



This Offer (the “Offer”) shall determine the procedure for granting the temporary right of access to the international network of Users of the UDS App Application (hereinafter referred to as the Applications), as well as the mutual rights, duties and relationship 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 the Offer.

Website is Internet resource www.uds.app

Administration of the Moderator of the Application (Licensor) is GLOBAL INTELLECT SERVICE F.Z.C., 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.

Licensor’ Agent or **Agent** is a legal entity acting in the interests of the Licensor on the grounds of a separate contract and being involved in collecting and transferring to the Licensor the license fees of the Clients.

Client or **Licensee** is a legal entity or individual entrepreneur obtaining the License under the Lite program.

User is an Individual using the Application on a free-of-charge basis for the purposes of participation in Clients’ sales promotion and (or) reception of points for recommendations.

Lite License (“License”) is a non-exclusive user right to use the Application which provides the Client with access to the international network of Users. It includes the Application panel, the Cashier application, the application for the administrator of the institution (company).

Activation of the License is successful completion of moderation by the Client.

Cashier is (are) employee (s) of the Client who perform primary account of Users for each particular institution (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.

Discount / Cashback is certain privileges for Users, fixed by the Client of their own choice and providing users with financial benefits in the form of a reduction in the price of goods/services of the Client when confirming the use of the Application.

1. General Provisions

1.1. The Client shall be provided with a License, for which he/she shall pay the Subscription fee in the amount, within the period, in accordance and under the terms specified in the present Offer.

1.2. The Client shall be aware and agree that the Agent acts in the interests of the Licensor.

1.3. The Client shall be aware and agree that the License is granted to the Client on the terms and conditions that are in effect at the time of the acceptance of this Offer. The Client shall have no right to sublicense the License.

2. Name and characteristics of the Application

The software UDS shall consist of the following:

2.1. The application for Individual Users is provided to them free of charge and allows receiving discounts from Clients in accordance with clause 4.2 of the Offer;

2.2. The functionality of the Application for the Lite License for Clients:

Features	Lite
Addition of information about the company (name, description, working hours, telephone numbers)	+
Addition of information about addresses of the branches	1
Automatic accrual of cashback or discount for transactions	+
Payment history review	+
User detailed information review	+
Cashier addition	(max 1 000)
Accrual of welcome points	+
Statistics review	“Transactions” and “Customers” sections only
Integration with POS (Partner API)	+

2.3. The mobile application for the Cashier shall provide an opportunity to make settlements with Users.

2.4. The Administrator’s application shall provide an opportunity to monitor the transactions conducted online through the mobile UDS App Application.

2.5. To ensure the quality of the Application, as well as in the presence of the declared functionality, we highly recommend familiarizing with the demo version of the Application. Login and password of the demo version may be obtained from the relevant partner or send an appropriate request to the Licensor at support@uds.app. By activating the License, the Client confirms the availability of the declared Application functionality in the proper quality.

3. Procedure for transfer of non-exclusive rights to the Programs

3.1. Activation of the license shall occur from the moment of completion of the moderation by the Client’s company. Moderation is the verification by the Licensor of the compliance of the Client and the Client’s products with the terms of this Offer, the applicable legislation, and the Licensor’s policy.

3.2. When activating the License, the Client shall be displayed in the system of issue for the Users in the Application and it shall be given the opportunity to control the provision and accounting of the discounts and sales promotion granted to them.

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

4. License payments. Settlement procedure

4.1. When purchasing a License on the Lite tariff, the Client shall pay a Subscription fee in the amount of 30 (Thirty) USD for each month of using the Application.

4.2. If the Client terminates the License within the paid period, the funds will not be refunded.

4.3. If the Client does not pay the Subscription fee in the manner established by this Offer, the Client’s access to the Application is terminated.

4.4. The Client has no right to alienate the License in any way, including giving, reselling, renting, subrenting, granting the right of both paid and free access.

4.5. The cost of the Subscription fee for the License does not include taxes applicable by the current legislation. If taxes are required according to the legislation of the country where the Client is located, the cost of the Subscription fee for the 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 he/she is located.

