

## “QUANTEK” LLC Terms of Use (edition 2020)

### 1. GENERAL PROVISIONS

1.1. The present “QUANTEK” LLC Terms of Use (hereinafter referred to as the Terms) govern the relationship between “Quantek” and the User when providing the following “Quantek” services:

- services to provide the User with access to the system that ensures processing, queuing, sending SMS, choosing the appropriate route for delivering SMS to subscribers, as well as receiving all necessary statistical information on the status of messages sent, their quantity, cost and balance status (SMS Messaging Services) (hereinafter referred to as the Services),

under the terms specified in the current document, as well as in additional agreements to be concluded at the discretion of the Parties at times. The list of “Quantek” services is not exhaustive.

1.2. The User acknowledges and agrees that the Services offered by “Quantek” may not always be available for purchase and that it is at the sole discretion of “Quantek” to decide whether or not such Services shall be made available to the User at any particular time. “Quantek” shall have no liability in connection with the mentioned limitation, including but not limited to liability for failure to provide the Services at any particular time.

1.3. The Terms is a public offer in accordance with art. 437 of the Civil Code of the Russian Federation. By initiating access to “Quantek” Services and by actually using “Quantek” Services, the User expresses full and unconditional acceptance of these Terms, confirms having read and agreed to the conditions specified in the Terms and undertakes to comply with the conditions of the Terms. In case the User is a legal entity, the latter confirms that the legal representative of such legal entity acting on the basis of appropriate documents agrees to the conditions specified in the present document.

1.4. The Parties reserve the right to conclude a separate agreement on mutual provision of services, with these Terms being a supplement to such an agreement, and the terms of such an agreement shall prevail over the present Terms.

1.5. These Terms regulate the rights and obligations of the User and “Quantek”, as well as relations with third parties whose rights and interests may be affected by the User's actions.

1.6. The current version of the Terms is available on the following page: The Terms can be amended by “Quantek” unilaterally without prior notice by posting a new version of the Terms at the indicated address on the Internet. The new version of the Terms comes into force from the date of publication on the Internet, unless otherwise stipulated by the new version of the Terms. “Quantek” may notify the User of changes to the Terms by email and/or notification

in the User's account. By accepting the Terms, the User acknowledges that they approve of receiving information including amendments to the Terms by email or through the Site.

- 1.7. Any User who does not agree with the current revision of the Terms in whole or in part shall cease any use of the Services.
- 1.8. Violation of the Terms by the User may result in termination of access to the User's Personal Account or deletion of such User's Personal Account, as well as full or partial restriction of access to the User's Personal Account without prior notice.

#### 1.9. *Terms and definitions*

For the purposes of the present document, the following terms have the following definitions:

*Personal Account* — a web-based interface located on servers of "Quantek" and third parties working with "Quantek" for the provision of the Services, which presuppose the parties to the present Terms to exchange legally and technically significant information relating to the Services (selecting specific Services, viewing statistics on the services provided, generating reports, tracking the Balance status).

*Account* — the User's account created by "Quantek" in its System, which contains the User's aggregate data, personal information and settings necessary to authenticate the User for the provision of "Quantek" Services.

*Balance* — an analytical virtual account within the Personal Account, which serves to record the volume of services rendered, crediting and spending the money prepaid. The Balance is generalized information about the number of Services that can be received by the User (positive balance value) or was used by the User after the payments made for the Services in advance were spent in full (negative balance value).

*User* — an individual entrepreneur, acting without forming a legal entity, or a legal entity duly registered under the laws of any jurisdiction of the world, initiating and/or possessing data for using an account on the Website and/or in the System, and/or actually using the Services.

*Provider* — a legal entity providing mobile radiotelephone communication services.

*Service Package* — a defined scope of certain types of services that "Quantek" undertakes to provide to the User in a certain period of time. The particular set of services, period and cost of the Service Package are determined by "Quantek" rates.

*User's Customer* — a legal entity or a person who has established a contractual legal relationship with the User for the fulfillment of which the User commissions "Quantek" to provide the Services.

