



The present Offer (the Offer) shall determine the procedure of granting a temporary access to international network of UDS Users (hereinafter referred to as the App), and mutual rights, obligations and relations between the App Moderator Administration (the Licensor) of the one part, and the Client (the Licensee) of the other part.

App – multicomponent UDS software as described in clause 2 of the Offer.

Website – Web-resource www.uds.app.

App Moderator Administration (Licensor) - GLOBAL INTELLECT SERVICE Corp, Trade License No 9478, address: Ajman Free Zone Authority (UAE). This is the Company that has actual rights for App including but not limited to intellectual property rights.

Agent of the Licensor or **Agent** – legal entity acting for the benefit of the Licensor on the ground of the Special Contract concluded between the Agent and the App Moderator Administration, and engaged by the Licensor for collecting and transfer to the Licensor of the license payments of the Clients.

Client or **Licensee** – legal entity or individual entrepreneur purchasing the License with Start+ tariff.

User – individual using the App on a gratuitous basis in order to participate in offers of the Clients and (or) acquisition of the points for recommendations;

License with Smart+ tariff (License) –non-exclusive user right for use of the App granting to the Client access to the international network of the Users, provided that the Client pays license payments. It includes App panel, Cashier app, the institution (Company) administrator app.

Subscriber's fee – regular payment performed by the Client for the use of the App, is part of license payments.

License payments - the cost of the License and Subscriber's fee.

License activation – payment of Subscriber's fee.

Cashier – the Client's officer(s) performing primary registration of the Users for each specific institution (Company) of the Client by: QR code scanning, entering six-digit unique numerical code into the App, web-version of the App or into the User registration system integrated with the App.

Bonus points – accrual to the App User a specific interest in form of bonus points, including from the purchases of his friends to whom he has given a recommendation via the App, having registered them in his team using the App.

Cashback – delayed discount provided to the App User in form of refund of a part of the cost to the account in the App.

1. General provisions

1.1. The Client shall be provided with a full License, for which he shall pay the license payments in the amount, within the period in order and under the terms 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 and rules 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 specification of the App

The software shall be comprised of the following:

2.1. The App for the Users – Individuals, shall be provided to them on a gratuitous basis and allow to:

- monitor all offers off the Clients;
- get discounts among the Clients in accordance with clause 5.2 of the present Offer;
- get points for recommendations;
- receive PUSH-notifications from the Companies.

2.2. Functions of the App for Clients:

Functions	Pro
Payment history review	+
User review	+
User detailed information review	+
Adding of Cashiers	+
Adding of Managers	+
Sales promotion creation – 3 pieces	3
News creation	+
Pricelist creation	+
Sending of PUSH-notification on sales promotion	1 for 7 days
Sending of PUSH-notification on news	1 for 7 days
Accumulation of points	+
Response overview	+
Service assessment review	+
Addition of information about the company (name, description, working hours, telephone numbers).	+
Addition of information about addresses of the Branches	+

2.3. The Cashier mobile app shall be provided in Pro version and shall provide an opportunity to perform settlements with the Clients.

2.4. The Administrator app shall provide an opportunity to monitor transactions performed via UDS App mobile App online.

2.5. To verify the App quality and availability of the said functions we advise you to try free demo-version of the App. Demo-version login and password may be obtained from the relevant partner or by sending the relevant inquiry to the Licensor to support@uds.app By payment for the License the Client shall confirm availability of the said functions of the App of proper quality.

3. License payments. Settlement order.

3.1. When purchasing the PRO license with Smart+ tariff, for the first year of use of the App, the Client shall pay license payments in the amount of 1100 (One thousand one hundred) USD, of which: 900 (Nine hundred) USD - the cost of the PRO license with Smart+ tariff; 200 (Two hundred) USD - the annual Subscriber's fee.

3.2. License payments for the second and subsequent years consist of an annual Subscriber's fee of 200 (Two hundred) USD per year. The Client shall be entitled to pay the Subscriber's fee on a monthly basis, at that the Subscriber's fee shall amount to 20 (Twenty) USD per month. For the purposes of payment of the Subscriber's fee the year shall be recognized as a period from the date of activation of the License to the date preceding the same date of the following calendar year (for example, from May 25, 2017 until May 24, 2018, from January 1, 2018 until December 31, 2018 etc.). The month shall be recognized as a period from the date of activation of the Pro License to the date preceding the same date of the following calendar month (for example, from May 25 to June 24, from December 6 to January 5 etc.).