4.6. The Subscription fee shall be paid monthly by the Client against invoices issued by the

Licensor or the Agent for the benefit of the Licensor.

4.7. The Client has the right to indicate his/her 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.

4.8. Payment shall be made in the currency of the country where the Client is located. USD is the US dollar (1 USD equals to 1 US dollar) according to the exchange rate as of the date of invoice.

5. Rights and obligations of the Parties

5.1. The Client shall have the right:

5.1.1. To use all the services of the Application in accordance with the rules specified in this Offer.

5.1.2. To determine by itself the discounts rate and other privileges granted for Users.

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

5.1.4. To switch to the License Pro, paying however the fee under the program Smart + or Start.

5.1.4.1. When choosing the program Smart +, the cost of one Pro License shall consist of one-time fee in the amount of Nine hundred dollars (USD900,00) and an annual Subscription fee in the amount of Two hundred dollars (USD200,00) per year. For the purposes of payment of the Subscription fee, the year shall be deemed to be the period from the date of Activation of the License to the date preceding the same date of the next calendar year (for example, from May 25, 2017 to May 24, 2018, from January 1, 2018 to December 31, 2018, etc.). The Client shall have the right to pay the Subscription fee on a monthly basis, while the subscription fee shall amount to Twenty dollars (USD20,00) for each month.

5.1.4.2. When choosing the program Start, the Subscription fee shall be paid in the amount of One hundred dollars (USD100,00) per month. For the purposes of payment of Subscription Fee, the month shall be deemed to be the period from the date of Activation of the full version of the License to the date preceding the same date of the next calendar month (for example, from the 25th of May to the 24th of June, from the 6th of December to 5th of January, etc.). The payment of the Subscription fee shall be made by the Client in the order of monthly prepayment under the invoices issued by the Licensor or the Agent in the interests of the Licensor.

5.1.4.3. The cost of the Pro License shall not include taxes applicable by the current legislation. If under the legislation of the country in which the Client is located, the taxes must be paid for the purchase of the Pro License, the value of the Pro License must be increased by the amount of the tax so that after the Client deducts the tax, the Licensor obtains the value of the Pro License calculated without tax. In case if payment of fees is made directly to the Licensor under this Offer, the Client independently withholds taxes from the calculated increased cost of the License and pays it to the budget of the country in which the Client is located.

5.1.4.4. The payment shall be made in the currency of the country on the territory of which the Client is located. By USD is meant the US dollar (from the equivalent of 1,00 USD equals to 1,00 US dollar) at the exchange rate which is in effect on the date of invoicing.

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

5.2.1. For the full and effective operation of the Application, the Client shall fix a base discount and Cashback absolutely for all Users of the UDS App Application. The name and range of products covered by the discount and Cashback shall be fixed by the Client at its own discretion.

5.2.3. The user, when a bill is delivered to it, shall demonstrate to the employee of the Client a QR code or a six-digit unique numeric code. In turn, the Client's employee shall read the QR-code in 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 application.

5.2.4. The Client shall not be entitled to refuse to the User to validate the checks, to use the terms of the sales promotion and to provide the bonuses declared in the Application.

5.2.5. The Client shall be obliged to change the terms of the sales promotion and events announced in the Application no more than once per 10 calendar days.

5.2.6. The Client hereby understands and admit that he/she must take care of functionality of Application, including the presence of a phone for scanning QR code, PC to install the Application for entering the codes and for Internet connection.

5.2.7. To monitor the reports and control its employees by its own.

5.2.8. In case of a refusal to use the Application, it is necessary to notify immediately about it the support division at: support@uds.app.

5.2.9. The Client shall agree not to take any actions or place any data, otherwise not to promote the information, and not to place reference links to materials directly or indirectly violating anyone's copyright and / or related 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 the generally accepted norms of morality and ethics; other materials that are prohibited or contrary to the current legislation and international law, and the Client shall be obliged not to take any actions that lead or may lead to a disruption of a normal operation of the Application and its services.

