# LICENSE AGREEMENT TO USE THE ONEENTRY PROGRAM OF ONEENTRY PORTAL CO

Valid from: May 3, 2023

City: Dubai, United Arab Emirates

This OneEntry Program License Agreement (hereinafter referred to as the Agreement) is between You and ONEENTRY PORTAL CO license number 1088250 (hereinafter referred to as the Company).

The Company has the exclusive right to transfer the rights to use the OneEntry Program (hereinafter referred to as the Program) to other persons under the terms of a simple non-exclusive license throughout the world (hereinafter referred to as the License).

If You agree to this Agreement not as an individual, but on behalf of Your company, government or other legal entity in which You operate (for example, as an employee or government official), then "You" means Your legal entity and the association of Your organization to this Agreement.

By clicking the "I Agree" button (or a similar button or checkbox) presented to You at the time of Your Order, or by using or accessing the Program, You signify Your acceptance of the terms of this Agreement.

If You do not agree to this Agreement, do not use the Program.

If the Law of Your residence prohibits You from using the Program, refrain from using it.

#### **Terms and Definitions:**

**The OneEntry Program** - an application and website management system, which is a set of data and commands presented in an objective form, including source text, a database, audiovisual works included by the Company in the specified computer program, as well as any documentation on its use, including educational modules and APIs.

User - an individual or a legal entity using the Program, regardless of citizenship or country of registration.

**API (Application Programming Interface)** - the ways of interaction of one computer program with others.

**Connection** - connection of a user application or website via API. Connection is carried out by the User independently in accordance with the technical parameters specified on the Company's Website for the duration of the paid tariff plan.

**Technical Requirements** - the User's software must be no older than two years. The User must use the licensed software. When using unlicensed versions of the software, technical problems may arise on the User's side.

**Tariff Plan** - commercial terms of the Company providing access to the Program. The Tariff Plan is an integral part of this Agreement and is valid for the paid period.

**Use of the Program** - any actions related to the functioning of the Program in accordance with its purpose, including registration in the User's Personal Account.

**Activation** - an action aimed at creating a Project in the User's Personal Account and starting to use the Program.

**Activation Code** - a set of characters (license key) that is a technical means of copyright protection and is intended for Activating the Program.

**Demo Version** - a version of the Program in which a limitation on the available functionality is established and which is intended solely for the purpose of self-acquaintance, evaluation and verification by the User of the functionality of the Program.

**Company's Website** - an information resource on the Internet via the Internet link https://oneentry.cloud, which provides the User with access to the Program and contains information about the Program: information blocks, web forms, text and graphic content, etc.

**User's Personal Account** - a section on the Company's Website, accessible to the registered User, with the help of which the User can create Projects, pay for access to the Program, and also interact with the Technical Support Service and the Company.

**Project** - information resources (website or application) of the User connected via API to the Program according to the selected Tariff Plan and having an identifier issued in the User's Personal Account during Activation.

**Content** - an information unit expressed in text, graphic, audio, visual or other form, existing in the form of a text record or file and recorded or downloaded as a result of the use of the Program by End Users. Also, the Content is the links and structures in the database, which is managed by the Program within the Project.

**Content Management** - the implementation of operations for the publication, editing, deletion or other action with the Content, including administration.

**Backup** - creating a copy of the data placed on the User's Personal Account for recovery in case of data loss or damage. The function is provided in cases where it is provided by the Tariff Plan. Backup is carried out automatically, and the data are stored on a separate server of the Company.

**End Users** - users connecting to Projects developed using the Program.

**Interface** - the visual part of the Program displayed by the browser via the Internet.

Backend - program code on the side of the Company's server.

**Subscription Period** - the period (number of days) established by the Tariff Plan, for which the right to use the Program is granted.

**Minimum Period** – the period of validity of the Subscription Period equal to 30 (thirty) calendar days, less than which the Company does not provide access to use the Program.

Greenwich Mean Time (GMT) - the mean solar time of the meridian passing through the former location of the Greenwich Royal Observatory, located near London.