*"Quantek"* — "Quantek" Limited Liability Company, registered in the Russian Federation under the laws of the Russian Federation, Registration Number (OGRN) 1147847440135, Taxpayer Identification Number (TIN) 7816601369, registered address: 194044 Russia, Saint Petersburg, B. Sampsoniyevsky Av., 60 Building A, room 1-H, which is the owner and provider of the Internet site <https://qntk.ru> (the Website), the owner of the technological platform,

integrated on the Site, and providing Services in accordance with these Terms and/or other mutual service agreements with the User.

#### *1.10. Interaction and communication*

The User hereby accepts the procedure of interaction with “Quantek” in the electronic form, when all communications according to the Terms are carried out by the parties through the feedback form on the Website, by email or other means of electronic communication. The chosen means of electronic communication between the parties does not apply to the exchange of accounting documents and other documents, the exchange of which in the original is required by the current legislation of the Russian Federation.

For the purposes of these Terms, the User shall reach “Quantek” at the following contact addresses: [contact@quantektele.com](mailto:contact@quantektele.com).

## 2. USER ACCOUNT

- 2.1. To start using “Quantek” Services, it is necessary to register and create a Personal Account on the Website and/or the third party webpage used to interact with “Quantek” in relation to the provision of the Services.
- 2.2. In order to complete the Personal Account registration, the following information is to be provided:  
- name, - email address, - phone number, - message text (at the person's discretion).
- 2.3. By initiating the registration you confirm your expressed consent to the processing of personal data in accordance with “Quantek” Consent to Process Personal Data and in accordance with Federal Law “On Personal Data” No. 152-FZ dated July 27, 2006. If “Quantek” has reasons to believe that the information provided by the User is not accurate and up-to-date, “Quantek” reserves the right to terminate access to the User's Personal Account or delete the User's Personal Account at its own discretion.
- 2.4. Upon receipt of a request to register a Personal Account, “Quantek” shall provide the User with the login and password to enter the User's Personal Account and the link to enter the User's Personal Account. The password for the Personal Account is linked to the email address specified by the User when filling in the registration form on the Website.
- 2.5. After registering a Personal Account, the User will have access to an API key, which the User can use to integrate the Personal Account with the User's accounts on other cloud platforms. “Quantek” allows integration of the Personal Account with other cloud platforms and vice versa.
- 2.6. After registering a Personal Account, an Account will be registered in the User's name by “Quantek” for the purposes of identifying the User in the System when providing Services to the User.

- 2.7. The User is responsible for the safety and confidentiality of data required to access the Personal Account. The User undertakes not to transfer the Personal Account credentials to third parties, as well as not to allow the use of the Personal Account by third parties. These requirements do not apply to employees and/or representatives of the User to whom the User provides access to the Personal Account by creating a separate account for such an employee/representative in the Personal Account. The User is responsible for all actions taken in the Personal Account, including by employees/representatives of the User. The User undertakes to notify “Quantek” immediately of any unauthorized access or use of the Personal Account. “Quantek” shall not be liable for any damage caused to the User in connection with unauthorized access to the Personal Account. The User is responsible for the timely installation of any software and/or equipment necessary to use “Quantek” Services.
- 2.8. If the User violates the present Terms, “Quantek” has the right, at its sole discretion, to suspend the User's access to the Personal Account, suspend any User activity in the Personal Account and/or delete the User's Personal Account.

### 3. PAYMENT ARRANGEMENTS

- 3.1. Payments for “Quantek” Services shall be made according to “Quantek” rates available to the User in the User's Personal Account and/or provided to the User by “Quantek”. “Quantek” tariffs are specified in Russian roubles including VAT at the rate regulated by the current legislation of the Russian Federation. “Quantek” has the right to change the rates for the Services with a mandatory notification to the User via email and/or in the User's Personal Account. In case the User does not agree with the changed Service rates, the User shall immediately cease to use “Quantek” Services.
- 3.2. The cost of the Services is determined based on the volume of Services actually provided within one calendar month, which is equal to one reporting period, unless otherwise agreed by the parties in a separate agreement.
- 3.3. Payment for the Services shall be made by the User in advance by crediting the Balance directly in the User's Personal Account. The User chooses the credit amount from the categories listed in the Personal Account.
- 3.4. In order to credit the Balance, the User shall go to the payment system website, which collects the User's bank card data and processes the payment. Making a payment, the User agrees to the terms of service of the payment system used.
- 3.5. All payments for the Services are made by non-cash transfer with a payment card. The transaction currency is Russian roubles.

