. Acceptance Procedure**

10.1. The Activation of the License by the Client shall be considered as the unconditional acceptance of the terms of the Offer (Acceptance).

10.2. This Offer is addressed to legal entities or citizens registered as individual entrepreneurs and it is not applicable to individuals, including individuals engaged in entrepreneurial activities without registration.

Tariffs		
	Lite	Subscription fee is 30 USD per calendar month
Pro	Start	Subscription fee is 100 USD per calendar month
	Smart	One-time payment – 900 USD* Subscription fee is 30 USD per calendar month  *can be paid by installments: 150 USD per calendar month (the first 9 months) Subscription fee is 30 USD per calendar month (starting from the 10 <sup>th</sup> month)

The cost of tariffs is specified considering a referral code (partner's id number) for a 10% discount.