**Bonuses** - discount from the price, as well as free days when using the Program in the case of promotions.

Communication Channel - a communication method that the Company uses to transmit information to the User, determining it at its own discretion, depending on the technical capabilities of the communication provider for delivering a message through the communication channels specified by the Users. In this case, the choice of a communication channel is determined by the Company. A message is considered delivered, including if it was received in the User's Personal Account as a push notification.

**Marketplace** - an e-commerce platform that provides an opportunity to purchase additional modules and functionality for the Program.

Governing Law - the law of Dubai, United Arab Emirates (UAE).

**Violation Period** - the period of validity of the Tariff Plan purchased by the User, during which the Company violated its obligations.

Cost of the Violation Period (CVP) - the cost of the Subscription Period, depending on the number of days of the Subscription Period, in accordance with the Tariff Plan \* (multiplied by) the number of days of the Violation Period.

Account - the User's data in the User's Personal Account with the assignment of a unique identification number.

**Documentation -** technical documentation and user manual for the Program, available in the User's Personal Account.

# 1. Scope of the Agreement

- **1.1.** 1.1. Under the terms of this Agreement, the Company grants the User the rights to use the Program under the terms of a simple (non-exclusive) license. The Company reserves the right, at its own discretion, to use the Program and dispose of its exclusive right to the Program, including by alienating it to another person or granting another person the right to use the Program.
- 1.2. The Program requires Internet access. The Program is paid for the selected Subscription Period. The Program is considered activated at the moment the funds are credited to the Company's account. The conditions for access to the Program are determined by the Validity Period of the Subscription Period, based on the Tariff Plan chosen by the User. The transfer of rights is considered completed at the time of activation of the Program. The User has the right to pay for several Subscription Periods, including those with different Tariff Plans.
- **1.3.** The beginning of using the Program is the date and time by GMT of crediting the User's funds to the Company's account, from which the countdown of the Subscription period begins.

#### 2. Authorized Users

- **2.1.** The User must register an Account in the User's Personal Account in order to access the Program. User registration information must be accurate, current and complete. The User must keep their contact details up to date so that the Company can send notifications, statements and other information to the User by e-mail or through the User's Personal Account. The User is responsible for all actions performed using the User's Personal Account, including orders made.
- **2.2.** The User may add additional Users to the Program and grant them certain rights. The Users may access and use the Program. The User is responsible for compliance with this Agreement by End Users, including for actions performed by them with the Content (editing, uploading, adding, deleting, etc.). The use of the Program shall be carried out solely in the interests of the User and End Users.

#### 3. Use of the Program

### 3.1. Your License Rights.

In accordance with the Agreement and the selected Tariff Plan, the Company grants the User a License to use the Program for the User's own business purposes, as well as create Projects for third parties and transfer them under the control of these third parties, by concluding an agreement on the transfer of the right to use the Project, in accordance with the current legislation of the country of Your location or the location of a third party.

#### 3.2. Restrictions.

# Unless otherwise expressly permitted in this Agreement, the User will not:

- (a) create derivative works of any part of the Program;
- (b) rent, distribute, sell, sublicense, transfer or make the Program available to a third party;
- (c) interfere with any licensing mechanism in the Program or otherwise circumvent technical mechanisms in the Program designed to restrict use;
- (d) reverse engineer, have refactored, disassemble, decompile, translate, or otherwise attempt to derive or extract the source code, underlying ideas, algorithms, file formats, or proprietary APIs for the Program, except as expressly permitted by Governing Law (and only upon prior notice to the Company);
  - (e) remove or obscure any proprietary notices or other notices contained in the Program;
  - (f) use the Program for competitive analysis or to create competitive products;
  - (g) publicly disseminate information about the performance of the Program;
  - (h) encourage or assist any third party to do any of the above.
- i) use the Program to (or for the purpose of) violating Governing Law and international law;
- j) use the Program to disrupt or interfere with the operation of third-party services, systems, sites;
  - k) use the Program to disrupt the operation of the Program itself.

For violation of the above provisions of the Agreement, the User undertakes to pay the Copyright Holder a fine of 100,000 dirhams in accordance with Art. 41 of the Federal Copyright Law No. 38 of September 20, 2021 Dubai, UAE.

