

Offer for the Use of the UDS Service

This Offer (here in after referred to as the “Offer”) is an official proposal of GLOBAL INTELLECT SERVICE FZE (hereinafter — the “Company”) and regulates the procedure for providing access to the UDS Service (hereinafter — the “Service”) to individuals and legal entities (hereinafter — the “Client”).

The contract is deemed concluded upon acceptance of the terms of this Offer, which is equivalent to entering into a written agreement.

Terms and definitions:

For the purposes of this Offer, the following terms and definitions are used:

Offer - this proposal addressed to an unlimited number of persons, containing the terms for providing access to the UDS Service. Acceptance of the Offer by the User constitutes the conclusion of a contract between the User and the Company.

UDS Service (the “Service”) - a software product provided by the Company, designed for business automation, including tools for creating a loyalty program, referral marketing, review management, algorithms for awarding and redeeming points, payment acceptance, and analytics.

Client - an individual or legal entity that has accepted the Offer and received access to the Service for use within its entrepreneurial activities.

Personal Account - a unique section of the Service interface provided to the Client upon registration, containing information about settings, tariffs, and activity.

User - an individual using the Application free of charge for the purpose of participating in Client promotions and/or receiving points for recommendations.

Loyalty Program - a tool of the Service that allows the Client to create individual conditions aimed at stimulating repeat purchases and retaining customers (e.g., discounts, bonus points).

Subscription - a form of access to the Service based on prepayment for a certain period of use in accordance with the selected tariff plan.

Tariff Plan - a set of terms for using the Service, including the scope of provided features, duration of access, and cost.

Personal Referral Link (ID) - a unique identifier provided to the Client for attracting other Clients and tracking their activity within the system.

Marketing Plan - an algorithm established by the Company for calculating rewards for recommending the Company’s products.

License - a non-exclusive user right to use the Service.

License Activation - the process after which a business client becomes available to Users of the UDS platform. Upon activation, the business appears in the general catalog of the application, where Users can view its offers, loyalty program, and other information provided by the Client.

Unactivated License - a license that is not linked to any business. Such a license remains in a free status until activated by a specific business client, after which it becomes activated and visible to Users of the platform.

1. Subject of the Offer

1.1. The Company grants the Client the right to use the UDS Service, which includes tools for business automation, creation of loyalty programs, referral marketing algorithms for awarding and redeeming points, payment acceptance, collection, and analysis of customer reviews.

1.2. Access to the Service is provided based on the tariff selected by the Client during registration.

1.3. Services are provided in an electronic cloud format through a web platform or mobile application.

1.4. Acceptance of the Offer is deemed to occur upon payment for the Service.

1.5. Acceptance of the Offer constitutes full and unconditional agreement with all terms of this document.

2. Tariffs

2.1. The cost of using an activated license, as well as the list and cost of additional services, is specified in a separate document — the Company's Price List. The Price List is available at:

https://static.uds.app/documents/EN/uds_prices.pdf

All settlements are carried out in accordance with the current tariffs established in this document.

2.2. For an unactivated license, the subscription fee is not required until the moment of its activation. The Client shall also have the right to transfer previously acquired but not yet activated licenses to other Clients in their own name and at their own expense, on the basis of an independent agreement concluded on their own behalf.

2.3. The cost of two (2) unactivated licenses is 1,900 (one thousand nine hundred) US dollars.

2.4. The cost of six (6) unactivated licenses is 3,950 (three thousand nine hundred fifty) US dollars.

2.5. The cost of twelve (12) unactivated licenses is 6,350 (six thousand three hundred fifty) US dollars.

2.6. Upon a one-time payment of 850 (eight hundred fifty) US dollars, the Client is granted access to the “Lite” tariff with a 25% discount from its base monthly cost.

2.7. The purchase of packages containing 6 or 12 unactivated licenses is available only to those Clients who have at least one activated client on the “Pro” tariff. Until this condition is met, the ability to purchase such license packages will remain blocked.

3. Registration and Access to the Service

3.1. To obtain access to the Service, the Client must complete the registration procedure, providing accurate information, including contact details and requisites (for legal entities).

