

PARTNERSHIP AGREEMENT

To become a Partner of the UDS.App project, you should read the Partnership Agreement (hereinafter referred to as the “Partnership Agreement”, “Agreement”) and confirm your consent with its terms.

Your consent to use electronic documents may be revoked at any time. However, after the consent is revoked, the Agreement will be automatically terminated. Under the terms of the Agreement, will also lose your rights to receive rewards. If you would like to revoke your consent to use electronic documents (and thereby to terminate the Agreement with the Company) or update your personal information, you should write an email and send it to support@uds.app.

You agree that the Company may change the content and terms of the Agreement unilaterally. Such changes shall enter into force from the moment of their publication on www.uds.app and apply to the Partnership Agreement with you. The latest version of the documents is always available for reviewing, printing and downloading on the official website of the Company, at the following URL www.uds.app.

Selecting “I ACCEPT THE TERMS” below, you agree with the terms of the Partnership Agreement. If you click the “CANCEL” button, the registration process will be terminated.

Partnership Agreement

The Internet resource www.uds.app. (the administrator and moderator, who has exclusive rights to the Application, including, but not limited to, intellectual property rights – GLOBAL INTELLECT SERVICE FZE Company, United Arab Emirates, Ajman FZ, Block C1, number 1024810663402, hereinafter referred to as the “Company”, offers any person to acquire the status of a Partner by accepting the terms of the Partnership Agreement.

Terms and definitions:

Product is a multi-component software “UDS App”, as described in 2.2 of this Agreement, as well as related services of the Company offered to Clients.

Website is an Internet resource www.uds.app.

User is an individual using the Application free of charge for the purpose of participating in Clients’ promotions and/or receiving points for Recommendations.

Partner is an individual, individual entrepreneur or legal entity, who carries out the Recommendation of UDS Licenses to third parties by their actions and receives reward from the Company for these actions in accordance with the Marketing Plan described in this Agreement.

Recommendation is an action of the Partner aimed at attracting a new Client or Partner. The Recommendation is considered to be made by the Partner if the new Client indicated the login of the Partner who made the Recommendation when filling out the registration form, the registration was completed and the Package or License for the Application was paid for.

Package is an information package that includes a certain number of non-activated Licenses, as well as other features and services provided by the Company under this Agreement.

License is a non-exclusive user right to use the Product, granting the Client access to the international network of Users, subject to the Client paying the Subscription fee. It includes the Product console, the Cashier application, the application for the administrator of the facility (company).

Personal (private) page is a certain area of the web resource displaying the Partner's data, including the user profile.

User profile is a certain closed area of the web resource displaying the data of Bonus points, personal account, team and other information within the Marketing Plan.

Partner account is a user profile, which is a closed area of the open web resource of the Site, which allows moving within the information space allocated to it by the Site for the purpose of consulting interested persons and assisting them in registering as potential Clients or Partners. To enter the User profile, one should use a unique name and password received by the Partner upon registration on the open web resource of the Site; after registration, a personal referral ID number is assigned to the Partner account.

Subscription fee is a periodic fee paid for the use of the Application and the Company's services. The Partner's Subscription fee is the fee paid by the Partner for the Partner Account and for the use of the Company's services. The Client's Subscription Fee is a periodic fee paid by the Client for the License. For the purposes of

paying the Subscription fee, a month is the period from the date of payment of the Subscription Fee to the date preceding the same date of the next calendar month (e.g. from February 20 to March 19, from December 6 to January 5, etc.). A year is the period from the date of payment of the Subscription Fee to the date preceding the same date of the next calendar year (e.g. from May 25, 2017 to May 24, 2018, from January 1, 2018 to December 31, 2018, etc.).

Client is a legal entity or individual entrepreneur who gains access to the “UDS App” Application console, through which they get access to the international network of Users.

Business place is a cell in the Partner accounting system and the accumulation of Bonus points and rewards.

Bonus point is a reward credited to the Partner's bonus account based on the results of fulfilling the terms of this Agreement, subject to use under the terms covered by this Agreement.

Left and right team points is a reward credited to the accounts of the left and right teams of the Partner based on the results of successful Recommendations to Clients of the relevant team or personally invited Partners, subject to use under the terms of this Agreement.

Marketing plan is an algorithm established by the Company for calculating rewards for Recommendations.

Personally invited Partner is a new Partner who has registered on the Site using the referral ID number of an already registered Active Partner.

Curator is a Partner in relation to his Personally invited Partner.

Active Client is a Client on the Pro tariff who has paid the Subscription fee.

Active Partner is a Partner for whose account the Subscription fee has been paid.

Qualified account (of a Partner) is an account whose left and right teams have at least one Personally invited Partner who has paid the Subscription fee.

Financial cycle is after the accumulation of points in the left and right teams of the Partner in the amount of 1 point in each team of the Partner, the said points are converted into cash to the corresponding account of the Partner at the rate of 1 point = 30 c.u.

Status is the rank position of the Partner in the Company, determined by the volume of his personal turnover. The status is assigned to the Partner for fulfilling the terms of turnover, including the purchase of a package with a set number of Licenses or the sale of this number of Licenses to end Clients.

Company Agent is a legal entity acting on the basis of a Contract in the interests of the Company, which has rights to the Application to the extent required to perform the functions provided for it by this Agreement.

1. PROCEDURE FOR ACCEPTANCE OF AN OFFER

1.1. Acceptance of this offer is made by expressing consent to the terms of the Agreement and registration by filling out the registration form on the Company's Website with the entry of personal data in the registration form placed under the offer.

The offer is considered accepted from the moment all necessary data is entered into the registration form, the Partner expresses unconditional consent to the rules and provisions of the offer (terms of the Agreement) by checking the box in the “I accept the terms” column and clicking the “Next” button.

1.2. It is prohibited to have more than one Partner account registered to a Partner. The Company has the right to block the Accounts of a Partner who has violated this condition without prior notice. An exception is the registration of additional accounts in the right or left teams of the main Partner account, the Curator of which is the main Partner account.

1.3. After accepting the offer and registering the Partner account, the Company sends a notification to the e-mail address (E-mail) specified by the Partner during registration. The notification contains the following information: the Partner's personal data, login and password for accessing the Partner's user profile.

1.4. The Partner agrees to the storage and processing of their personal data (including the data specified during registration, such as surname, name, patronymic, contact phone number, gender, age, registration address, e-mail).

The Partner understands and accepts that the Company has the right to collect the Client's personal data for transfer to third parties to improve communication between the Company's Partners. Purchasing a license package, as well as during other interactions with the system, the Partner agrees that their data can be transferred to the Curator and higher Partners, if necessary or requested, to help this Partner in the interests of their development and the development of their business.

The protection of the personal data of Partners is one of the most important priorities for the Company. To ensure such protection and taking into account the requirements established by the European Union Regulation No. 2016/679 d/d April 27, 2016, which entered into force on May 25, 2018 and is aimed at providing interested persons with more reliable and effective control over their data, the Company undertakes to respect the rights of all Partners in accordance with Swiss, European and any other applicable laws on personal data, on the basis of which the Company operates.