- **3.3.** The User enters their name, mobile phone and e-mail address. Registration of the User's Personal Account is carried out by e-mail and/or phone number. The phone number is the User's identifier in the system, as well as a login that provides access to the User's Personal Account. In case of loss of access to the phone or inability to receive calls, a letter with a request to change the mobile phone number must be sent to the Company's email address from the contact email address specified in the User's Personal Account, the phone number must not belong to other Users. Changing a mobile operator does not prevent the User from accessing the User's Personal Account, since there is no binding by the IMEI number of the User's end device.
- **3.4.** Access to the User's Personal Account is carried out by entering a dynamic password received via the Communication Channel. The dynamic password is valid for a limited time. The User needs to enter a password in the form of the last 4 digits of the calling number or code from the message received via the Communication Channel. The period of time for entering the password is specified in the notification on the login screen, after this period the User must repeat the login procedure. In case of multiple (three or more) unsuccessful login

attempts, the User's Personal Account is blocked, and further access is carried out by contacting the Technical Support Service.

- **3.5.** After authorization in the User's Personal Account, the User can create and connect the Project. The Company does not provide the User with direct access to the server, source code, database and file storage that are used to ensure the functioning of the Program. The User can retrieve all uploaded Content through the API.
- **3.6.** Number of User Projects. The Company permits the User to use one Tariff Plan in relation to one Project owned or managed by the User.
- **3.7.** The conditions and procedure for access to the Program are determined by the current Tariff Plan. The cost of the Tariff Plan is determined by its type and Subscription Period, while each Tariff Plan has a price offer option depending on the Subscription Period, payment terms and additional options.
- **3.8.** In accordance with the Tariff Plan, the User is provided with a Backend, a database (for storing data), an administrative part (for entering/editing/deleting Content) for managing the Project. However, the Company is not responsible for the safety of the User's Content within the Project, and therefore, the User is recommended to create backup copies of the Content in the Program.
- **3.9.** The User independently connects and develops the visual part of the Project due to the fact that the Program does not provide the visual part of the Project for displaying the Content, as well as the logic for displaying and interacting with the Content. The User independently develops the visual part (frontend) for the Project and connects the Program via the API. The User may upload the Content sent via forms, as well as data of the End User in the Project, to the Program.
- **3.10.** Project Settings. The User can create several Projects in one Account. To create a new project, the User is guided by clauses 1.2, 3.6 and 3.7 of this Agreement.
- **3.11.** If it is necessary to change the Tariff Plan upwards, the transition is carried out by paying for a new Tariff Plan. The unused Subscription Period is recalculated based on the cost of the new Tariff Plan, excluding discounts and bonuses from the previous Tariff Plan. The new Tariff plan comes into effect in accordance with clause 3.7 of this Agreement, taking into account the Minimum Period.
- **3.12.** If it is necessary to change the Tariff Plan downward, the User switches to a new Tariff Plan only after the Subscription Period has expired. If by the time of the transition the User has not deleted data that exceed the limits of the new Tariff Plan, the Company deletes data automatically (without taking into account data criteria) until the threshold value is reached.
- **3.13.** If the User has not paid for the renewal of the Subscription Period, the Company disables access to the use of the Program on the day following the end of the Subscription Period, and after 14 calendar days of no payment, deletes the Project.
- **3.14.** Transferring a Copy. The User has the right to transfer the Project to another Account by contacting the Company by e-mail, indicating the e-mail address of the transferred User's Personal Account, the e-mail address of the connected Account and the Project ID. The receiving party must acknowledge receipt of the Project. The Users transfer Projects to third parties on their own, bear full responsibility for the security and completeness of the transferred

Content. Under no circumstances the Company is involved in this process and does not bear any responsibility for the result of the transfer.