3.2. After registration, the Client receives a personal account with unique identifiers (login and password).

3.3 The Client undertakes to maintain the confidentiality of their account data and not to transfer it to third parties.

3.4. In the event of detecting unauthorized access, the Client must immediately notify the Company.

4. Rights and obligations of the Parties

4.1. Obligations of the Company:

4.1.1. Ensure the uninterrupted operation of the Service, except for periods of scheduled technical maintenance.

4.1.2. Provide the Client with technical support within the scope of the selected tariff.

4.1.3. Inform the Client of any changes in the terms of the Offer or in the tariffs.

4.2. Rights of the Company:

4.2.1. The Company may make changes to the functionality of the Service, notifying the Client through the Personal Account, social networks, and the contact email.

4.2.2. The Company has the right to suspend the Client's access to the Service if violations of the terms of the Offer or applicable law are identified. In such cases, payments are non-refundable.

4.2.3. The Company may change the tariffs specified in this Offer or introduce new tariffs, with mandatory prior notification by distributing or publishing such information on the official website.

4.2.4. The Company has the right to conduct maintenance work with temporary suspension of the Service, with or without prior notice to Clients.

4.2.5. The Company reserves the right, at its sole discretion, to modify (moderate) or delete any information published by the Client if it violates the terms of this Offer, applicable law, or the internal regulations of the Company.

4.2.6. The Company provides a customer-base import service subject to preliminary verification by the Company's security department. This service is provided free of charge for Clients with up to 20,000 (twenty thousand) customers; for more than 20,000 customers, the service is provided on a paid basis. The cost of such services is indicated in the Client's Personal Account.

4.2.7. The Company reserves the right to refuse the import of a Client's customer base if it fails the security check, without providing reasons.

4.2.8. The Company may refuse to approve a Client's publication in the general company list based on moral standards and general rules for publishing the Client's name, description, and photographs.

4.2.9. The Company reserves the right to remove any content posted by the Client if it considers such content to violate moral standards, ethical norms, or generally accepted standards regarding prohibited content.

This includes materials containing insults, hate speech, discrimination or violence, as well as sexually explicit content, including obscene images, texts, or links.

This provision also applies to information related to tragic events that may provoke negative reactions or public condemnation, publications related to dangerous goods, services, or activities that may threaten life, health, or safety, as well as any materials that contradict applicable law.

Such content may be removed without prior notice to the Client.

4.2.10. The Company may refuse to grant the right to use the License if, in its opinion, the Client does not correspond to the format of the UDS Service. To avoid conflict situations, the Client is advised to clarify the possibility of License activation before activation by sending a request to moderator@uds.app with a description of the Client's company.

4.2.11. If the Client repeatedly refuses to honor promotions or provide bonuses stated in the UDS.App application to Users, the Company reserves the right to remove the Client from the publicly available list of Companies in the application. In such cases, payments for the License are non-refundable.

4.2.12. The Company may suspend the provision of services in case of non-receipt of the subscription fee.

4.2.13. In the event of repeated violations by the Client of the obligations set out in this Offer, the Company may block the Client's account and terminate the License.

4.2.14. The Company may unilaterally revise the amount of license fees no more than once per year, with prior notice to the Client at least seven (7) calendar days before the effective date of the changes by publishing such information on the official website.

4.2.15. The Company may send the Client newsletters containing information about the development of the Application, new offers, as well as advertising.

4.2.16. The Company is not liable for:

— technical failures caused by actions of third parties or force majeure circumstances;
— losses incurred by the Client as a result of improper use of the Application.

4.2.17. The Company's liability to Users is limited to publishing on the website the subject and terms of the transaction on behalf of the Client.

4.3. Obligations of the Client

4.3.1. Timely pay for the services in accordance with the selected tariff.

4.3.2. Use the Service solely for lawful entrepreneurial activities.

4.3.3. Comply with the promotion rules established by the Company.

4.3.4. Comply with the applicable legislation, the terms of this Offer, and other special documents of the Company.

4.3.5. Provide accurate, complete, and up-to-date information during registration.

4.3.6. The Client is not entitled to sell, transfer, gift, or otherwise perform any legal actions aimed at transferring the Service to third parties.