1.5. The Company prohibits publishing any data, promoting information in any other way, including publishing links to materials that directly or indirectly violate anyone's copyright and/or related rights, infringe on someone else's intellectual property; materials with erotic, sexual and pornographic content; materials inciting national, racial or religious hatred and enmity, promoting or agitating for violence, extremism, terrorism, genocide, suicide and other activities that threaten life and/or health; materials insulting any social groups, individuals or companies; materials of a shocking nature, as well as violating generally accepted norms of morality and ethics; other materials publishing of which is prohibited or contradicts current and international law. In addition, the Partner undertakes not to take any actions that lead or may lead to malfunction of the normal operation of the Product and (or) its services.

1.6. The Company prohibits using the Product to promote or publish any materials related to the following activities: sexual activities (including sex shops; intimate trainings, courses, seminars; any forms of prostitution and pornography; massage parlors with elements of intimacy hidden under the form of relaxation; striptease, etc.); religious activities (churches; mosques; synagogues; any religious educational institutions; cults, etc.); ritual activities (making ritual monuments, coffins, wreaths, boxes; crematoriums, etc.); activities aimed at selling alcoholic and tobacco products; activities related to granting and accepting cash loans; activities related to investing; activities related to esotericism (magicians, palmists, psychics, fortune tellers, folk healers, etc.); activities related to the sale, promotion of the UDS product and its analogues, dissemination of negative information about the Application; activities related to network marketing; any activity that involves a violation of the law, and the Licensor has the right to refuse to grant a License to an independent Partner of a network marketing company, as well as companies operating on the principle of multi-level marketing, and in other cases when an individual/independent partner does not directly represent the company itself, but is engaged in the sale of products and granting of discounts and bonuses on behalf of the company without being one.

2. SUBJECT

2.1. The subject of this Agreement is granting to the Partner of the right to implement the UDS software. The Partner is also provided with services for recording the implemented Recommendations, and the Partner undertakes to pay for the services rendered in the manner stipulated by this Agreement. Within the framework of cooperation under this Agreement, the Partner may receive the following Company status:

2.1.1 The "Start Business" status is assigned to the Partner upon purchasing the "Start Business" package, which does not include non-activated Pro Licenses. Since it includes an advance payment for the "Business", "Premium" or "VIP" packages.

2.1.2 The "Business" status is assigned to the Partner upon purchasing the "Business" package, which includes 2 (two) non-activated Pro Licenses or upon selling 2 (two) Pro Licenses at the Pro Smart rate to Clients.

2.1.3 The "Premium" status is assigned to the Partner upon purchasing the "Premium" package, which includes 6 (six) Pro Licenses or upon selling 6 (six) Pro Licenses at the Pro Smart rate to Clients.

When the Partner's status changes from "Business" to "Premium" status, 4 Licenses are added to the previous number of Licenses.

2.1.4 The "VIP" status is assigned to the Partner upon purchasing the "VIP" package, which includes 12 (twelve) Pro Licenses or upon selling 12 (twelve) Pro Licenses to clients.

When the Partner's status changes from "Business" to "VIP", 10 Licenses are added to the previous number of Licenses. When changing the status from "Premium" to "VIP", 6 Licenses are added to the previous number of Licenses.

2.2. The UDS software consists of the following:

2.2.1. The application for Users i.e. individuals, it is provided free of charge and helps:

- to track all offers of Client companies;
- to receive discounts from Clients;
- to receive points for Recommendations;
- to receive PUSH notifications from Companies.

Product features for Clients:

Feature	Pro	Lite
Adding information about the company (name, description, working hours, phone numbers)	+	+
Payment history overview	+	+
Detailed information about the User overview	+	+
Adding Cashiers	+	+
Adding managers	+	-
KPI system for staff	+	-

Creating news	+	-
Sending PUSH notifications	(2 for 7 days)	-
Special catalog of goods for points	+	No more than 10 product items and categories
Publishing goods and services in the UDS application	No more than 300 product items and categories	No more than 50 product items and categories
Crediting points	+	-
Reviews overview	+	-
Service ratings overview	+	+
Integration with control and accounting systems	+	+
Adding information about addresses and Branches	+	+
Daily report by e-mail	+	-
Advanced statistics	+	-
Exchanging messages with Clients	+	+
Making payments via UDS	+	+
Ordering goods	+	+

2.2.2. **Product payment rates: Pro** is Subscription fee for using the Product for 1 month; **Pro Smart** is a one-time purchase of the Product with the option to pay a Subscription fee for a month or more; **Pro Smart in parts** is payment for the Product in parts by dividing the cost of the Pro License into nine equal payments.

2.2.3. The mobile application for the Cashier is provided in the Pro version and allows making payments to Users.

2.2.4. The Administrator's Application allows tracking transactions carried out through the UDS App mobile Application online.

2.3. Packages are provided to Partners registered after January 18, 2015. Partners registered before January 18, 2015 received a set of Company products purchased at the time of registration.

2.4. A Partner may not purchase several Packages of the same category or change the number of non-activated Licenses available for Recommendations included in the purchased Package. The number of non-activated Licenses available for Recommendations is increased by upgrading the Package, i.e. switching to a Package containing a larger number of non-activated Licenses, stipulated by paragraphs 3.1.5-3.1.10 of this Agreement.

2.5. One License is provided to the Client for one type of activity. If the Client is engaged in several types of activities (for example, a cinema and a bowling alley), an individual License should be purchased for each type of activity.

2.6. In accordance with the subject of this Agreement, the Partner acquires the right to sell Licenses. The Company has the right to provide the opportunity to receive reward stipulated by Section 4 of this Agreement for the personal turnover specified in paragraph 2.1 of this Agreement and it may be revoked at any time while maintaining the opportunity to receive reward only for the sale of Licenses to end Clients in accordance with the subject of this Agreement.

3. COST OF SERVICES. PAYMENT PROCEDURE

3.1. Cost of the Company's Packages and Services for Partners

3.1.1. The "Start Business - 850" package is a one-time payment of 850 c.u. The package includes payment for an annual Contract and 6 months of using the User profile according to the tariffs. The remaining amount of 500 c.u. is an advance payment for the license package purchased in the future. In case of refusal to purchase a package with licenses, the advance payment is non-refundable.

Further Subscription fee for using the Personal account in the amount of 50 c.u. per month.

3.1.2. The "Business" package is a one-time payment of 1,900 c.u., plus a Subscription fee for using the User profile in the amount of 50 c.u. per month.

3.1.3. The "Premium" package is a one-time payment of 3,950 c.u., plus a Subscription fee for using the User profile in the amount of 50 c.u. per month.

3.1.4. The "VIP" package is a one-time payment of 6,350 c.u., plus a Subscription fee for using the User profile in the amount of 50 c.u. per month.

3.1.5. In case of switching from the "Start Business" package (850) to the "Business" package, the surcharge is 800 c.u.

3.1.6. In case of switching from the "Start Business" package (850) to the "Premium" package, the surcharge is 3,100 c.u.

3.1.7. In case of switching from the “Start Business” package (850) to the “VIP” package, the surcharge is 5,500 c.u.

3.1.8. In case of switching from the “Business” package to the “Premium” package, the surcharge is 2,050 c.u.

3.1.9. In case of switching from the “Business” package to the “VIP” package, the surcharge is 4,450 c.u.

3.1.10. In case of switching from the “Premium” package to the “VIP” package, the surcharge is 2,400 c.u.

3.1.11 Access to use of Packages and implementation of Pro Licenses is provided to the Partner after payment of the cost of concluding the Partnership Agreement. The cost of concluding an annual Contract is 100 c.u.