- 3.15. The Program may include an integration API that ensures the interaction of the Program with third-party software, the conditions of access to which are determined by the terms of licensing of third-party software.
- **3.16.** Attribution. In any use of the Program, the Users must not remove, obscure or in any way alter the Company's following notice on all Program user interfaces: "Powered by OneEntry", which must in any case include a hyperlink to https://oneentry.cloud/, and they must be in the same format as in the Program.
- **3.17.** System Requirements. The User is solely responsible for ensuring that User's systems comply with the hardware, software, and any other applicable system requirements for the Program as specified in the Documentation. The Company will not be liable under this Agreement for problems caused by the User's use of any third party equipment or software not provided by the Company.
- **3.18.** User Support. The program is provided in accordance with the principle and custom of business "as is" generally accepted in international practice, in this regard, the Company has every right not to provide technical support.

However, the Company expresses its readiness to consider written requests, including those related to the functionality, features of the activation and operation of the Program, which come exclusively to the personal account in the "Technical Support" section and to the Technical Support email address indicated on the Company's Website.

If the User contacts the Technical Support Service with a typical question, the Technical Support Service will provide the User with a link to the User Manual. The Technical Support Service reserves the right to spend additional time necessary to provide a response to resolve technically complex issues. At the same time, the Technical Support Service informs the User about the status of the request by e-mail. The order in which requests are processed is determined by the Company.

The Company has the right to refuse to consider the request in case of violation of the ethical rules of communication, use of obscene language, threats, as well as other violations by the User.

# The Users using the Demo Version (Study Tariff) are not provided with support. Self-configuration documentation is available in the User's Personal Account.

**3.19.** Software Failure. In the event of a failure of the Program, the Company notifies the User(s) by sending a Notice of Error (Failure) to the User's e-mail address or to the User's Personal Account. Notice of Errors (Failures) is available to all Users. The User has the right to set up payment notifications, news, promotional offers, technical support response and other messages in the User's Personal Account in the "Personal Data" section. All alerts are enabled by default.

#### 4. Cost of the License and Payment Procedure.

- **4.1.** The User undertakes to pay for the right to use the Program in accordance with clause 1.2 and clause 3.7 of this Agreement.
- **4.2.** Settlements with the Users are carried out by non-cash payment using the payment system connected on the Company's Website or by transferring funds to the Company's settlement account. At the same time, all issues related to the procedure for receiving,

transferring, crediting and returning funds using the payment system are carried out in the manner and within the time limits established by the payment system operator.

- **4.3.** The right to use the Program is considered transferred in accordance with clause 1.2 and clause 3.7 of this Agreement. The passage of payment depends on the payment operator and the bank of the sender (recipient). In cases where the debiting from the User's account has passed, and the Tariff Plan (Subscription Period) has not been activated, the User must inform the Company's e-mail address with a document confirming payment in pdf format. The Company checks the information received and makes a decision in each case individually.
- **4.4.** In the event that a prepayment is made to renew the current Subscription Period, the prepaid funds will be credited from the date of the new Subscription Period. Advance payments are non-refundable to the User if the User refuses to renew a new Subscription Period. Prepayment is allowed no earlier than 30 calendar days before the end of the Subscription period, and the prepayment amount is not the basis for calculating bank interest for the purchase of funds.
- **4.5.** The obligations of the Company to transfer the right to use the Program are considered fulfilled from the moment the Program is activated. The funds paid for the Subscription Period or for several Subscription Periods are not refundable in case of refusal to use the Program and/or termination of this Agreement by the User.
- **4.6.** Third Party Products. The Users, including End Users, may use or purchase other third-party products or services related to the Program, including third-party applications or services to implement, configure, train, or otherwise. The Users' receipt or use of any third-party products or services is subject to a separate agreement between the Users and third-party providers. If the User activates or uses third-party products or services in conjunction with the Program (including third-party applications), the User acknowledges that third-party providers may access the User's Content or use the Content as required for the User's products and services to interact with the Program. This may include transferring, modifying, deleting or storing the User's Content on systems owned by third party providers or other third parties. The use of the User's Content by any third party provider is governed by the applicable agreement between the User and the third party provider. The Company is not responsible for any access to the User's Content or use of the User's Content by third party providers. The User is solely responsible for allowing third party providers access to the Content, and for the security and confidentiality of the Content when interacting with third party providers.
- **4.7.** Additional taxes and fees applicable in the jurisdiction of the User are not taken into account when paying for the Tariff Plan under this Agreement and are paid separately by the User.