4.3.7. The Client undertakes not to mislead Users of the "UDS.App" Application by means of false promotions, discounts, fictitious payments without their participation, indicating a branch of the Client's company that does not actually exist, or misuse of functionality (for example: awarding points for the purpose of delivering news and marketing newsletters).

4.3.8. The Client is prohibited from placing links to accounts or websites containing inappropriate content for individuals under 18 years of age; web pages available under several URLs at once (URL redirection, multiple redirects); websites containing hidden pages with different content.

4.3.9. The Client undertakes to comply with the rules and usage policies of the platforms on which the UDS App is published, including but not limited to the App Store, Google Play, and other application marketplaces.

Any violation of these rules may result in restriction or termination of access to the application, as well as other measures provided by the respective platforms.

The Company reserves the right to edit or delete any information posted by the Client in the application, if such information violates the rules of application stores, unilaterally and without prior notice to the Client.

4.3.10. For the proper and efficient operation of the Application, the Client establishes a base discount or Cashback for all Users of the UDS.App Application. The name and the range of products for which the discount or Cashback applies is determined by the Client at its discretion.

4.3.11. The Client may not refuse to apply promotions or provide bonuses to a User that are stated in the Application.

4.3.12. The Client agrees not to take actions, publish data, or otherwise promote information — including posting links — that directly or indirectly infringes anyone’s copyright and/or related rights, violates intellectual property; erotic, sexual, or pornographic materials; materials inciting national, racial, or religious hatred or enmity; materials promoting or encouraging violence, extremism, terrorism, genocide, suicide, or other activities dangerous to life and/or health; materials insulting any social groups, individuals, or companies; shocking or disturbing content; and any materials prohibited or contradictory to applicable law and international legal standards. The Client also undertakes not to perform any actions that may lead or potentially lead to disruption of the normal operation of the Application or its services.

4.3.13. In the web version, the Client is assigned a third-level domain name, which the Client may modify at their discretion. When changing the domain name, the Client must comply with generally accepted norms of ethics and morality. The Company reserves the right to change the domain name unilaterally.

4.3.14. The use of Application materials without the consent of the rights holders is not permitted.

4.3.15. The Client understands and agrees that when performing and activating the payment function based on a User’s phone number, regardless of how such number was obtained (via the Application or online cash register), the Client bears responsibility under applicable legislation of the relevant jurisdiction regarding the collection of personal data.

The Client is also prohibited from transferring such personal data to third parties.

If the Company discovers mass messaging to Users (more than ten Users) using the Application’s API extension, the Company may unilaterally suspend and/or terminate this Offer.

4.3.16. The Client understands and agrees that the Company’s liability to Users is limited to posting on the website the subject and terms of the transaction on behalf of the Client.

4.3.17. The Client is liable for violations of this Offer, including improper use of the Application and infringement of the rights of users or third parties.

4.4. Rights of the Client

4.4.1. Use all features of the Service within the limits of the selected tariff.

4.4.2. Contact technical support to resolve arising issues.

4.4.3. To verify the quality of the Service and the availability of the declared functionality, the Client is strongly encouraged to review the free demo version available on the website.

5. Cost and Payment Procedure

5.1. The cost of services is determined by the tariff plan available in the Service interface.

5.2. The Client undertakes to pay for the License in accordance with the tariffs indicated on the Company’s website or in the Licensee’s personal account.

5.3. Payment is made on a prepayment basis. The subscription fee is paid monthly in advance, without VAT, in accordance with Article 145.1(1) of the Tax Code of the Russian Federation.

5.4. In case of late payment, the Company has the right to suspend access to the Service.

5.5. Refunds for services are not provided, as the Company fully fulfills its obligations, including granting access to the Service, incurring expenses for its maintenance, and paying partner rewards within the marketing program.

5.6. The Company may change the tariffs by notifying the Client at least seven (7) calendar days before such changes come into effect.

5.7. If the Client terminates the License during the paid period, the funds are not refundable.

6. Confidentiality and Data Protection

6.1. By accepting the terms of this Offer, the Client confirms their consent to the collection, processing, and storage of their personal data in accordance with the privacy policy. The collection, processing, storage, and disclosure of the Client's personal data are carried out in accordance with applicable legislation and for the purpose of providing the Client with existing and new UDS services.