3.1.12. Subscription fee for using the User profile is 50 c.u. per month.

3.1.13. The cost of an annual contract conclusion is included in the packages in accordance with paragraph 3.1.1. of the Agreement. Subsequent renewal of the annual Contract is 100 c.u.

3.1.14. Payment for the Company's Packages and Services shall be made by the Partner transferring funds to the Company's account or the account of the payment system providing services to the Company.

3.1.15. If the Partner fails to pay the Subscription Fee for 3 (three) months in a row, the Company has the right to block the Partner's account and terminate this Agreement. In this case, lost commissions and Bonus points as a result of blocking or freezing of the Partner's account are non-refundable.

3.1.16. If the Partner fails to pay the Subscription Fee for 3 (three) months in a row, all points of both the left and right teams and other accumulations to the specified Partner account shall be forfeited.

3.1.17. If there are sufficient funds in the Partner's account, the Subscription fee for the next month of using the User profile in the amount of 50 c.u. shall be debited automatically.

3.1.18. In case of a one-time payment by the Partner of the Subscription fee for a calendar year, the cost is 500 c.u. If the Partner terminates cooperation with the Company during this period, the paid Subscription fee is non-refundable.

3.1.19. The Partner hereby understands and accepts that the purchase of any of the Company's Packages does not involve the purchase of the Product, in particular the license rights to the Product.

3.2. Procedure for purchasing Licenses by Clients

3.2.1. When purchasing a Pro License under the Pro tariff, the Client pays a monthly Subscription fee in the amount of 130 (One hundred and thirty) c.u. per month. For the purposes of paying the Subscription fee, a month is the period from the date of Pro License Activation to the date preceding the same date of the next calendar month (e.g., from May 25 to June 24, from December 6 to January 5, etc.). Payment can be made in a lump sum for several months.

3.2.2. If the Client purchases a Pro License under the Pro Smart tariff, they pay the cost of the Pro License in the amount of 1500 (One thousand five hundred) c.u. and an annual Subscription fee in the amount of 500 (Five hundred) c.u. per year. For the purposes of paying the Subscription fee, a year is the period from the date of License Activation to the date preceding the same date of the next calendar year (e.g. from May 25, 2024 to May 24, 2025, from January 1, 2024 to December 31, 2024, etc.). The Client has the right to pay the Subscription fee monthly, the cost of the Subscription fee is 50 (Fifty) c.u. for each month.

3.2.3. If the Client purchases a Pro License under the Pro Smart tariff in parts, the cost of the Pro License in the amount of 1500 (One thousand five hundred) c.u. is paid in parts by dividing the cost of the Pro License into 12 equal payments of 200 (Two hundred) c.u.

3.2.4. If the Client terminates the License during the paid term, the funds are non-refundable, including funds paid in accordance with paragraph 3.2.3. of this Agreement.

3.2.5. If the Client purchases a Pro License under the Pro Smart tariff in parts in the manner stipulated by paragraph 3.2.3. of this Agreement, the Client has no right to change the Partner.

3.2.6. The Client has no right to alienate Licenses in any way, including gifting, reselling, renting, subleasing or granting the right to access, either for a fee or free of charge.

3.2.7. The Client with the Pro Smart License tariff has the right to switch to the Partner status by paying the cost of concluding a Partnership Agreement of 400 c.u.

3.2.8. The Client has the right to indicate their bank details in the User profile. In this case, the Subscription fee of using the Application for the next month is automatically debited from the account specified by the Client.

3.3. The Partner has the right to Recommend to the Client a non-activated Pro License exclusively under the conditions stipulated by this Agreement. It is also permitted to transfer a non-activated Pro License to the Client. The procedure for commission fees for transferring a non-activated License to the Client is determined by Section 4 of this Agreement. In any of the above methods, the Client receives the License under a direct License Agreement concluded with the Company by accepting the relevant offer on the Company's Website.

3.4. To sell a non-activated Pro License to a Client and receive a commission fee, the Partner shall have the “Active” status.

3.5. If the Partner has activated the License, it is impossible to resale or transfer it for temporary use to the Client. Switching from the Pro Smart program to Pro is impossible.

3.6. The Partner has the right to transfer a non-activated Pro License only after passing the certification of knowledge of the Product in the User profile. This paragraph applies to Partners operating in the territory of the Commonwealth of Independent States, regardless of their residency status.

3.7. It is not allowed to transfer the License to another person. The License is activated once during the registration process in the application.

3.8. To ensure the quality of the Product, as well as the availability of the specified features, we strongly recommend familiarizing with the free demo version of the UDS User profile, which presents the features of the Account. You can find the demo version on the website www.uds.app. By making a payment, you confirm the availability of the specified features in proper quality.

3.9. The Partner can activate one Pro License for themselves. In this case, the Partner becomes a Client with a Partner account.

3.10. The Partner has no right to contribute to the underestimation of the cost of the License or Packages for the Client by their actions, in particular, to promise or provide the Client with discounts at the expense of the reward received for Recommendations.

3.11. The Partner has no right to communicate with the Client who is already registered in the Application by another Partner of the Company. Communication with the Client means a personal meeting, making calls, transferring information materials personally or sending letters and messages to the Client.

3.12. If the Partner refunds money to the Client due to misrepresentation or poor quality product sale, the Partner's reward is subject to withholding.

4. AMOUNT OF PARTNERS' REWARD FOR PRODUCT RECOMMENDATION

4.1. To receive a reward for Product Recommendation, the Partner shall pay a Subscription fee in the amount of 50 c.u. per month.

4.2. Any Bonus points and other rewards covered by paragraph 4 of this Agreement may be credited to the Partner's accounts only if the Partner account has the "Active" status.

4.3. To receive the rewards covered by paragraph 4.7.1.8. of this Agreement, the Partner should purchase one of the Packages specified in paragraph 3.1. of this Agreement, or sell a certain number of Licenses to Clients.

4.4. If the Partner activates a Pro License for themselves, the Client's Subscription fee is added to the Partner's Subscription fee.

4.5. The amount of reward is calculated using the "Binar" and "Classic" systems simultaneously.

4.6. If the Client fails to pay the Subscription fee and/or does not pay the License fee in the manner covered by this Agreement, the License granted to such Client may be returned to the Partner. It is understood that the Client retains the right to resume payment of the License fee in the manner covered by this Agreement.

4.7. "Binar" system:

4.7.1. If the License or Package is sold based on the Partner's Recommendation:

4.7.1.1. Three types of accounts are created in the Partner's User profile: the right team bonus account, the left team bonus account, and the personal account.

4.7.1.2. Any Bonus points and other rewards covered by paragraph 4.7. of this Agreement may be credited to the Partner's accounts only if the Partner's Account has the "Active" status.

4.7.1.3. If a new Partner makes a personal turnover on the Company's website using the Active Partner's referral ID number, the new Partner acquires the "Personally invited Partner" status, and cash rewards are credited for the Recommendation to the Active Partner's account in the amount of: 100 c.u., if the new Partner acquires the "Start Business" package, 200 c.u., if the new Partner acquires the "Business" package, 500 c.u., if the new Partner acquires the "Premium" package, 1,000 c.u., if the new Partner acquires the "VIP" package.