- 3.6. All bank fees charged by the User's bank and the intermediary bank shall be paid by the User. The User bears all expenses related to currency conversion when paying for the Services.
- 3.7. "Quantek" guarantees to the User that "Quantek" will keep the User's data confidential and will not disclose such data obtained by "Quantek" in the course of providing the Services to third parties, unless its disclosure is required by the applicable law.

### **3.8. Accounting documents submission**

- 3.8.1. On the day of prepayment, "Quantek" sends the User a prepayment receipt to the User's email address indicated last when registering.
- 3.8.2. "Quantek" may provide accounting documents in respect of the User's prepayment subject to the User's written request, which includes a UTD (Universal Transfer Document), unless otherwise provided by the current legislation of the Russian Federation.

In order to receive the accounting documents, the User undertakes to provide "Quantek" with the following data:

- The name of the organization or individual entrepreneur, registration number, taxpayer identification number, registered address, postal address, telephone, email address, bank details (account number with the account currency, bank name, correspondent account, BIK, SWIFT).

"Quantek" shall generate and send accounting documents to the registered or postal address specified by the User, in the original in two copies. The User undertakes to sign the accounting documents received and return one copy of the signed originals to the address indicated by "Quantek".

### **3.9. Document exchange procedure**

- 3.9.1. The User undertakes to inform "Quantek" in writing of all changes in the name, form of legal ownership, registered address, physical address and mailing address, tax number, bank and other details no later than 3 (three) days from the date of such changes.
- 3.9.2. In the process of interaction under these Terms, correspondence may be sent using the following means: - by email; - by registered mail; - by courier.
- 3.9.3. The Parties shall recognize that duly executed documents received from each other via electronic communication means have legal effect until the original documents are received.

- 3.9.4. The Parties have agreed to take into account the time zone when exchanging correspondence. The time zone of “Quantek” — Greenwich Mean Time (GMT+3) — shall prevail.

### **3.10. Prepayment refund**

The User may at any time request a refund of the prepayment made for the Services in the amount determined after deducting the cost of the Services actually rendered up to the date of the User's request for a refund. To request a refund of a prepayment, the User shall send a written request to the contact email address of “Quantek” specified in these Terms, requesting a refund and specifying the amount of the refund. “Quantek” shall process the User's request within a period not exceeding twenty-four (24) hours and shall send information on the decision regarding the prepayment refund and the refund amount to the User's email address and/or Personal Account. The refund is made in the same way as the User's prepayment transaction, namely to the banking details of the User's payment card.

## **4. LIMITATION OF LIABILITY**

- 4.1. “Quantek” does not guarantee uninterrupted, safe and error-free service, protection against unauthorized access and interruptions caused by damage, malfunction or failure of hardware, software, communications and systems on PCs of the User and “Quantek” suppliers.
- 4.2. “Quantek” level of service depends, among other things, on third parties, and “Quantek” assumes no responsibility for any actions or failure to act on the part of third parties, nor any liability for any damage and/or losses and/or costs incurred by the User and/or third party as a result of and/or in connection with any such actions or failure to act.
- 4.3. “Quantek” shall not be liable for any damages allegedly caused to the User by force majeure circumstances, which have affected the provision of the Services.
- 4.4. “Quantek” and its representatives shall under no circumstances be liable for any direct or indirect damage, even if “Quantek” and/or such representatives have been informed of the possibility of such damage.
- 4.5. “Quantek” shall not be liable for any direct and/or indirect loss, damage, cost or liability incurred by the User under these Terms, unless such loss, damage, cost or liability is the result of gross negligence, willful default on the part of “Quantek”. “Quantek” shall not be liable to the User (whether following from tort (including negligence), breach of statutory duty or otherwise) for lost profits or direct or indirect damage arising under or in connection with these Terms.

## 5. EXCLUSIVE RIGHTS

- 5.1. The copyrights and Intellectual Property (IP) rights on the Website are the property of “Quantek” or third parties which have authorized “Quantek” to use the IP on the Website and for providing the Services.

It is prohibited to copy, distribute, duplicate, display in public places or transfer copyrighted material to third parties in whole or in part. It is prohibited to modify, advertise, broadcast, transmit, sell, distribute or commercially profit from copyrighted material in whole or in part, unless you have received proper prior permission from “Quantek” to do so.