# 5. Confidentiality Policy.

**5.1.** The Company may collect and process certain data and information from the Users in connection with the use of the Program by the Users, as well as otherwise in connection with this Agreement. All such data and information will be collected and used by the Company in strict accordance with the main provisions and principles of the Federal Law No. 45 "On the Protection of Personal Data in the UAE (PDPL)", which was issued on September 26, 2021 and entered into force on January 02, 2022.

The User has the following rights in relation to their personal data:

- (a) the right to receive clear, transparent and understandable information about how their personal data are used and about their rights;
  - (b) the right to amend their processed personal data;
  - (c) the right to delete personal data;
  - (d) the right to withdraw consent to the processing of personal data;
- (e) the right to restrict or block all cookies installed on the site providing access to the Program.

The Company guarantees that the processing of the User's personal data takes place using a set of technical and organizational measures, procedures and operations aimed at protecting confidentiality, secrecy, security, unity, integrity and availability of personal data.

# 5.2. The User signs the Confidentiality policy at the same time as this Agreement.

# 6. Rights, Obligations and Responsibilities of the Parties

- **6.1.** The Company provides the User with the Program in accordance with the generally accepted international practice and business practice "as is" and is not responsible for problems and shortcomings that arise and/or are detected in the process of updating, supporting and operating the Program, including without limitations compatibility problems with other software products, drivers, etc., discrepancy between the results of using the Program and the User's expectations, etc.).
- **6.2.** Using the Program, the User is fully responsible for the compliance of the information posted on their resources with the current legislation and is solely responsible for the harm caused by their actions to third parties.
- **6.3.** According to clause 2.1 of this Agreement, the User is solely responsible for the accuracy of the data. Otherwise, the Company reserves the right, at its sole discretion, to block or delete the User's Personal Account.
- **6.4.** The User is solely responsible for the security (resistance to guessing) of the password chosen, and also independently ensures the confidentiality of their password.
- **6.5.** The User is solely responsible for all actions/inactions (as well as their consequences) within or using the Program under their Account, including cases of voluntary transfer (or non-observance of confidentiality) of data for access to their account to third parties under any conditions (including contracts or agreements). At the same time, all actions within or using the Program under the User's Personal Account are considered to be performed by the User, except for cases that take place after the Company receives from the User a notification about the unauthorized use of the Program under the User's Personal Account or about any violation (suspicions of violation) of confidentiality of their password.
- **6.6.** The User undertakes to use the Program only for lawful purposes. Illegal activities include, but are not limited to: sending viruses or other harmful components, distributing drugs, attempting to gain unauthorized access to computer systems, piracy (distributing copyrighted material in violation of copyright), gambling, fraudulent schemes, sending unsolicited advertising and information (spam), using an incorrect or non-existent return email address in an email, human trafficking, distribution of pornographic materials, insulting religion, using the Program to connect applications and Websites without a domain name, as well as any incorrect actions that may lead to a violation of the rights of third parties.

- **6.7.** The Company has the right to disable the User's Project in case of violations specified in clause 6.6 of this Agreement or in case of unauthorized use by the User of the Program or server capacities identified by the Company. In this case, the return to the User of previously paid funds is not carried out.
- **6.8.** The Company does not initiate and does not control the placement by the User of any information in the process of using the Program, does not affect its integrity and safety, and also, at the time of its placement at the location of the User, does not know and cannot know whether the Program violates the rights and interests of third parties protected by law, international treaties and the current Governing Law, cannot be respectively held liable for violation by the User of the law when posting the Content. As a result, the Company cannot: be considered as an independent arbiter in disputes between the User and third parties, establish the rights of authorship for the posted Content and predetermine the correctness of one of the parties to the dispute.
- **6.9.** The Company has the right to suspend the operation of the Program for the implementation of technical work. The order and time of technical work are set at the discretion of the Company, while the Company notifies the User no later than 24 hours before the time of technical work.

The parties agree that the exact determination of the period of technical work cannot be established, since the Program closely interacts with other third-party programs, services and service providers, respectively, the performance and time to fix problems do not fully depend only on the Company.