6.2. The Client undertakes to independently comply with the legislation of various jurisdictions regarding the collection, processing, storage, and disclosure of Users' personal data that the Client obtains as a result of legal relations arising from this Offer.

6.3. At the moment of acceptance of this Offer, the Company guarantees that all necessary procedures have been completed with the relevant regulators for its registration as an operator authorized to process and store personal data.

6.4. The Client agrees to use the API key provided by the Company to access its CRM platform and add clients. The Client fully understands that when adding Users, they bear responsibility for obtaining Users' consent for such addition, as well as all legal consequences arising in connection with it.

6.5. The Company is not liable for the Client's actions associated with the use of the API key, nor for any legal consequences arising in connection with it.

6.6. The Client undertakes to use the API key solely for the purposes specified in this Offer and in compliance with all legal requirements governing the use of personal data.

6.7. The Client undertakes not to transfer the API key to third parties, not to use it for unauthorized access to the CRM platform, or for any illegal purposes.

6.8. The Client understands and accepts that in certain cases, including when the Client stores Users' personal data on their own devices or storage systems, the Client bears full and unconditional responsibility for the safekeeping of such data and for preventing their disclosure to third parties.

6.9. Users' personal data are available exclusively during the period the User is utilizing the services of the UDS.App application, but no longer than eighteen (18) months after the User's last use of the UDS.App mobile application services.

7. Force Majeure Circumstances

7.1. The Parties are released from liability for failure to perform or improper performance of their obligations under this Offer if such performance became impossible due to force majeure circumstances — that is, extraordinary and unavoidable events under the given conditions, including: natural disasters, fires, floods, earthquakes, military actions or the introduction of a state of emergency, strikes, civil unrest, adoption of mandatory regulatory acts affecting the Rights Holder, legislative changes preventing the performance of obligations under this Offer and not dependent on the will of the Parties.

7.2. The Party affected by force majeure must prove the existence of such circumstances with reliable documentation.

7.3. The Parties shall be released from liability for partial or complete non-performance of their obligations under this Offer if such non-performance results from natural or man-made emergencies, as well as extraordinary situations caused by a complex epidemiological environment, arising after the acceptance of the terms of this Offer, which the Parties could not have foreseen or prevented.

8. Dispute Resolution Procedure

8.1. Inquiries, proposals, and claims from individuals and legal entities to the Company related to the terms of this Offer, as well as any issues concerning the functioning of the License or violations of the rights and interests of third parties in connection with the use of the Application, must be sent to the following email address: support@uds.app.

8.2. The Parties acknowledge and agree that all disputes and disagreements shall be resolved in a court at the location of the defendant.

9. Intellectual Property Rights

9.1. If the Client is the lawful owner of a trademark duly registered and protected on the basis of a certificate, the right holder grants the Company consent to use the trademark and logo within the scope of this Offer.

9.2. During the term of this Offer, the Licensor has the right to place the Client's trademarks and logos on documents and materials, as well as disclose them to third parties for the purpose of attracting new clients.

9.3. The use of the Client's trademark does not constitute use of rights to protected intellectual property objects within the meaning of the legislation of the Russian Federation concerning the protection of intellectual property.

9.4. The Client is granted the right to use the UDS Service logo exclusively for the purpose of informing their customers that their business uses the UDS platform.

The logo may be used in marketing materials, on websites, in social media, at checkout points, and in other places related to the Client's activities, provided that corporate standards and Company requirements are observed. Any other use of the logo, including modification or use for purposes not related to informing customers, requires prior written consent of the Company.

10. Other Provisions

10.1. One License is provided to the Client for one type of activity. If the Client conducts several types of activities (e.g., cinema, bowling), each type requires a separate License.

10.2. The Client understands and accepts that they must independently ensure the technical capability for the Application's operation, including having a device for scanning QR codes, a PC for installing the Application to enter codes, and Internet access to accrue and deduct User bonuses.