4.7.1.4. If a new Partner with the "Start Business" status acquires the "Business" package, then an additional cash reward in the amount of 100 c.u. is credited to the account of his Active Partner-Curator. If a new Partner with the "Start Business" status acquires the "Premium" package, then an additional cash reward in the amount of 400 c.u. is credited to the account of his Active Partner-Curator. If a new Partner with the "Start Business" status acquires the "VIP" package, then an additional cash reward in the amount of 900 c.u. is credited to the account of his Active Partner-Curator.

4.7.1.5. If a new Partner with the "Business" status acquires the "Premium" package, then an additional cash reward in the amount of 300 c.u. is credited to the account of their Active Partner-Curator. 4.7.1.6. If a new Partner with the "Business" status acquires the "VIP" package, then an additional cash reward in the amount of 800 c.u. is credited to the account of their Active Partner-Curator for a personal Recommendation.

4.7.1.7. If a new Partner with the "Premium" status acquires the "VIP" package, then an additional cash reward of 500 c.u. is credited to the Active Partner-Curator account.

4.7.1.8. If a new Partner in the left or right team purchases a product, regardless of whose “Personally invited Partner” they are, 1 point is credited to the bonus account of the corresponding Partner team (left or right) if the new Partner has acquired the “Start Business” package, 3 points if the new Partner has acquired the “Business” package, 10 points if the new Partner has acquired the “Premium” package, 20 points if the new Partner has acquired the “VIP” package.

4.7.1.9. A Partner's account which has received the “Start Business” status can give higher no more than 1 point in total, the one which has assigned “Business” status can give higher no more than 3 points in total, the one which has received the “Premium” status can give higher no more than 10 points, the one which has received the “VIP” status can give higher no more than 20 points.

4.7.1.10. Partners who have received the “Start Business” status have the right to receive no more than 1 point to their bonus account for a new Partner in their left or right teams, regardless of what Status the new Partner has acquired in their left or right teams.

4.7.1.11. Partners who have received the “Business” status have the right to receive no more than 3 points to their bonus account for a new Partner in their left or right teams, regardless of what Status the new Partner has acquired in their left or right teams.

4.7.1.12. Partners who have received the “Premium” status have the right to receive no more than 10 points to their bonus account for a new Partner in their left or right teams, regardless of what Status the new Partner has acquired in their left or right teams.

4.7.1.13. Partners who have received the “VIP” status have the right to receive no more than 20 points to their bonus account for a new Partner in their left or right teams, regardless of what Status the new Partner has acquired in their left or right teams.

4.7.1.14. After the left and right teams of the Partner accumulated the same number of points in an amount multiple of 1 point in each team of the Partner, covered by paragraph 4.7.1.8. of this Agreement, the said points are converted into cash to the corresponding account of the Partner at the rate of 1 point = 30 c.u. Each Partner receives 10% of the income of their Personally invited Partners in the Binary system.

If the total number of the Partner's Financial cycles reaches 40 in a reporting week, the Partner receives 10% of the income of the Personally invited Partners, as well as 10% of the income of the Personally invited Partners of their Personally invited Partners during the next reporting week.

If the total number of the Partner's Financial cycles reaches 100 in a reporting week, the Partner receives 10% of the income of the Personally invited Partners and their Personally invited Partners up to the 3rd generation during the next reporting week. In case of failure to purchase the packages specified above, this bonus is not credited for the next week.

This paragraph applies only to the income specified in paragraph 4.7.1.8. of this Agreement.

4.7.1.15. Any Bonus points and other rewards may be credited to the Partner's accounts only if the Partner's Account has the “Active” status. The rewards covered by paragraphs 4.7.1.8. - 4.7.1.13. of this Agreement may be credited only if the Partner's account has the “Active” and “Qualified” statuses.

4.7.1.16. The Partner who has received the “Start Business” Status and higher receives 1 active Business place and 2 inactive Business places, which are linked to one User profile and one single Subscription fee. The two lower Business places are not active for crediting of Bonus points. Bonus points are credited only from the moment when the total number of Financial cycles of the Partner reaches 100 (One hundred) for the reporting week once.

4.7.1.17. The Partner may not receive reward from the Company, covered by paragraph 4.7.1.8. of this Agreement, in an amount exceeding 50,000 c.u. for 7 (seven) calendar days, regardless of any other terms of this Agreement.

4.7.1.18. The Partner who has received a Status lower than the “Business” Status may not receive reward from the Company stipulated by paragraph 4.7.1.8. of this Agreement, in an amount exceeding 1,000 c.u. for 7 (seven) calendar days, regardless of any other terms of this Agreement.

4.7.2. If the License is sold to the Client.

4.7.2.1. Any Bonus points and other rewards stipulated by paragraph 4.7.2. of this Agreement may be credited to the Partner's accounts only if the Partner's account has the “Active” status.

4.7.2.2. The Partner Recommends the product to the Client without using the Licenses within the purchased package.

4.7.2.2.1. If the Client pays Subscription fee for the Lite License, the Partner receives a cash reward in the amount of 11 c.u. per each one.

4.7.2.2.2. If a new Client purchases a Lite License, 1 c.u. is credited to the bonus account of Partners up to the 7th generation, except as the Account of the Partner who invited the new Client to the Lite tariff.

4.7.2.2.3. If a new Client purchases a Pro License at the Pro Smart rate on the Company's website using the Active Partner's referral ID number, without using Licenses in the Partner's package and pays for the License at the Company's rates, then a cash reward of 100 c.u. is credited to the account of the Active Curator of this Partner. 20

c.u. is credited to the bonus account of Active Partners of the Curator of the partner who invited the client, up to the 7th generation. The exception is the account of the Curator themselves.

4.7.2.2.4. If a new Client purchases a Pro License under the Pro Smart tariff on the Company's website using the Active Partner's referral ID number, without using Licenses in the Partner's package and pays for the License at the Company's tariffs, then a cash reward in the amount of 400 c.u. is credited to the Active Partner's account.

4.7.2.2.5. If a new Client purchases a Pro License under the Pro Smart tariff, from 1 to 2 points are credited to the bonus account of the Partner's superior team depending on the acquired status: 1 point if the partner has the "Start Business" status, 2 points if the partner has the "Business", "Premium" and "VIP" status.

The Partner who invited the new Client does not receive any points.

4.7.2.2.6. If the Client pays the Subscription fee for the Pro License under the Pro Smart tariff, the Partner receives a cash reward in the amount of 11 c.u. per each one.

This reward is credited to the Partner, if the Partner has the "Active" status.

4.7.2.2.7. Until the Client pays the full cost of the Pro License under the Pro Smart tariff, the Partner does not receive a cash reward for the payment by the Client of the Subscription fee, in the manner covered by paragraph 4.7.2.2.6. of this Agreement.

4.7.2.2.8. If a new Client purchases a Pro License under the Pro tariff on the Company's website using the Active Partner's referral ID number, without using Licenses in the Partner's package, then a cash reward for each calendar month in the amount of 45 c.u. is credited to the Active Partner's account when the Client uses a Pro License under the Pro tariff.

4.7.2.2.9. An Active Partner may receive a reward in the amount of 1.5 c.u. for each Client who purchased a Pro License under the Pro tariff on the Company's website using the referral ID number of a Personally invited Partner, without using Licenses in the Personally invited Partner's package, up to the 7th generation.

