

Terms of Service
QUANTEK LLC (2022 edition)

1. GENERAL PROVISIONS

- 1.1. These QUANTEK LLC Terms of Service (hereinafter referred to as the Terms) govern the relationship between QUANTEK LLC (hereinafter referred to as the Company) and the User when visiting (using) the Internet site at <https://qntk.ru/> (hereinafter referred to as the Website). Upon using the Website in any form, the User thereby accepts the following Terms in full and assumes all the responsibilities and risks described below.
- 1.2. The Company is the owner of the Website and the administrator of the domain name <https://qntk.ru/>. Under these Terms, the Company provides access to the Website, and the User undertakes to use the Website properly within the limits established by these Terms.
- 1.3. The main purpose of the Website is to inform a wide range of Users about the Company's activities, various events related to the Company, to ensure communication between the Users and the Company through web forms (Feedback Forms) and via email, as well as to offer a wide range of Users the services provided by the Company, including:
- services for provision of the User with access to the system that allows processing, queuing, sending SMS messages, choosing the appropriate delivery route for SMS messages to subscribers, as well as receiving any necessary statistical information on the status, quantity and cost of sent messages and the balance status (SMS messaging services);
 - local telephone services;
 - communication services for data transmission for the purposes of voice information transmission;
 - communication services for data transmission, with the exception of data transmission services for the purposes of voice information transmission;
 - mobile wireless communication services;
 - long-distance and international telephone services;
 - telematic communication services;
- (hereinafter referred to as the Services) under the conditions stipulated in the Terms for the provision of SMS messaging services, specified in Appendix No. 1 to the Terms, an integral part of the Terms, as well as in the Contract for the provision of relevant Services, additional agreements signed by the Parties. The above list of the Company's services is not exhaustive.
- 1.4. The Website contains only advertising, informational or reference information intended for the Users. For the avoidance of doubt, there are no public offers or any other offers on the Website (except for these Terms, which are a public offer), including commercial offers of goods and (or) Services of the Company. The Company may conclude a contract with the User in writing and after negotiations on its conditions between the User and authorized persons of the Company.
- 1.5. The information posted on the Website is for reference only. The Company is not responsible for the use of this information by the User. It is necessary to consult the Company before performing any actions or refusing (abstaining) from performing any actions based on the information contained on the Website.
- 1.6. The Website contains (may contain) information about the offices (including branches and separate divisions), affiliated persons and business partners of the Company. The Company makes every effort to ensure the relevance of this information. Nevertheless, the User is recommended to contact the specified offices/persons independently to clarify their activities using the contact details provided on the Website.
- 1.7. The User acknowledges and agrees that the Services offered by the Company may not always be available for purchase and that the Company, at its sole discretion, decides whether to provide such Services to the User at any particular time or not. The Company is not liable in connection with this right, including, but not limited to, liability for failure to provide Services at any particular

time.

1.8. These Terms is a public offer in accordance with Article 437 of the Civil Code of the Russian Federation. The User's agreement with these Terms is carried out by the User's active use of the Internet site <https://qntk.ru/> and/or Services in any way and in any form within the declared functionality, subject to the restrictions provided for in Sections 7 and 9 of the Terms, including:

- browsing the materials posted on the Website;
- registration and/or authorization on the Website;
- posting or displaying any materials on the Website, including, but not limited to: texts, hypertext links, images, audio and video files and/or other information;
- awareness of these Terms, etc.;
- initiating access to the Company's Services,
- management of the Company's Services using the Website, if technically possible,

which, within the meaning of Articles 435 and 438 of the Civil Code of the Russian Federation, is a full and unconditional acceptance of the Company's offer, as well as the conclusion of a contract that generates the User's obligations to comply with the conditions of these Terms and confirms the User having read and agreed to 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. With each use of the Website and/or Services, the User agrees to the conditions of these Terms in the edition that was in effect at the time of actual use of the Website and/or Services.

1.9. The Parties reserve the right to conclude a separate agreement on the 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.

1.10. The Terms govern the rights and obligations of the User and the Company, as well as relations with third parties whose rights and interests may be affected as a result of the User's actions.