- 5.2. Unless otherwise indicated, any material and/or communication, including but not limited to ideas, knowledge, techniques, plans, information, questions, answers, suggestions, emails and comments (hereinafter referred to as “Information”) transmitted by “Quantek” shall not be considered confidential information or the User's property.
- 5.3. The Customer agrees that any notifications, messages or any other materials submitted by the User shall be of proper nature and shall not cause harm to others, including damage to their property rights. The User agrees to refrain from downloading or sending any material that is illegal and/or harmful and/or distasteful to other Users. In addition, the User is strictly prohibited from taking any action that may harm “Quantek”.

## 6. TRANSFER OF RIGHTS

The User may not assign or transfer any of their rights or obligations under these Terms. “Quantek” may assign or transfer any of its rights or obligations under these Terms to a third party at any time. “Quantek” shall notify the User of such assignment.

## 7. SETTLEMENT OF DISPUTES

- 7.1. The current legislation of the Russian Federation shall apply to the relations arising under these Terms.
- 7.2. All disputes between the parties shall be resolved through negotiations. In case of failure to reach an agreement through negotiations, the dispute shall be considered in the Arbitration Court of the City of St. Petersburg and the Leningrad Region.

## 8. TERMINATION

- 8.1. The Terms of Service shall stay in power for an indefinite period.
- 8.2. The Terms may be terminated in the following circumstances:
- Either Party may terminate the Terms at any time by giving the other Party thirty (30) calendar days prior written notice to their email address and registered address prior to the proposed date of termination.

- By agreement of the parties.
- 8.3. Termination shall not relieve either Party of performing its financial obligations in full, following the confidentiality terms and terms of personal data processing.



## Terms and Conditions of SMS Services

### 1. *Terms and definitions*

*Fixed Sender Name (Name)* — a unique combination of Latin letters or a unique combination of Latin letters and Arabic numerals assigned to the User by agreement between “Quantek” and the User and displayed in SMS (as defined below) transmitted to Subscribers as the sender number.

*SMS* — a short text message containing information in digital text format, up to 160 characters in length, or up to 70 non-Latin characters, or each part of an aggregated message up to 140 bytes in size, or each binary message up to 140 bytes in size. The final portions of a concatenated text or binary message that are less than 140 bytes in size are deemed separate messages. If two concatenated messages are sent, their length will be 306 and 134 characters respectively, if three concatenated messages are sent, their length will be 459 and 201 characters respectively.

*System* — a complex of hardware and software owned by “Quantek”, which allows to record, receive, process and pass through data in the form of various types of SMS received from the User and addressed to the Subscriber.

*Spamming* — sending promotional SMS in bulk to the Subscribers' Mobile Terminal without prior consent of the Subscribers and/or deliberately misleading the Subscribers regarding the nature of those SMS or their sender.

*Subscriber* — an individual or legal entity whose Mobile Terminal receives SMS from the User.

*Mobile Terminal* — an electronic device that allows using mobile phone services, including voice calls, receiving and sending SMS and accessing the Internet and data transmission.

*SMS delivered* — the SMS status assigned to a message in the System after it has been delivered to the Subscriber's mobile device.

*SMS sent* — the SMS status assigned to a message in the System after it has left the System and is with the Provider.

*Communication Channel or Link* — an aggregate of the System resources, which enables the User to receive traffic routing Services. The list of Links shall be agreed upon between the parties in writing.

*Channel Capacity* — the maximum number of SMS that can be routed through the Communication Channel from/to the User in 1 (one) second.

### 2. PAYMENT TERMS

- 2.1. For determining the scope of Services rendered, an SMS shall be deemed sent the moment when such SMS is queued for sending by the System. “Quantek” shall notify the User of the successful receipt of an SMS message in the System and its onward transmission

to the Mobile Terminal. Each successfully routed SMS shall be considered the basis for billing the User for the message.

### 3. SERVICES RENDERING PROCEDURE

3.1. “Quantek” provides the Services of access to the System, which enables generation and delivery of SMS. Information (SMS text, phone number, etc.) is transferred from the User to “Quantek” via the Internet (the transfer protocol is agreed upon with the User separately; available protocols: SS7, SMPP, HTTP, HTTPS (SSL)).

3.2. “Quantek” guarantees sending SMS correctly only to phone numbers provided in the international format.