4.7.2.3. The Partner Recommends the product to the Client using Licenses within the purchased package.

4.7.2.3.1. If a new Client purchases a Pro License under the Pro Smart tariff on the Company's website using the referral ID number of an Active Partner within the purchased package and pays for it according to the Company's tariffs, then a cash reward of 1000 c.u. is credited to the Active Partner's account only if the Client has passed moderation.

4.7.2.3.2. When transferring a non-activated Pro License under the Pro tariff, the Partner's commission fee is 85 (Eighty) c.u. for each calendar month of the right paid by the Client under the Pro tariff. Their partners up to the 7th generation receive 1 c.u. to the bonus account. If the Client refuses to activate the License, the Company reserves the right for the Partner to return the corresponding activated Client License to the non-activated status.

4.7.2.3.3. The Partner receives 11 c.u. to their personal account for each payment of the Subscription Fee by the Client. If the Client pays the Subscription fee in a lump sum for the year, the Partner's reward payment procedure consists of monthly payments of 11 (Ten) c.u. per month for 10 months. This reward is credited to the Partner if they have the "Active" status.

4.7.2.3.4. If the Client pays the Subscription fee for the Pro License on the Pro Smart tariff, 1 c.u. is credited to the bonus account of the Curator of the Partner who invited the Client and the Curator's partners up to the 6th generation. The exception is the partner who activated the Pro license for themselves.

4.7.2.3.5. When the Client purchases a Pro License at the Pro Smart tariff and uses the service specified in paragraph 3.2.3 of this Agreement, in the form of payment of the cost of the Pro License at the Pro Smart tariff in parts, the Partner receives a partial repayment of the cost of the Pro License paid by the Client on a monthly basis for twelve months in the amount of 110 (One hundred and ten) c.u. per month. For each Subscription fee in the amount of 50 (Fifty) c.u. paid by the Client during the period of using the service specified in paragraph 3.2.3 of this Agreement, the Partner receives a reward in the amount of 11 c.u. per month, as well as 3 c.u. to the bonus account of the Curator of the Partner who invited the client and his partners up to the 6th generation. After the Client has fully paid the cost of the Pro License under the Pro Smart tariff in parts, the Partner shall begin to receive rewards for each payment by the Client of the Subscription fee (in the amount of 50 (Forty) c.u. per month or 400 (Four hundred) c.u. per year) in the manner covered by Section 4 of this Agreement.

4.7.2.3.6. A Partner who has not paid the Subscription fee may not receive reward stipulated by the terms of this Agreement.

4.8. If the purchase of the Company's Products occurs in conventional units on the territory of the Russian Federation, at a par value of 1 conventional unit = 80 rubles, then all rewards are credited to the account in conventional units, from the equivalent of 1 conventional unit = 80 rubles.

If the purchase of the Company's Products occurs on the territory of other countries, at a par value of 1 conventional unit = 1 US dollar, then all rewards are credited to the account in dollars (USD), from the equivalent of 1 conventional unit = 1 US dollar (USD).

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1 The Company has the right to:

5.1.1. Change unilaterally the tariff size, the procedure and amount of Bonus points crediting.

5.1.2. Block the Partner's User profile without prior notice for one of the following reasons:

- violation of one of the paragraphs of this Agreement and the rules for using the Site;
- committing acts that in one form or another cause malfunction of the Site operation;
- committing acts that negatively affect the reputation of the Company;
- violation of the anti-spam policy, including the publication of referral links on websites, landing pages and social networks inviting to register using this link. The referral link for registration should be provided exclusively to a specific person at a personal meeting or in personal correspondence.
 - public demonstration of income from the payment of commissions for the Recommendation of the Company's services and other income from the Company;
 - making independently or without consent of the Company videos about the Company, the payment and reward system, the Application and other video materials with a direct reference to the Company (including in the text of the announcer, actors) or the use of the company logo (Company projects);
 - use of the name and logo of the Company (Company projects) for the purpose of making souvenirs and other products;
 - organizing independently or without consent of the Company training business schools, parties and other events on behalf of the Company, including in offices rented by Partners for the purpose of promoting the Company;
 - indicating false information in the User profile;
 - misleading potential Partners regarding possible income received for recommending the Company's services;
 - false public statements regarding the registration of popular singers, actors, bloggers and other famous personalities, as well as famous brands, on the Site;
 - public negative statements regarding the Company's direct competitors, social networks and other companies with a similar or equivalent reward system and products.
- attracting Partners to participate in other projects with a similar or equivalent reward system or products, as well as disseminating information about them on the Site.
- creation of websites, including "landing pages" - Landing Page, promo websites using the logo, name of the Company or the Company's projects, with the purpose of inviting for registration or without it.

In this case, lost commissions as a result of blocking or suspension of the Partner's account in the User profile are non-refundable to the Partner.

5.1.3. Refuse to cooperate with the Partner in case of misuse of information regarding the Company's work, as well as creation of a negative reputation on forum and community websites.

5.1.4. Reject the registration application from any Partner at their own discretion.

5.1.5. Refuse to activate the License if, in the Company's opinion, the Client does not comply with the Product format. In this case, the License is returned to its non-activated state. Funds are non-refundable. To avoid conflict situations, it is necessary to clarify the possibility of activating the License before registration by sending a request to moderator@uds.app. with a description of the Client's company.

5.1.6. Make changes to any terms of the Agreement at their own discretion. Accepting the terms of the Agreement, the Partner undertakes to comply with all amendments and changes made by the Company. Amendments enter into force after the publication of the Partnership Agreement on the official website. If the Partner continues to cooperate with the company or receive of Bonus points and other rewards it means they accept all amendments to the Agreement.

5.1.7. At any time change the design of the Site, its content, the list of services, change or update the scripts used, software and other objects used or stored on the Site, any server applications at any time with or without prior notice.

5.1.8. Manage statistical information related to the operation of the Site, as well as information from Partners to ensure targeted display of advertising information to various audiences of Site Users. For the purposes of organizing the operation and technical support of the Site and the execution of this Agreement. The Company has the technical ability to access the personal pages of Users, which they implement only in cases established by this Agreement or in accordance with the law.

5.1.9. Terminate the Agreement unilaterally and stop paying commissions and rewards for violating the terms of this Agreement.

5.1.10. Verify the Account and Partners at any time by requesting identity documents.

5.2. The Partner has the right to:

5.2.1 Use the User profile, services and features provided by the Company in accordance with the terms of this Agreement.

5.2.2 Recommend the Company's services to third parties and receive reward in accordance with the Marketing plan specified in this Agreement.

5.2.3 Receive periodicals of the Company and other messages from the Company.

5.2.4 For support, services, training, motivation.

5.2.5 Participate in advertising and incentive competitions and programs held by the Company for Partners.

5.3. The Company undertakes to:

5.3.1. Provide access to use the site in case of payment for the selected Package in accordance with the terms of this Agreement.

5.3.2. Credit Bonus points and other rewards in accordance with the Marketing plan approved by the Company and specified in this Agreement.

5.3.3. Ensure the proper quality of the services provided.

5.4. The Partner undertakes to:

5.4.1 Follow all international, federal, state, local laws and regulations.

5.4.2 Follow all Terms and Conditions covered by this Agreement, as well as changes that the Company may implement at their own discretion over time.