10.3. After license activation, the Client becomes visible to Users who have installed the UDS App and is automatically included in the general catalog of companies and may be placed on various platforms for promotion. The Client undertakes to strictly comply with the declared terms of the loyalty program and all publicly announced offers, as violation of these terms may lead to User dissatisfaction and reputational damage both for the Client and for the UDS App Service.

Any inconsistency with the announced terms may negatively affect trust in the Client's brand and the reputation of the entire platform.

10.4. When activating a Client operating through an online store, the Client undertakes to integrate with the UDS system.

The Client also understands and accepts that an online store means a website selling goods via the Internet, allowing Users to place orders online through a browser or mobile app, select payment and delivery methods, and make payment.

Sales of goods are carried out remotely.

10.5. The Client may be refused activation if their business activity relates to any of the following categories:

- sexual content or services (including intimate trainings, courses, seminars; any forms of prostitution or pornography; massage salons offering intimate elements under the guise of relaxation; strip clubs, etc.);
- religious activity (churches, mosques, synagogues, religious educational institutions, sects, etc.);
- funeral or ritual activity (production of monuments, coffins, wreaths; crematoriums, etc.);
- sale of alcohol or tobacco products;
- insurance brokers or agents;
- pawnshops;
- activities related to issuing or receiving loans;
- investment-related activities;
- esoteric practices (magicians, palmists, psychics, fortune tellers, healers, etc.);
- sale or promotion of UDS products or their analogues, dissemination of negative information about the Application;
- network marketing activities;
- services provided by individuals without legal entity registration (photographers, makeup artists, stylists, etc.);
- any activity that violates the law.

The Licensor may also refuse to provide a License to an independent partner of an MLM company or companies operating under multi-level marketing principles, or in cases where an individual/independent partner does not directly represent a company but sells products or provides discounts/bonuses on behalf of a company they are not part of.

10.6. A package of two unactivated licenses may be refunded within 24 hours from the moment of purchase.

Refund is not possible if the Client has received their first commission for recommendations or upgraded to a package with a larger number of unactivated licenses, as such actions confirm full satisfaction with the product and its functionality.

11. Partnership Program

11.1. The Company provides the opportunity to participate in the partnership program, which allows a Client who purchases a package of two or more unactivated licenses to receive rewards for recommending the Service to new clients.

Rewards are calculated in accordance with the terms of the marketing plan and are paid after all required conditions are fulfilled.

11.2. To participate in the partnership program and receive rewards, the Client must have the status of an individual entrepreneur (IE) or a registered legal entity (LLC) and must sign the partnership agreement with the Company in their personal account.

11.3. Before accepting the Offer, the Client may recommend the Company's service using their personal referral identifier. The Company has the right to account for recommendations made during this period. After the Client accepts the Partnership Agreement, the Company will calculate and pay rewards for all previously recorded recommendations in accordance with the current marketing plan.

The Company reserves the right to revoke the right to account for recommendations if the Client's actions harm the reputation or operations of the Company or the partner community as a whole.

11.4. To ensure the correct accounting of all recommendations made using the personal referral identifier, the Client must pay a monthly subscription fee of 50 (fifty) US dollars and an annual subscription fee of 100 (one hundred) US dollars.

This fee covers the costs of maintaining the reward calculation system and recording recommendations within the partnership program.

Failure to make timely payments will lead to the suspension of recommendation tracking under the partnership program.

If payment is not made within three (3) months, the Company reserves the right to delete all recommendation records associated with the partnership program.

11.5. Recommending packages containing two or more licenses is not permitted until at least one client has been activated via the personal referral link on the "Pro" tariff.

11.6 A Client who has purchased a package containing two (2) unactivated Licenses shall have the right to promote and recommend the Company's Licenses to end clients and to receive the corresponding commission remuneration in accordance with the Marketing Plan and within the framework of the Partner Program, without the obligation to purchase additional Licenses from the Company.

If the Client intends to purchase additional Licenses, such purchase shall be permitted only provided that all previously acquired Licenses have been fully sold and transferred to end clients.

Until the previously acquired Licenses have been fully sold and transferred, the Client shall not be entitled to purchase additional Licenses from the Company.

The Company reserves the right to verify the status of the sale and transfer of Licenses and to determine whether the conditions required for the purchase of additional Licenses have been fulfilled.