3.3. When purchasing the license Pro with Smart+ tariff, the cost of the License Pro in the amount of 900 (Nine hundred) USD can be paid in installments by dividing the cost of the License Pro into nine equal payments of 100 (One hundred) USD that should be paid by the Client monthly within the nine months period from the moment of Activation of the App. In this case, the Subscriber's fee should be paid monthly at a rate of 50 (Fifty) USD/ per month. At any time, the cost of the License Pro can be paid in full by the Client. Once the full cost of the License Pro is paid, the Annual subscription membership is paid in the manner provided for in paragraph 3.2 of present Offer.

3.4. The sample of how the service described in the paragraph 3.2 of the Offer can be used:

The Client purchases the PRO license with Smart+ tariff and intends to pay the cost of the PRO license in installments.

01.09.2018 The Client pays the cost of the PRO license with Smart+ tariff in the amount of 150 (One hundred fifty) USD that includes: 100 (One hundred) USD as the partial payment for the PRO license, 50 (Fifty) USD as the Subscriber's fee for September, 2018.

01.10.2018 – The Client pays the cost of the PRO license with Smart+ tariff in the amount of 150 (One hundred fifty) USD that includes: 100 (One hundred) USD as the partial payment of the cost of the PRO license, 50 (Fifty) USD as the Subscriber's fee for October, 2018.

01.11.2018 – The Client decides to pay the remaining amount of the cost of the PRO license with Smart+ tariff. As the Client has already paid 200 (Two hundred) USD, the remaining amount of the cost of the PRO

license is 700 (Seven hundred) USD (900 USD – 200 USD = 700 USD). The Client shall pay 700 (Seven hundred) USD as the final payment for the PRO license.

01.12.2018 - The Client decides to pay the Subscriber's fee for the remaining 10 months of the current year in the amount of 200 (Two hundred) USD (based on the provisions of paragraph 3.2 of the Offer - 20 (Twenty) USD for each month) thereby activating the App until 31.08.2019.

3.5. If the Client terminates the License within the prepaid period the money shall not be subject to refund, including money paid in accordance with clause 3.3. of this Offer.

3.6. If the Client does not pay the Subscriber's fee and/or the cost of the license in the manner established by the present Agreement, the Company shall be entitled to disable access to the App.

3.7. If the Client purchases the PRO license with Smart+ tariff in the manner established by the paragraph 3.2 of the present Agreement, the Client has no right to change the Partner.

3.8. The Client shall have no right to dispose of the Licenses in any manner, including to grant, resale, lease, sublease, grant a right for both fee-based and free access.

3.9. The License cost shall not include taxes provided for by the applicable law. If the law of the country of the Client's stay provides for payment of taxes for the License purchase, the License cost should be increased on the tax amount in such a manner that after withdrawal of the tax by the Client the Licensor shall receive the net cost of the License.

The Client in case of performance of the payments under the present Offer directly to the Licensor, shall by himself withdraw the taxes from the duly calculated increased License cost and shall pay it to the budget of the country of the Client's stay.

3.10. Payment of the Subscriber's fee shall be performed by the Client as annual advance payment on the ground of the invoices issued by the Licensor or the Subagent for the benefit of the Licensor.

3.11. The Client can indicate his bank details in the personal account. In this case, the Subscriber's fee for the next month shall be deducted from his account automatically.

3.12. Payment shall be performed in the currency of the Client's stay. USD shall mean US Dollar (on condition that 1 USD shall be equivalent to 1 US Dollar) according to the exchange rate as of the date of invoice.

4. Order of transfer of non-exclusive rights for the App

4.1. Activation of the License occurs after full payment under this offer.

4.2. Upon activation of the License the Client shall be provided with login and password using which he shall have an opportunity to access any services of the App from his personal computer or mobile device.

4.3. Upon activation of the License the Client shall be reflected in the dispatching system for the Clients in the App and shall get an opportunity to control provision and registration of discounts and offers provided to them.

4.4. One License shall be provided to the Client for one type of activity. If the Client deals with several types of activity, it shall be required to purchase a separate License for each type of activity.

Information for all clients in Republic of India ([Foreigners undertaking](#)).