5.4.3 Not affect operation of the Site and the Company.

5.4.4 Report violations of the terms of the Agreement by other Partners and Clients.

5.4.5 Each Partner is personally responsible for paying taxes on any income from the Company. The Company is not responsible for tax evasion by their Partners.

5.4.6 The Partner undertakes not to involve Partners in other projects with a similar system and products. If the Partner violates this paragraph, the Company has the right to block the Partner's Account and other Partners participating in similar projects. In this case, lost commissions as a result of blocking or suspending the account in the User profile are not subject to return and compensation.

5.4.7 The Partner undertakes not to purchase or re-register accounts of other Partners.

5.4.8 The Partner undertakes not to register, nor to persuade to register, Partners already registered in parallel and/or higher, lower branches of the Structure. If the Partner violates this paragraph, the Company has the right to block the Account of the Partner who has registered an existing Partner, as well as the new Partner Account of the existing partner. In this case, lost commissions as a result of blocking or suspension of the Partner's Account in the User profile are non-refundable.

5.4.9 The Partner undertakes not to mislead the Company by registering non-existent Clients, as well as registering Clients without their knowledge. If the Partner violates this paragraph, the Company has the right to block the Partner's and Client's Account. In this case, lost commissions, Bonus points as a result of blocking or suspension of the Account in the User profile are non-refundable.

5.4.10 The Partner undertakes to inform the Clients of the terms of paragraphs 1.5, 1.6. of this Agreement, and also to refuse to work with the Client if there is a possibility violation of these paragraphs or other terms of this Agreement.

5.4.11 If the Partner wants to register a new Partner Account in parallel and/or higher, lower branches of the Structure or/and change the Curator, the following conditions shall be met:

- failure to pay the Subscription fee for using the User profile, covered by paragraph 3.1 of the Agreement, for 3 (three) months in a row on the primary account;

- sending a corresponding request to the support service at support@uds.app with a request to block the primary account and allow registration of a new Partner Account in parallel and/or higher, lower branches of the Structure or/and change the Curator.

In this case, commissions and points in the previous Personal Account are non-refundable. Re-registration of the account is possible only by purchasing a new account. Accumulated Bonus points, commissions and team shall not be transferred to the Partner Account.

5.4.12 When using the www.uds.app website, the Partner is obliged to:

- follow the provisions of the current law of the Partner's country of residence, the terms of this Agreement and other special documents of the Company;

- provide accurate, complete and up-to-date data upon registration;

- inform the Company of unauthorized access to the Personal Page and/or unauthorized access and/or use of the Partner's password and login;

- not provide other Partners with access to their own Personal Page or to any information contained therein if this may lead to a violation of the laws of the Partner's country of residence and/or the terms of this Agreement and special documents of the Company;

- not publish on the Personal Page information and objects (including links to them) that may violate the rights and interests of other persons;

- before publishing information and objects (including, but not limited to, images of other persons, other people's texts of various content, audio recordings and videos), be responsible for the legality of their publishing;

- keep confidential and not provide to other Partners and third parties personal data (including, but not limited to, home addresses, telephone numbers, addresses, e-mail, ICQ, passport data, banking information) and information about the private life of other Partners and third parties that became known to them as a result of communication with other Partners and other use of the Site without obtaining the appropriate prior permission from the latter;

- make backup copies of the Partner's important information stored on their Personal Page.

5.4.13 In case of doubts regarding the legality of certain actions, including publishing information or providing access, the Company recommends refraining from the latter.

5.4.14 The Partner is obliged to pay the Subscription fee in due time.

5.4.15 The Partner may carry out Recommendations for Product Licenses without purchasing wholesale Packages specified in this Agreement. In such cases, rewards for the Recommendations made by the Partner are credited in accordance with clause 4.7.2.2. of this Agreement. For this, the Partner must register on the Website as a Partner, pay a one-time cost of concluding the Partnership Agreement amounting to 8,000 rubles, and pay a monthly Subscription Fee for using the Partner Account in the amount of 4,000 rubles. The specified Partner cannot register other Partners in their team and does not participate in receiving rewards from the actions of other Partners, as stipulated in sections 4.7 and 4.8 of this Agreement.

6. PROHIBITIONS AND RESTRICTIONS

6.1 The Partner may not assign any rights or delegate any obligations under this Agreement without the prior written consent of the Company. Any attempt to transfer or assign rights without the written consent of the Company gives the right to challenge the actions of the Partner.

6.2 Due to legal and tax aspects, the Company is forced to limit the sale of their products and the presentation of their capabilities to Partners in countries where such activities may be considered illegal. Therefore, the Partner has no right to sell, advertise, promote the Application (refrain from Recommendations) in countries and territories that have not been officially agreed with the Company. The Partner shall agree on Recommendations and the implementation of Licenses in certain countries with the Company at the following URL: support@uds.app.

Information for all Partners planning to do business in the Republic of India (Foreigners undertaking).

6.3 Partners may not use or attempt to register any of the Company's trade names, trademarks, service names, service marks, product names or any derivatives thereof as domain names on the Internet.

6.4 The Company prohibits the use of their trade names, trademarks, designs or symbols by any person, including the Company's Partners, without the prior written permission of the Company. Partners may not sell or distribute recordings of any of the Company's events or speeches by their representatives without the written permission of the Company, nor may Partners sell or use audio or video recordings of any of the Company's presentations for personal purposes.

6.5 Partners shall not respond to media inquiries regarding the Company, the Product or the Services. All inquiries from any media shall be immediately forwarded to the Company's Marketing Department.

6.6 Partners shall not use oral or written statements made regarding the Company, the Services or the Company's Marketing Plan that are not expressly contained in the Company's official materials and documents that may mislead potential Clients or Partners.

6.7 Partners shall be fully responsible for all of their oral or written statements made regarding the Company, the Services or the Company's Marketing Plan that are not expressly contained in the Company's official materials and documents.

6.8 The Agreement between the Company and their Partners does not create any employment or agency relationship. Partners are not considered employees of the Company for the purposes of federal, regional, local or other taxation stipulated by the law of the country of residence. All Partners are personally responsible for deducting local, regional, federal and other taxes stipulated by the law of the country of residence from all compensation and reward received by the Partner from the Company.

6.9 The name of the Company and other names that may be approved by the Company are the Company's own trade names, trademarks and service marks. It is prohibited to use of the name or logo of the Company (Company projects) on any product that is not manufactured by the Company.

6.10 Persons under 18 years of age may not participate in the Company's Marketing Plan and receive cash reward for Recommendations. The Partner is personally liable for violation of this paragraph, as well as for misleading the Company regarding their age by providing false information during registration.

6.11 The Partner has no right to sell, transfer, gift, or perform other legal actions to transfer the Partner Account to third parties.

6.12 In the case of the Partner's death, their account may be transferred to their heirs. The Company shall be provided with relevant legal documents to ensure the correct transfer of the Partner Account. The heir acquires the rights to all bonus points and other rewards of the deceased Partner if they fulfill the following conditions. The successor(s)/candidate shall:

- Follow the terms of the Agreement and other rules of the Company;
- Follow the terms and conditions of the Agreement and other rules;

To inherit the Partner Account, the successor/candidate shall provide the Company with the following documents:

- a scan of the original Death Certificate;
- a notarized copy of the will or other document certifying the right of the successor/candidate to inherit the Partner Account.