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

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

5.2.12. The Client shall be prohibited to promote using the Application and post any materials related to the following activities: 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.); activities that have a religious orientation (churches, mosques, synagogues, any religious educational institutions, sects, etc.); activities of a ritual nature (making of ritual monuments, eternity boxes, flower tributes, boxes, crematoria, etc.); activities exclusively aimed at selling alcohol and tobacco products; activities related to the implementation of construction machines; activity of insurance brokers and agents; activity of pawnshops; activity on granting and accepting of money loans; activities related to investment; activities related to esoterics (magicians, chiromancers, astrologers, spiritual healers, fortunetellers, traditional practitioners, etc.); activities for leasing cottages / houses / apartments; activities for selling the UDS product; activities related to network marketing; services rendered by individuals, without the formation of a legal entity (photographers, make-up artists, stylists, etc.); any activities that provide for violation of the law, and the Licensor shall have the right to refuse to grant the License to an independent partner of a network 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.

5.3. The Licensor's rights shall be the following:

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

5.3.2. The Licensor shall have the right to carry out preventive works with the temporary suspension of the work of the Application, both with notification and without prior notification of the Clients.

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

5.3.3. The Licensor reserve the right, at its own discretion, to modify (moderate) or delete any information published by the Client, in case of violation by the Client of sub-clauses 4.2.9 and 4.2.12 of this Offer, current legislation and norms 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 Application unilaterally, as well as when the Client repeatedly refuses to Users of the UDS App Application in the validation of checks, in the provision of bonuses declared in the Application, in the case of non-using of the Application by the Client, not issuing the sales promotions, and not granting bonuses and privileges to the Users.

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

5.3.6. The Licensor shall have the right to refuse to grant a License in the event that, in his/her opinion, the Client does not comply with the format of the Application, as well as in the other cases. In order to avoid conflict situations, the Client is recommended to clarify the possibility of granting the License before the Activation of the License by sending a request to the address: client@uds.app with the description of the Client's company.

5.3.7. The Licensor shall have the right to make alterations in any terms of the Offer at its own discretion. By accepting the Offer, the Client agrees to comply with all amendments and changes made by the Licensor. The amendments shall come into force after publication on the official website of the company that is the proper notification of all Clients. Continued use by the Client of the License shall mean acceptance of all amendments to the Offer.

5.3.8. If for a period of one month after the date of the Lite license activation none of the Users employs services of the Client's company via the App and equally the Client conducts no transactions for Users via the App, the Licensor reserves the right to block the access to the App for the Client. The month is the period from the date of the License Activation to the date preceding the same date of the next calendar month (for example, from May 25 to June 24, from December 6 to January 5, etc.).

5.3.9. For Clients who activated the Lite License before November 12, 2018, the monthly count specified in subclause 4.3.8., starts from November 12, 2018.

5.4. The Licensor shall be obliged to ensure the proper operation of the Application and, if necessary, to provide technical support for the Application in the manner and on the terms determined by the Client and the Licensor in supplementary agreements.

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 lack of action on the part of the Licensor in case of violation by any of the Clients of the provisions of this Offer shall not deprive the Agent of the right to take later appropriate actions in defense of its interests and protection of copyright and exclusive rights, personal non-property and other rights to the Application and its materials.

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

6.5. If the Client repeatedly violates the obligations stipulated in the Offer, the Licensor shall have the right to block the Client from accessing the account and terminate the License.

6.6. In addition to this Offer, the relationship between the Client and the Licensor shall include all special documents governing the provision of certain services of the UDS App Application and published on the Website.

6.7. By acceptance of the Offer, the Client confirms its consent to receive, process and store its personal data in accordance with the Data Protection Guidelines. 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 Application.

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 and unavoidable circumstances under the given circumstances, such as: natural disasters, fires, floods, earthquakes, military actions or announcement of the state of emergency, strikes, civil disorders, the 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 that is affected by force majeure must prove the existence of force majeure by authentic documents.

8. Term and 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 for the same period and on the same terms.

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 in connection with the use of the Application must be sent to the following e-mail address: support@uds.app.

9.2. The Parties are aware and agree that all disputes and disagreements, which may arise, will be considered at the Defendant's place of location.

10. Acceptance Procedure

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

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