1.11. The current edition of the Terms is available online at: <https://qntk.ru/>

1.12. The Terms can be amended by the Company unilaterally without prior notice by posting a new edition of the Terms at the above Internet address. The new edition of the Terms comes into force from the date of publication on the Internet unless otherwise stipulated by the new edition of the Terms. The Company may notify the User of changes made to the Terms by email and/or via the User's Account notifications. By accepting the Terms, the User acknowledges that they approve of receiving information, including amendments to the Terms, by email or through the Website. The current edition of the Terms is published on the Website. The User is obliged to check the current conditions of the Terms. If the User does not agree with the conditions of the Terms, they undertake not to use the Website.

1.13. The User who does not agree with the conditions of the current edition of the Terms in whole or in part shall cease any use of the Services.

1.14. Violation of the conditions of the Terms by the User may lead to termination of access to the Personal Account or deletion of the Personal Account of such a User, as well as to full or partial restriction of the User's access to the Personal Account and (or) other functionality of the Website without prior notice.

2. 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 the Company and third parties working with the Company 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 the Company in its System, which contains the User's aggregate data, personal information and settings necessary to authenticate the User for the provision

of the Company's 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 were used by the User after the payments made for the Services in advance were spent in full (negative balance value).

User — an individual person, a private 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.

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 the Company to provide the Services.

Company — 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 Website, and providing Services in accordance with contracts, agreements concluded by the Parties.

Personal Account Login Information — the Login and Password used by the User to access the Personal Account.

3. INTERACTION AND COMMUNICATION

3.1. The User hereby accepts the procedure of interaction with the Company 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 the Company at the following contact addresses: contact@quantektele.com.

3.2. In addition to the Terms and the Contracts concluded by the Parties, the relations between the Parties are governed by the Personal Data Processing and Protection Policy, which is available at: <https://qntk.ru/privacy-policy/>

4. USER ACCOUNT

4.1. To start using the Company's Services, one must register and create a Personal Account on the Website and/or the third-party web page used to interact with the Company in relation to the provision of the Services.

4.2. 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).

4.3. By initiating the registration, you confirm your expressed consent to the processing of personal data in accordance with the Company's Consent to the Personal Data Processing and in accordance with Federal Law "On Personal Data" No. 152-FZ dated July 27, 2006. If the Company has reasons to believe that the information provided by the User is not accurate and up-to-date, the Company reserves the right to terminate access to the User's Personal Account or delete the User's Personal Account at its own discretion.

4.4. Upon receipt of a request to register a Personal Account, the Company and the User conclude the Contract, the Terms of the provision of the appropriate type of Services. After the contract conclusion,

the Company 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 login and password are necessary and sufficient information for the User to access the Personal Account.

4.5. 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.

4.6. 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. The Company allows integration of the Personal Account with other cloud platforms and vice versa.

4.7. After registering a Personal Account in the name of the User, the Company shall register an Account for the purposes of identifying the User in the System when providing Services to the User.

4.8. 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. The User is fully responsible for the safety and confidentiality of data required to access the Personal Account, independently choosing the method of storing them. 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 in the name of such 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 the Company immediately of any unauthorized access or use of the Personal Account. The Company 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 the Company's Services.

4.9. If the User violates the present Terms, the Company 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.

5. PAYMENT ARRANGEMENTS

5.1. Payments for the Company's Services shall be made according to the Company's rates available to the User in the User's Personal Account and/or provided to the User by the Company. The Company's rates are specified in Russian rubles, including VAT, at the rate regulated by the current legislation of the Russian Federation. The Company 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 the Company's Services.

5.2. 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.

5.3. Payment for the Services shall be made by the User in advance by crediting the Balance in one of the following ways: directly in the User's Personal Account; on the Website, using the Payment System service; by paying an Invoice sent to the User to the email address specified by the User. The User chooses the credit amount from the categories listed in the Personal Account/on the Website or the amount specified in the Invoice sent to the User via email.

5.4. In order to credit the Balance using the Payment System service, 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.