3.3. Each SMS sent to a Subscriber must contain the Sender's Address. There are two ways to specify the Sender's Addresses: a Fixed and a Dynamic Alphanumeric Name of the Sender. The customer selects the type of Sender's Address on their accord, taking into account the following rules:

- Fixed Alphanumeric Name of the Sender — the alphanumeric Sender's name assigned to the User. Rules for assignment and use of Fixed Alphanumeric Names of the Sender are set by the Provider.

To allocate/assign a Fixed Alphanumeric Name of the Sender to the User, the User forms an application in the System, specifying the desired Fixed Alphanumeric Name. After receiving the application, “Quantek” sends it to the Provider for approval. In case of the Provider's approval, the selected Fixed Alphanumeric Name of the Sender is assigned to the User and can be used by the User for individualization of the sender of SMS at their own discretion, subject to the restrictions established by these Terms and the current legislation of the Russian Federation.

- Dynamic Alphanumeric Name of the Sender — an alphanumeric Sender's name assigned to the User, which enables using any names when sending messages without prior Provider's approval. In this case, the User shall take into account the restrictions provided in this section.

3.4. By default, “Quantek” configures the Communication Channel as a Dynamic Alphanumeric Name of the Sender (Multisignature).

3.5. “Quantek” technical support is available 24 hours/day. Technical support contact data is specified in the present Terms.

3.6. The Services are provided 24 hours/day. “Quantek” is not responsible for interruptions in the provision of the Services due to circumstances beyond its control, including those caused by power supply problems, interruptions (emergency and/or operational) in the work of Providers, communication networks, as well as technogenic and natural disasters, fires, terrorist acts, etc. In case of scheduled

maintenance, as well as other routine maintenance, “Quantek” shall inform the User about the planned maintenance at least three (3) calendar days in advance by email.

- 3.7. The User shall ensure the confidentiality of the password assigned to them. “Quantek” shall not be liable to the User for failure to provide or untimely provision of the Services, as well as for any losses incurred by the User due to the loss of the assigned password.
- 3.8. When using the Service, the User determines the content of SMS, the order of their sending and the list of recipients (Subscribers) at their discretion. Under no circumstances shall “Quantek” be responsible for the content of SMS sent by the User with the help of the System and the User's compliance with the terms of messaging established by the current legislation of the Russian Federation.
- 3.9. The User undertakes to use the Service in accordance with the requirements of the current legislation of the Russian Federation and only for sending information to Subscribers who gave their consent to receive SMS, which, if necessary, may be presented to the Provider as an unqualified proof of Subscribers' voluntary consent to receive SMS.
- 3.10. The User guarantees that the content of SMS is in line with the current legislation of the Russian Federation, including, but not limited to, the statutory provisions on protection of copyright and other intellectual property rights, on advertising, on protection of personal rights, religious and public beliefs, national dignity, as well as the code of international law.
- 3.11. The User guarantees due diligence of personal data processing in accordance with Federal Law No. 152-FZ “On Personal Data” dated July 27, 2006, including Subscribers' consent to the processing of personal data, specifically by providing personal data to “Quantek”, in cases where lists (databases) containing Subscribers' personal data are provided to “Quantek” during the provision of the Services.
- 3.12. The User undertakes to reimburse “Quantek” for the expenses incurred due to violations of the current legislation of the Russian Federation, including copyright and other intellectual property rights of third parties, as well as due to claims to the accuracy and content of SMS sent using the System, granted that “Quantek” provides the User with the required documents evidencing that “Quantek” incurred such expenses.
- 3.13. *Dynamic alphanumeric change of Sender's address service procedures*

When providing the dynamic alphanumeric change of the Sender's address service, the User is strictly prohibited to fill in the Sender's address with individualization means of third parties (including mobile providers, banks, insurance companies, state and governmental institutions, etc.), names and/or trademarks, if such third parties have not issued the relevant permissions, as well as to use the Sender's address which intentionally misinforms Subscribers

as to the actual Sender.

If “Quantek” doubts the due diligence of the User's indication of the Sender's address, “Quantek” has the right to demand from the User an official written justification of the Sender’s name used. The User undertakes to provide a justification to “Quantek” within three (3) business days after receiving “Quantek” request.