6.13 When directly using the Site, the Partner is prohibited from:

6.13.1 Registering as a Partner on behalf of or instead of another person ("fake account") or registering a group (association) of persons or a legal entity as a Partner, although registration on behalf of another individual or legal entity is possible, subject to obtaining the necessary powers in the manner and form stipulated by the law of the Partner's country, to act as a representative of such person;

6.13.2 Mislead Partners about their identity by using the login and password of another registered Partner;

6.13.3 Distort information about themselves, their age or their relationships with other individuals or organizations;

6.13.4 Illegally upload, store, publish, distribute and provide access to or otherwise use the intellectual property of Partners and third parties;

6.13.5 Carry out mass mailings of messages without the consent of Partners;

6.13.6 Use software and perform actions aimed at malfunction of the normal operation of the Site and their services or the personal pages of Partners;

6.13.7 Upload, store, publish, distribute and provide access to or otherwise use viruses, Trojans and other malicious programs;

6.13.8 Use automated scripts (programs) to collect information on the Site and/or interact with the Site and their services without the special permission of the Company.

6.13.9 Try to gain access to the login and password of another Partner by any means, including but not limited to, fraud, abuse of trust, hacking;

6.13.10 Carry out illegal collection and processing of personal data of other persons;

6.13.11 Use personal data to register multiple accounts.

6.13.12 Publish any other information that, in the personal opinion of the Company, is undesirable, does not correspond to the purposes of creating the Site, infringes on the interests of Partners or for other reasons is undesirable for publishing on the Site.

6.14 In case of violation of one of the paragraphs of Section 6 of this Agreement, the Company has the right to suspend or block the Partner's Account on the Site and in the Personal Account, as well as delete the necessary information from the Partner's page. In this case, lost commissions as a result of blocking or suspension of the Partner's Account in the User profile are non-refundable to the Partner.

7. TERMINATION OF THE AGREEMENT

7.1. Forced termination

If the Partner violates any of the terms of this Agreement, including any amendments that may be made by the Company at their own discretion, it may result in forced, unilateral termination of the Agreement with the Partner. In this case, lost commissions as a result of termination of the Agreement, blocking of the Partner's Account in the User profile are non-refundable to the Partner.

7.2. Refusal to extend the Agreement

Upon expiration of the Agreement, the Company has the right to decide to refuse to extend the Agreement for a new term.

8. OTHER TERMS

8.1 By conventional units (c.u.) it is understood the following nominal value:

- for buyers from the Russian Federation - 1 c.u. equals 80 Russian rubles;
- for buyers from other countries - 1 c.u. equals 1 US dollar;

8.2 The cost of the License and Package does not include taxes applicable by current law. If, under the law of the country of which the Partner is a taxpayer, taxes or other mandatory payments shall be paid for the purchase of the License/Package, then the cost of the License/Package shall be increased by the amount of the tax/mandatory payment in such a way that after the Partner independently calculates the tax/mandatory payment, the Licensor receives the cost of the License/Package calculated excluding the tax/mandatory payment.

8.3 Without prejudice to the provisions of paragraph 8.2 of this Agreement, under this Agreement the Partner shall make all the payments to the Company without set-off or counterclaim and without deduction or against any present or future taxes or charges imposed, levied or assessed by any competent authority or by any

jurisdiction where the Partner may elect to make payments under this Agreement. If any payment is subject to any such tax or charge, the Partner shall pay to the Company such additional amount as may be necessary to ensure that the Company receives the full amount equal to the amount it would have received if the payment had not been subject to such tax or charge. In case the Company subsequently recovers such tax or charge for such increased payment, it shall refund to the Partner such tax or charge. The Partner shall refund to the Company, on demand, the expenses incurred in connection with the exercise or preservation of any right under this Agreement.

8.4 The Partner agrees that they act as a Partner; they are not an employee and/or co-owner of the Company. The Partner agrees that they will be fully responsible for paying all their incurred expenses, including travel, meals, accommodation, secretarial services, office, long-distance calls and other expenses related to the use of the Site.

8.5 The Partner understands that they are not considered by the Company as an employee for the purposes of federal, regional and local taxation. The Company is not responsible for withholding, and shall not withhold or deduct from the amount of reward paid by the Company to Partners, taxes to the insurance fund or any other taxes stipulated by the law of the country of residence.

8.6 If any provision of the Agreement is found to be invalid or unenforceable, only that part of the provision that was found to be invalid or unenforceable shall be severed from the Agreement to make the necessary changes to obtain legal force. The Agreement shall retain its integrity and legal force.

8.7 An electronic file or a facsimile copy of this Agreement shall be equal to its original in all respects.

8.8 The Company shall not be liable for any promises and guarantees given by the Partner to anyone if they contradict the approved Marketing Plan, Bonus points crediting systems and the terms of the Company documents on the Company's official website at www.uds.app. Therefore, the Partner shall familiarize with all documents on the Site, as well as brochures and notifications of the Company and adhere to all terms and conditions of the Company.

8.9 The Partner understands that they are not an employee of the Company. Therefore, the Partner has no right to create any legal relations with the Company or act on their behalf.

8.10 The Company is engaged in the provision of services for the use of the Website www.uds.app. Therefore, the Company does not guarantee that the Partner can earn money on this. The reason for this is that the Company is engaged in the sale of Packages and Licenses, and is not engaged in and will never be engaged in the sale of the opportunity to earn money. It is also important to note that the examples used in the Company's presentation or in their marketing materials are intended solely to help to understand the principle of the Marketing Plan. These are fictitious examples intended for educational purposes, they are in no way an example, guarantee or forecast of the income or profit that an individual will receive as a Partner of the Company.

8.11 The Partner is solely responsible for any damage to the user's computer systems or mobile devices, or loss of data, that occurs as a result of downloading any such materials. The Partner understands and agrees that their use of the services is at their own risk. The Company is not responsible for the Partner's business activities. The Site or its services may or may not be suitable for specific purposes.

8.12 The Partner, who receives commissions and rewards from the Company, stipulated by the Marketing plan, covered in this Agreement, is solely responsible for compliance with the law of their country regarding the repatriation of foreign exchange earnings, currency regulation and currency control.

8.13 The Partner acknowledges that they have read, understood and agree with the terms of this Agreement, and agree that it is the exclusive and complete statement of the Agreement between the parties and it replaces and combines all previous proposals, agreements and understandings, oral or written, regarding the subject of this Agreement.

8.14 Any actions performed using their login and password are considered to be performed by the relevant Partner, unless the Partner proves otherwise. In case of unauthorized access to the login and password and/or the Partner's Personal Page, or distribution of the login and password, the Partner is obliged to notify the Site Administration immediately.

8.15 In case the Partner disagrees with these Rules or their updates, the Partner is obliged to refuse to use it and inform the Site Administration.

8.16 Cookies. We use "cookies". Cookies, which are saved on users' computers, are small text files. Cookies are saved on the computer's hard drive and exchange data with the Company's servers only when the Partner visits. This allows the Company to track aggregate indicators (total number of visitors, number of pages viewed).

8.17 Cookies may also be used in advertising campaigns, lotteries and other contests sponsored by uds.app or uds.app partners. The Partner's web browser most likely allows the acceptance of cookies, but the Partner may prohibit cookies in the browser settings. The Partner shall understand that prohibition of cookies may lead to malfunction in the operation of certain features of the Site.