5. Rights and liabilities of the Parties

5.1. The Client shall be entitled:

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

5.1.2. To independently determine the interest amount of the discounts provided or points assigned as per levels and their number.

5.1.3. To place the App logo within the Client's office

5.1.4. To send PUSH-notifications of sales promotion to all Users of the App having joined the Client's Company not more than once per seven calendar days.

5.1.5. To send PUSH-notifications containing news about the Client's company to all Users of the App having joined the Client's Company not more than once per seven calendar days.

5.2. The Client's liabilities and order of the App use:

5.2.1. For comprehensive and efficient operation of the App the Client shall establish basic discount and cashback for absolutely all UDS App Users. Product name and range for which discount and cashback are provided for, shall be determined by the Client at his own discretion.

5.2.2. In addition to basic discount the Client shall determine the discount amount from the bill of the first User for three levels of the App referral system. 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 to the Client's officer QR code or six-digit unique numerical code. The Client's officer in his turn shall read QR code in Cashier app or enter six-digit unique numerical code into this app, its web-version or registration system integrated with UDS App.

5.2.4. The Client shall be obliged not to refuse to the Client to validate checks, apply the terms of the offers and to provide bonus points stated in the App.

5.2.5. The Client shall be obliged to amend terms of the offers or events announced in the App not more than once per ten calendar days.

5.2.6. The Client hereby understands and accepts that he should himself take care of technical capacity for the App functioning, including availability of the phone for QR code scanning, PC for installation of the App in order to enter codes and get access into Internet.

5.2.7. The Client shall be obliged to independently monitor reports and control its officers.

5.2.8. In case of refusal from the App immediately inform of it the support service at: support@uds.app

5.2.9. The Client shall agree not to undertake actions or place any data, otherwise promote the information, including to place links for materials directly or indirectly violating copyrights and/or associated rights infringing on foreign intellectual property; materials of erotic, sexual and pornographic nature; materials that incite national, racial or religious envy and opposition, propagating or agitating for violence, extremism, terrorism, genocide, suicide and other activity threatening life and/or health; materials giving offence to any social groups, individuals or companies; materials of provoking nature, and violating common moral and ethic norms; other materials publication of which is prohibited or contradicts to the applicable law and norms of international law, and the Client shall be obliged not to conduct any actions that can cause error of the standard operation of the App and of its services.

5.2.10. Use of the App materials 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 a right for use, otherwise to dispose of the License towards the other party. The License shall be intended only for temporary use of the Client.

5.2.12. For violation of the 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 PRO License, specified in clause 3.1. of the present Offer.

5.2.13. The Client shall not be allowed to promote via App and to place any materials relating to following types of activity: business trainings, business promotion workshops; business of sexual nature (including sex shops, intimate trainings, courses, workshops, any form of prostitution and pornography; massage salons with intimate elements presented as a form of relax; striptease etc.); activity of religious nature (churches; mosques; synagogues; any educational institutions; sects etc.); ritual activity (manufacturing of ritual monuments, coffins, wreathes, boxes, crematoriums etc.); business intended only for sale of alcohol and tobacco products; business related to engineering machinery sale; business of insurance brokers and agents; pawnbroker's business; business for monetary loan granting and acceptance; investment business; esoteric business (magicians, chiromancers, astrologists, spiritual healers, fortunetellers, traditional practitioners etc.); any kind of activities related to developing and promoting UDS and/or similar solutions as well as spreading negative information about the App; services providing by individuals (photographers, make-up artists, stylists without business license); business that is strictly forbidden in the country of residence; lease of cottages/ houses/ apartments; business related to sale of UDS product; business related to multilevel marketing; also the Licensor shall be entitled to refuse to grant the License when the individual/ independent partner does not represent any company but sells products or provides discounts and bonuses on behalf of the company that has not been duly registered or on behalf of the company having no any relation to its management. Registration of businesses, intended only for sale of alcohol and tobacco products, is subject to the Client's Company compliance with rules established by the Licensor. At the same time, the company confirms its unconditional consent to display the company's profile only for users who have already joined the bonus program of this company.

5.2.14. Upon registration of the company operating via web-store the Client shall be obliged to integrate with UDS system. The Client shall also understand and accept that the web-store shall be a website selling the products via Internet. It shall allow its Users to execute an order, select payment and delivery method and pay for the order online in their browser or via the mobile app. At that the product shall be supported on remote basis.