- **6.10.** When using the Program, the procedure and conditions for the transfer of the Content via the API are established by the Company and are determined by the operating parameters of the software and hardware capacities through which information and technological interaction is carried out. The amount of the Content allowed for Backup is determined by the functionality of the Tariff Plan of the Program. In any case, the Company cannot be held responsible for the correct transmission of the Content and/or its safety. The User independently encrypts the data during their backup, the encryption key is not available to the Company, in this regard, the responsibility for the safety of the specified key rests solely with the User.
- **6.11.** This Agreement does not govern the relationship between the User and the copyright holders of all additional components from the "Marketplace" section. The Company is not responsible for the quality, error-freeness and absence of malicious components used on the Company's servers and other Internet servers, the terms of use of which are determined in a separate agreement with the respective copyright holder. The Company is not responsible for the correct operation, scope of functions of the specified components from the "Marketplace" section and/or other non-compliance of these components with the User's expectations.
- **6.12.** In case of incorrect operation of the Program, the presence of failures in the Program, the Company will take measures to correct them as soon as possible. The Parties agree that the exact determination of the time period for fixing the error cannot be established, since the Program closely interacts with other third-party computer programs, the operating system and hardware resources of the User's computer, and the performance and time for fixing problems depend not only on the Company.

- **6.13.** The Company does not guarantee the correct installation of new versions (updates) released on the terms and at the discretion of the Company. When the User decides to install a new version of the Program released by the Company, the User is obliged to create a backup copy of the Content.
- **6.14.** The Company will take all reasonable measures and carry out any reasonable actions aimed at ensuring the safety of the User's Content and maintaining the functionality of the Program. At the same time, the User is aware of the possibility of technical malfunctions and failures in the operation of the Program and agrees that the Company does not have the technical ability to predict their occurrence, notify the User of them in advance, or completely eliminate the likelihood of their occurrence. The occurrence of such malfunctions or failures, regardless of the causes and consequences, cannot be the basis for applying liability measures to the Company.
- **6.15.** The User is solely responsible for the safety of the Content and takes all necessary measures for this: creates backup copies of the Content in the Program and on their own resources. The Company is not responsible for the safety of the User's Content in accordance with clause 6.8 of this Agreement.
- **6.16.** The Company does not guarantee uninterrupted operation of the Program when installing additional components, as well as new versions (updates). In the event of technical failures, the Company acts in accordance with clauses 6.9 and 6.12 of this Agreement.
- **6.17.** The Company is not responsible for the quality, error-freeness and absence of malicious components used on the Company's servers and other Internet servers. The User unconditionally accepts the related changes in the properties, functions and quality of the Program. The User has the right to refuse to use the Program if the change in the functionality does not meet the User's expectations, while the refund for the paid period is not carried out.
- **6.18.** The User uses the Content in the Program at their own risk and is solely responsible for the possible consequences of using the Content, including for damage that this may cause to the computer or mobile device of the User or third parties, for loss of data, violation of rights or any other harm.
- **6.19.** The Company's liability for violation of the terms of this Agreement may be no more than the Cost of the Violation Period. Violation of more than 24 hours is compensated by the Company to the User on the basis that the first hour by 24 hours is considered the first day.

# **CVP)** is calculated by the formula:

- CVP = Cost of the Subscription Period / number of days of the Subscription Period \* number of days of the Violation Period.
- **6.20.** The User is solely responsible for the content of information transmitted by the User or another person under their network details via the Internet, for its accuracy, cleanliness from claims of third parties and the legitimacy of its distribution. The Company is not responsible for the content of information transmitted by the User via the Internet.
- **6.21.** The User assumes full responsibility and all risks associated with the use of the Internet through the resources and/or services of the Company.
- **6.22.** The Company has the right at any time to request from the User information that enables communication and identification of either the owner of the Account, or the owner of the ssl certificate, or the owner of one or more domains placed on the Account, as well as, if necessary, documentary confirmation of this information. In case of failure to provide

information or documentary evidence thereof within 5 (five) days, the Company has the right to terminate or suspend the provision of services and terminate the Agreement unilaterally, while the funds paid to the Company under the terms of this Agreement are not returned, any compensation (losses, penalties, etc.) are not paid.