5.5. All payments for the Services are made by non-cash transfer with a payment card. The transaction currency is Russian rubles.

5.6. 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.

5.7. The Company guarantees to the User that the Company will keep the User's data confidential and will not disclose such data obtained by the Company in the course of providing the Services to third parties, unless its disclosure is required by the applicable law.

5.8. Accounting documents submission

5.8.1. On the day of prepayment, the Company sends the User a prepayment receipt to the User's email address indicated last when registering.

5.8.2. The Company 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 the Company 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).

5.8.3. The Company shall generate and send the originals of accounting documents to the registered or postal address specified by the User, 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 the Company.

5.9. Document exchange procedure

5.9.1. The User undertakes to inform the Company 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.

5.9.2. In the process of interaction under these Terms, correspondence may be sent using the following means: by email, by registered mail, by courier.

5.9.3. 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.

5.9.4. The Parties have agreed to take into account the time zone when exchanging correspondence. The time zone of the Company — Greenwich Mean Time (GMT+3) — shall prevail.

5.10. 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 the Company specified in these Terms, requesting a refund and specifying the amount of the refund. The Company 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.

6. LIMITATION OF LIABILITY

6.1. The Company 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 the Company suppliers.

6.2. The Company's level of service depends, among other things, on third parties, and the Company 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.

6.3. The Company shall not be liable for any damages allegedly caused to the User by force majeure circumstances, which have affected the provision of the Services.

6.4. The Company and its representatives shall under no circumstances be liable for any direct or indirect damage, even if the Company and/or such representatives have been informed of the possibility of such damage.

6.5. The Company 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 the Company. The Company 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.

6.6. Comments and other User entries on the Website should not conflict with the requirements of the legislation of the Russian Federation and generally accepted norms of morality and morality.

6.7. The User is aware that the Company is not responsible for visiting and using external resources, links to which may be contained on the Website.

6.8. The User agrees that the Company is not responsible and has no direct or indirect obligations to the User in connection with any possible or incurred losses or damages related to any content of the Website, copyright registration and information about such registration, goods or services available on or obtained through external sites or resources or other contacts of the User made using the information posted on the Website or links to external resources.

6.9. The User accepts the clause that all materials and services of the Website or any part thereof may be accompanied by advertising. The User agrees that the Company is not responsible and does not have any obligations in connection with such advertising.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Intellectual Property posted and used on the Website are the property of the Company or third parties which have authorized the Company to use the Intellectual Property on the Website and for providing the Services. The use of Intellectual Property without the consent of the copyright holders is not allowed. Conclusion of license agreements (obtaining licenses) with the Intellectual Property Rights Holders is required for the lawful use of the Website materials.

7.2. The Company is the owner of exclusive rights or rights of use in relation to the Websites as a whole and all the Intellectual Property posted on them, which consists of, among other things, texts, photographs, diagrams, graphs, other images, computer programs, including source texts and object codes, video and audio files, other copyright objects, databases, as well as the layout and location of the objects listed above on the pages of Websites, website design, including their appearance, color palette, structure and fonts (hereinafter collectively referred to as "Content").

7.3. The User is obliged to respect the Company's rights to the Content and refrain from any actions that may directly or indirectly lead to a violation of the Company's rights to the Content or contribute to the commission of such a violation by a third party.

7.4. 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 the Company to do so.

7.5. 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 the Company shall not be considered confidential information or the User's property.

7.6. The User 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 the Company.

8. TRANSFER OF RIGHTS

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

9. WEBSITE USAGE

9.1. The Company grants the User a non-exclusive gratuitous right to use the Content on the territory of the Russian Federation in the following ways:

- to access the Content and view it by launching the Website in a browser window during the User's Internet session;

- to record the pages of the Website or their fragments on machine-readable storage media (for example, a hard disk or a flash drive) or print them on paper for use for the main purpose of the Website (Section 1 of the Terms), provided that the User simultaneously complies with all the following restrictions:

(i) it is prohibited to distribute copies (printouts) of the pages of the Websites or their fragments, as well as multiple copying (printing) of the pages of the Website, unjustified by the above-mentioned purpose of their use;

(ii) it is prohibited to remove, modify or conceal the Intellectual Property protection signs or notices of Intellectual Property rights;

(iii) it is prohibited to record (print) pages of the Website or their fragments if they contain a notice prohibiting such actions or software tools that prevent such actions;

(iv) it is prohibited to make changes or additions to the Content;

- to cite Content to the extent justified by the legitimate purpose of citing, provided that the Website is indicated as the source of the quote by affixing an active hyperlink (Article 1274 of the Civil Code of the Russian Federation, paragraph 1, subparagraph 1).