5.2.15. Not to mislead UDS users by false offer, discounts and specification of non-existing branch of the Client's company

5.3. Rights of the Licensor:

5.3.1. The Licensor shall be entitled to send to the Client informational letters on the App development, new offers and of advertising nature.

5.3.2. The Licensor shall be entitled to conduct preventive works with temporary suspension of operation of the App both with and without any prior notice to the Clients.

Hereby the Parties understand and accept that for comprehensive operation of the App, the Licensor shall automatically send updates and the Client shall timely install it.

5.3.3. The Licensor shall preserve a right to amend (moderate) or delete any information published by the Client at its own discretion, disable Client's access to the App in case of violation by the Client of clauses 5.2.9 and 5.2.13 of the present Offer, the applicable law and regulations of the international law and in other cases.

5.3.4. If the Client repeatedly refuses to UDS users to validate checks, apply the terms of the offers and to provide bonus points stated in the App, the Administration shall have a right to eliminate the company from the

general list, terminate the License and close the account in UDS software on a unilateral basis. In this case monetary funds for use of the License shall be not subject to refund.

5.3.5. To suspend provision of the services if no Subscriber's fee has been received.

5.3.6. To refuse to approve publication of the User in the general list on the ground of the rules of morality and general rules of publication of the User's name, description and photos.

5.4. The Licensor shall be entitled to refuse to grant the License if he believes that the Client does not correspond to the App standard. To avoid conflict situations the Client is advised prior to the License activation to clarify opportunity of granting the License having send the inquiry to moderator@uds.app with 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. To amend the amount of the License payments on a unilateral basis but not more than once a year with prior notice of the Client at least 30 calendar days prior to effect of the amendments.

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

6. Miscellaneous

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

6.2. If the court recognizes any of the provisions of the present Offer to be invalid or not to be subject to enforcement, this shall not cause invalidity of the other provisions of the Offer.

6.3. Omission by the Licensor in case of violation by any of the Clients of the provisions of the present Offer does not deprive the Agent of right to undertake proper actions further to protect its interests and copyrights and exclusive rights, personal non-proprietary and other rights for the App and its materials.

6.4. The Client shall understand and accept that liability of the Licensor towards the Users shall be limited to publication on the Website of the transaction subject and terms on behalf of the Client.

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

6.6. In addition to the present Offer all special documents regulating provision of the specific services of UDS and publicly available documents on the Website shall be referred to relations between the Client and the Licensor.

6.7. Upon acceptance of the present Offer, the Client confirms his consent to receive, process and store his personal data in accordance with privacy policy. The Client's personal data shall be received, processed, stored and disclosed in accordance with regulations of the applicable law and in order to render to the Client existing and new services of UDS App.

Client understands and accepts that, in certain cases, when the User Personal Data is stored on 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 the third parties. The user's personal data is only available when the user has an access to the services provided by the UDS, 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 27 April 2016 (GDPR - General Data Protection Regulation).

7. Force majeure

7.1. The Parties shall be held harmless for failure to perform or improper performance of the obligations under the present Offer if proper performance is impossible due to effect of force majeure, that are emergency and non-preventive under these terms circumstances, that are: natural disasters, fires, floods, earthquakes, military acts or announcement of the state of emergency, riots, civil disorders, adoption of binding on the Right holder regulatory legal acts, amendments to law, impeding performance of the obligations under the present Offer and beyond the will of the Parties.

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

8. Period and termination order

8.1. Acceptance of the present Offer shall mean conclusion between the Client and the Licensor of the License Agreement for the period of 1 (One) calendar year from the date of the License Activation. If the Parties have no claims against each other, the License Agreement period shall be renewed until performance of payment by the Client in accordance with terms of section 3 of the present Offer.

9. Order of the dispute settlement

9.1. Apps, suggestions and claims of the individuals and legal entities to the Licensor and to the Agent in relation to the present Offer and all matters for the License operation, violation of rights and interests of the third parties due to use the App shall be referred to e-mail: support@uds.app

9.2. The Parties are aware and agree that all disputes and disagreements that may occur shall be reviewed according to the location of the defendant.

10. Acceptance Procedure

10.1. Activation of the License by the Client shall be recognized to be unconditional acceptance of provisions of the Offer (the Accept).

10.2. The present Offer shall be addressed to legal entities or individuals registered as individual entrepreneurs and shall not be applied to individuals including those running a business without being registered.