- **6.23.** The Company is not liable for damage of any kind incurred by the User due to the disclosure of the User's Credentials by the User, or due to unauthorized access of third parties to the technical resources of the Company and its Partners. Any person who provides passwords and other confidential information required to identify the User, or uses these data for authorization in the User's Personal Account or the Program, is considered as a representative of the User acting on their behalf.
- **6.24.**The Company is not responsible for the quality of communication lines if they are provided by other organizations, as well as for delays, interruptions in work and the impossibility of full use of the Company's resources, occurring directly or indirectly due to the action or inaction of third parties, or caused by the inoperability of transport and information channels, located outside the User's own resources.
- **6.25.** In order to verify compliance with security requirements, the Company has the right to scan services, equipment and the User's information contained on it using specialized software. The Company notifies the User about vulnerabilities discovered during such checks, and the User is obliged to take measures to eliminate them.
- **6.26.** The Company provides basic information security of servers and resources, unless otherwise provided by the Tariff Plan.

#### 7. Terms of Use of the Demo Version.

- **7.1.** The User has the right to use Demo Versions of products created on the basis of the Program in order to familiarize themselves with the Program.
- **7.2.** The User independently determines the period of use of the Demo Version that the User needs.
  - 7.3. To use the Demo Versions, You must select the appropriate "Study" Tariff Plan.

# 8. Copyrights and Trademarks.

- **8.1.** The Program is the result of the intellectual activity of the Company and is subject to copyright, which is regulated and protected by Applicable Intellectual Property Law and international law.
- **8.2.** The Program operation algorithms and source codes (including their parts) are trade secrets. Any use of them or use of the Program in violation of the terms of this Agreement is considered a violation of the rights of the Company and is a sufficient reason to deprive the User of the rights granted.
- **8.3.** The Company guarantees that it has all the necessary rights to provide them to the User.
- **8.4.** Liability for copyright infringement occurs in accordance with the current Governing Law.
  - **8.5.** The User is not granted any rights to use the Trademarks.

- **8.6.** The User may not, under any circumstances, remove or change the appearance of information and the data concerning copyrights, trademarks or patents specified in the Program.
- **8.7.** Public Use Rights. The User consents to the use of their logo and other distinguishing marks in the Company's promotional materials. The Company undertakes to immediately stop using the logo and other distinguishing marks of the User upon their request sent to the Company's email address: sales@oneentry.cloud.

# 9. Dispute Resolution

- **9.1.** Unofficial Permission. In the event of any controversy or claim arising out of or in connection with this Agreement, the parties will consult and negotiate with each other and, recognizing their mutual interests, try to reach a solution that satisfies both parties. If the parties do not reach an agreement within sixty (60) days, either party may seek relief that may be available under this Agreement pursuant to Section 9.2. All negotiations under this Section 9.1 will be confidential and will be treated as negotiations of compromise and settlement for the purposes of all rules and bodies of evidence of governing law and jurisdiction.
- **9.2.** Governing Law. Dubai, United Arab Emirates (UAE). Any claim for breach of this Agreement shall be governed by the laws of Dubai, UAE, regardless of conflict of law principles.

Each party generally and irrevocably agrees that any litigation arising out of or in connection with this Agreement shall be adjudicated in full accordance with the judicial system of the city of Dubai, UAE, based on the principles of common English law and Sharia law.

**9.3.** Injunction; Law Enforcement. Notwithstanding the provisions of Section 9.1 and Section 9.2, nothing in this Agreement shall prevent the Company from seeking injunctive relief for infringement of intellectual property rights, obligations of confidentiality, or enforcement or recognition of any decision.

# 10. Changes to This Agreement.

- **10.1.** The Company has the right (and the User agrees to this) to unilaterally amend this Agreement at any time.
- 10.2. The Company has the right, in case of violation by the User of the terms of this Agreement on the use of the Program, to terminate this Agreement by notifying the User about it.
- **10.3.** Upon expiration of 6 months after the end of the User's use of the Program, the Company has the right to delete the User's registration data, as well as all information uploaded by the User when using the Program, without obligation to restore.
- **10.4.** Upon termination of this Agreement by any Party and for any reason, the User is obliged to stop using the Program completely.