8.18. All disputes and disagreements between the Parties shall be settled through negotiations. If the Parties cannot settle disputes or disagreements independently, they shall resolve them in court at the location of the defendant.

8.19. Refund Policy.

8.19.1. If the Partner wants to return the Package, they shall contact the support service with a corresponding application for a refund within 24 (twenty-four) hours from the date of payment. The application shall include your passport details and ID number. Based on the results of the received application, the Company makes a decision within 42 (forty-two) business hours. In case of refund, the account is blocked without the possibility of recovery. Bonus points, funds, commissions and other rewards are canceled or subject to return by the Partner. If this condition is met, the Company guarantees a refund within 30 (thirty) calendar days from the date of the application, depending on the time it takes for the funds to be received on the card by the issuing bank. Commissions for bank and other transfers are non-refundable.

8.19.2. By this agreement, the Partner understands that in case of receiving any first commission from the Company, he loses the right to a refund.

8.19.3. In case of switching to a Package with a larger number of Licenses, the 24-hour reporting period for a refund is counted from the start of the purchase of the first Package.

8.19.4. In case of switching to a package with a larger number of Licenses, funds are not subject to refund, because they confirm satisfaction with the Product.

8.19.5. Switching to a Package with a smaller number of Licenses, refund of part of the funds paid for the Package by refusing some Licenses included in the Package is not allowed.

8.19.6. The term of this agreement is one calendar year from the date of activation and, in the absence of mutual claims, is automatically extended for the same period. The cost of concluding this agreement is 100 (One Hundred) c.u.

8.20. This Agreement is concluded by accepting a written offer. The absence of a signed hard copy of the Agreement between the Parties, with the signatures and seals of the parties, in case of actual payment by the Partner, is not grounds for considering this Partnership Agreement not concluded.

9. TERMS OF INTELLECTUAL RIGHTS

9.1 Exclusive rights to Content published on the Site.

9.1.1 All objects published on the Site, including design elements, text, graphic images, illustrations, videos, scripts, programs, music, sounds and other objects and their collections (hereinafter referred to as Content), are objects of exclusive rights of the Company, Partners and other copyright holders, all rights to these objects are protected.

9.1.2 Except for the cases stipulated by this Agreement and applicable law, no Content may be copied (reproduced), processed, distributed, displayed in a frame, published, downloaded, transferred, sold or otherwise used in whole or in part without the prior permission of the copyright holder, except in cases where the copyright holder has explicitly expressed their consent to the free use of the Content by any person.

9.1.3 By publishing Content legally owned by the Partner on the Site, the Partner grants other users a non-exclusive right to use it by reviewing, reproducing (including copying), processing (including printing copies) and other rights solely for the purpose of personal non-commercial use, except in cases where such use causes or may cause harm to the legally protected interests of the copyright holder.

9.1.4 The Partner may use Content, access to which was obtained solely for personal non-commercial use, provided that all authorship marks (copyrights) or other authorship notices are preserved, the author's name is preserved unchanged, and the work is preserved unchanged.

9.1.5 In addition to their own Content, the Partner may not upload or otherwise make publicly available (publish on the Site) Content from other sites, databases and other results of intellectual activity in the absence of the explicit consent of the copyright holder to such actions.

9.1.6 Any use of the Site or Content other than as permitted in these Rules or in the case of the express consent of the copyright holder to such use, without the prior written permission of the copyright holder, is strictly prohibited.

9.1.7 Unless otherwise expressly stated in this Agreement, nothing in this Agreement may be considered as a transfer of exclusive rights to the Content.

9.2 Liability for Violation of Exclusive Rights.

9.2.1 The Partner is personally responsible for any Content or other information that they upload or otherwise make publicly available (publish) on or through the Site. The Partner has no right to upload, transfer or publish Content on the Site unless they have the appropriate rights to do so, acquired or transferred to them in accordance with the law of the Partner's country.

9.2.2 The Company may, but is not obligated to, review the Site for prohibited Content and may delete or move (without warning) any Content or users at their own discretion, for any reason or for no reason, including

without limitation moving or deleting Content that, in the Company's personal opinion, violates these Rules, international law and/or may violate the rights of, harm or threaten the safety of other Partners or third parties.

9.2.3 By publishing their Content on the Site, the Partner grants the Company the right to make copies of their Content. Content for the purpose of organizing and facilitating the publication and storage of user Content on the Site.

9.2.4 By publishing their Content on any part of the Site, the Partner automatically grants the Company a non-exclusive right to use it free of charge by copying, publicly performing, reproducing, processing, translating and distributing it for the purposes of the Site or in connection with them, including for its popularization. For the said purposes, the Administration may produce derivative works or insert the Partner's Content as components into relevant collections, perform other actions that serve to achieve the said purposes.

9.2.5 If the Partner removes their Content from the Site, the rights mentioned in paragraphs 9.2.3., 9.2.4. of this Agreement will be automatically revoked, however, the Company has the right to keep archive copies of user Content for an indefinite period.

10. LIABILITY OF THE PARTIES

10.1 The Company and the Partner shall bear liability for failure to perform or improper performance of their obligations stipulated by applicable law and this Agreement.

10.2 The Parties shall be released from liability in case of force majeure circumstances that result in failure to perform or improper performance of obligations under this Agreement.

10.3. The Company shall not be liable for delays or failures in the performance of their obligations if the reasons for their occurrence are beyond their control i.e. due to force majeure circumstances. This includes, but is not limited to, strikes, work difficulties, riots, wars, fires, deaths, government regulations or orders of other authorities.

10.4 The Company shall not be liable for late payments due to force majeure circumstances, force majeure situations beyond the control, which occurred through no fault of the Company.

10.5 In case of questions or assumptions regarding the credit of Bonus points and other rewards, reports on the work of subordinate organizations or errors in payments, the Partner must notify the Company in writing at support@uds.app within 30 days from the date of the alleged error. The Company will not be liable for any errors, omissions or problems that it has not been notified of within 30 days.

10.6 The Partner is personally liable for any information that they publish on the Site, inform other Partners, as well as for any interactions with other Partners, carried out at their own risk.

10.7 Partners are responsible for their own actions in connection with the creation and publishing information on their own Personal Page on the Site, as well as in connection with the publishing information on the personal pages of other Partners and in other sections of the Site in accordance with the current law. Violation of the requirements of the Agreement and current law entails civil, administrative and criminal liability.

10.8 The Company is not responsible for temporary malfunction and interruptions in the operation of the Site and the loss of information caused by them, if they occurred through no fault of the Company. The Company is not responsible for any damage to the Partner's or any other person's computer, mobile devices, any other equipment or software, caused by or related to downloading materials from the Site or via links published on the Site.

10.9 The Company, as well as their parent and subsidiary companies, officers, shareholders, employees, successors and agents, shall not be liable for the actions of the Partners, and shall be released from all claims or suits arising from the actions of their Partners. The Company is also released from liability, losses, fines, penalties or other penalties related to the illegal activities of the Partner.

10.10 This Agreement is made in English and Russian. In case of contradictions between the versions, the Parties will be guided by the English version. The Agreement may be translated into other languages, if necessary and at the discretion of the Company, for informational purposes only.