If “Quantek” determines that the User has violated these Terms, “Quantek” has the right to block the User's SMS.

In the event that “Quantek” receives a written verified property claim from any person whose name has been illegally used by the User in their sender’s address, the User undertakes to reimburse it in full.

#### 4. LIABILITY

- 4.1. In case of a written or oral request, complaint, claim, order or instruction regarding the content of messages transmitted by the User while using the System or “Quantek” equipment, if such a request was received from the Subscriber, the Provider, regulatory authorities or other interested parties, “Quantek” shall immediately forward the received information to the User, who in turn shall check the validity of the request for any violations by the User within no more than two (2) business days.
- 4.2. At “Quantek” request, within two (2) business days, unless a different term is specified in the request, the User shall provide “Quantek” with documents confirming that the User or the User's Customers, as prescribed by the legislation of the Russian Federation, received prior consent from the Subscriber to whose phone number SMS are or will be sent.
- 4.3. The parties shall take the following temporary restrictive measures in order to minimize the possible damage caused by the request until the validity of the request is verified:
  - “Quantek” — to require the User to immediately stop transmission of messages with undesirable content, and, if this cannot be done immediately, temporarily block the User's Personal Account.
  - “Quantek” — to enable filters that block transmission of messages with undesirable content, configured with the corresponding sender identifiers and/or text fragments.
  - “Quantek” — to temporarily block transmission of messages along the directions where the messages of undesirable content have passed, such as the corresponding provider prefixes.
- 4.4. If one of the parties detected a case of sending undesirable SMS but no request was received from Subscribers, other Providers or other interested parties, the party that detected such a case shall immediately notify the other party and initiate restrictive measures within 24 hours.

- 4.5. To accelerate the investigation and increase its fairness, the parties undertake, in the shortest possible time, to provide each other with the necessary materials (content, exact time and directions in which the undesirable messages were transmitted, request source, its nature, etc.).
- 4.6. In any case, the User undertakes to send the Subscriber or any other interested party an official response within 3 (three) business days of receiving the request or information from “Quantek” regarding the Subscriber's (interested party's) request, if such a request is made. A copy of the User's response shall be sent to “Quantek” within the same term.
- 4.7. In case of revealing any breach indicated in the Subscriber's or other interested party's request, the User shall take all measures to immediately remedy the breach.
- 4.8. Restrictive measures taken by the parties shall be relieved upon remediation of the breach, if any, or upon confirmation that no breach occurred.
- 4.9. The User shall be deemed to have acknowledged a request justified if they violate the official response terms.
- 4.10. In order to expedite the Subscriber's or any other interested party's request, it is permissible to exchange documents between “Quantek” and the User by fax and/or email provided that the original documents are immediately sent by mail.
- 4.11. “Quantek” is not responsible for the content of SMS sent by the User using the System.
- 4.12. Upon receiving information about the User's violation of the terms of this section, “Quantek” shall immediately suspend provision of the Services, then within 24 hours notify the User about the suspension of the Services and conduct an internal investigation with the User's involvement.
- 4.13. In case the violation is confirmed, “Quantek” has the right, at its discretion:
  - to stop providing the Services to the User unilaterally and to withhold a fine in the amount of the cost of unsent SMS;
  - to resume the provision of Services subject to consulting with the User;
  - to propose to the User provisioning of the Services on other terms.
- 4.14. The User undertakes to reimburse “Quantek” for expenses and losses caused by any payments, administrative fines that may be recovered from “Quantek”, including due to violations by the User or the User's Customers of third party rights, applicable laws of the Russian Federation and/or these Terms, granted that “Quantek” provides the User with the relevant court decisions and other documents confirming the expenses incurred.
- 4.15. In this case, “Quantek” shall issue an invoice to the User, which shall be

paid by the User within five (5) working days from the invoicing date.

- 4.16. Payment of penalties under these Terms shall not exempt the responsible party from reimbursement of losses incurred by the other party in terms of the uncovered penalty and from the performance by the parties of their obligations under these Terms.
- 4.17. The User bears full responsibility and is the sole representative for all their Customers in relation to retail services provided using the System. The User shall under no circumstances give “Quantek” technical support contacts to the User's Customers or in any way establish contact between the User's Customers and “Quantek” technical support. “Quantek” shall under no circumstances have the right to contact the User's Customers for the provision of the Services.