#### 11. General Provisions

11.1. Notifications. Any notification under this Agreement must be made in writing. The Company may send a notification to the User by e-mail or the User's Personal Account. The User sends Notifications to the Company's email address. Notifications will be deemed to have been delivered on the first business day after they are sent.

- **11.2.** Force Majeure. A party shall not be held liable for failure to fulfill any of its obligations if it proves:
  - that such failure was the result of an impediment beyond its control;
- that at the time of the conclusion of the Agreement, it could not reasonably be expected to take into account the impediment or its consequences for the performance of the contract;
- that it could not reasonably have avoided or overcome such an obstacle, or at least its consequences.

The obstruction referred to in paragraph 1 may occur due to the following events, the list of which is not exhaustive:

- a) declared or undeclared war, civil war, riots and revolutions, acts of piracy, sabotage;
- b) natural disasters, hurricanes, cyclones, earthquakes, tsunamis, floods, destruction due to lightning;
  - c) explosions, fires, destruction of machines, factories and any installations;
- d) boycotts, strikes and lockouts in any form, slowdowns in work, occupation of enterprises or their premises, stoppages in work occurring at the enterprise of the party who requests exemption from liability;
  - e) acts of terrorism as a result of which Internet resources and equipment were damaged.
- f) any offensive maneuvers aimed at computer information systems, computer networks, infrastructures, equipment, personal computer devices or smartphones (cyber attack, cyber war, cyber terrorism).

# **Obligation to Notify**

The Party claiming exemption from liability shall, **as soon as it becomes possible** immediately after the obstacle and its consequences affecting the performance of its obligations become known to it, inform the other Party about this obstacle and the impact of its consequences on the performance of its obligations. A Notification must also be sent upon termination of the indemnification ground.

The basis for exemption from liability is valid from the moment of its occurrence if it is impossible to send the Notification in a timely manner. In this case, the absence of the Notification does not make the breaching party liable for damages.

11.3. Full Consent. This Agreement constitutes the entire agreement between the User and the Company with respect to the Program and supersedes all previous or contemporaneous oral or written communications, offers and representations between the User and the Company with respect to the Program.

# 12. Communication and Correspondence

- **12.1.** The Parties have agreed that the document flow between the Parties is carried out through the Communication Channel.
- **12.2.** The User agrees to receive any notifications from the Company through the Communication Channels. The Parties recognize this method of notification as appropriate for the fulfillment of obligations under this Agreement.
- **12.3.** In the case of electronic document flow, electronic copies of documents transmitted by one Party to the other Party via electronic communication are recognized as valid and have full legal force, including when resolving disputes between the Parties in court, and are equated

to paper documents signed with a handwritten signature, since access to the relevant Communication Channels indicated on the Company's Website are available only to the Parties themselves and authorized representatives.

- 12.4. In the case of electronic document flow, any screenshots, including the correspondence of the Parties received (sent) via the Communication Channels, as well as other correspondence, are recognized as valid and fully legally binding, including when resolving disputes between the Parties in court. The Communication Channels are recognized as valid and have full legal force, including when resolving disputes between the Parties in court.
- 12.5. The Parties to this Agreement recognize the legal force of the texts of notifications and messages sent by the Parties to each other through the User's Personal Account, as well as to email addresses, mobile phones, other means of communication, as well as the exchange of electronic messages through the Website.

Outgoing and incoming messages through the Communication Channels are considered sent and received by authorized persons of each of the Parties.

- **12.6.** In case of disagreement on the facts of sending, receiving messages, the time of their sending and their content, the Parties agreed to consider the Company's archival service reliable and final for resolving disagreements between the Parties.
- **12.7.** The Parties assume full responsibility for the actions of their employees who have access to the Communication Channels and ordered services.
- **12.8.** All correspondence and settlements between the Parties are conducted in accordance with the latest relevant details posted on the Company's Website.
- **12.9.** All actions of the Users after their authorization in the Program and in the User's Personal Account are considered to be committed by the Users themselves.