9.2. The User has no right to grant sublicenses for the rights specified in clause 9.1 of the Terms.

9.3. The rights specified in clause 9.1 of the Terms are granted to the User provided that they comply with all the provisions of these Terms. In case of violation of any of these provisions, the User's rights to use the Website are automatically (without special notice from the Company) considered terminated from the moment of such violation.

9.4. The Company has the right, at its discretion, to terminate or restrict access to the Website of individual Users or groups of Users, not specifying the reasons.

9.5. The User is prohibited from:

- reproducing the Content in a printed periodical publication and subsequently distributing copies of this publication through broadcasting or cable communication of the Content and making it available to the public without the prior consent of the Company;

- accessing the Website settings that are not intended for all Users or unauthorized Users;

- using logins and passwords of other Users and performing other actions aimed at impersonating another User;

- using the Content by any means not listed in clause 9.1 of the Terms, including, but not limited to, processing, decompilation and inclusion in composite works;

- creating phishing web resources, as well as any other web resources that are confusingly similar to the Website or Content;

- any actions with the source code of the Website;

- bypassing the navigation system of the Website and performing actions aimed at causing incorrect performance of the Website, slowing down or hindering its functions, artificially increasing the load on servers and communication channels;

- bypassing antiviruses, firewalls and other means of protection that the Website and their hosting are equipped with;

- looking for and exploiting the Website vulnerabilities;

- accessing the Website using web bots, except for official search robots belonging to search engines;

- using Feedback Forms not for the intended purpose established by the Company;

- sending malware, advertising, spam or fraudulent messages via Feedback Forms;

- tracking the actions of other Users of the Website and establishing their identity;

- any actions that contradict the legislation of the Russian Federation and (or) the state in which the User is located;

- inciting other persons to commit the above actions;

- other actions prohibited by the terms of these Terms.

10. FEEDBACK FORMS

10.1. The Company may post web forms on the Website (hereinafter referred to as “Feedback Forms”) intended for Users to send messages to the Company (hereinafter referred to as “Messages”).

10.2. Some Feedback Forms may have a field for specifying the organization that the User represents. If this field is filled in, the Company considers the User as an authorized representative of the specified organization. In all other cases, the User sends Messages on their own behalf and solely in their own interests.

10.3. Messages that do not correspond to the purpose of the Feedback Form can be deleted without consideration.

10.4. Feedback Form contacting the Company’s employees may be posted on the Website. The User should take into account that Messages addressed to a specific employee may also be accessed by other employees (for example, assistants or employees responsible for processing correspondence). In this regard, the User should refrain from sending personal Messages or strictly confidential materials that are not intended to be disclosed to anyone other than the direct addressee.

10.5. Feedback Forms are not intended for sending any materials containing legally protected secret information (attorney-client privilege, investigation secrecy, banking secrecy, etc.).

10.6. Clients, contractors and other contractors of the Company should not use Feedback Forms to conduct correspondence in the course of work on contracts concluded with the Company.

11. GUARANTEE DISCLAIMER

11.1. Access to the Website is provided to the User on an "as is" basis. The Company hereby disclaims any guarantees regarding the content and the Website and, among other things, does not guarantee to the User that:

- (i) The Website does not contain software errors, will work without interruptions, is compatible with the User’s devices and will be displayed correctly on such devices;
- (ii) The Website and its individual pages will be permanently accessible to the User;
- (iii) The Website contains complete, exhaustive, accurate, error-free and suitable for the needs of the User information about the Company and its activities and reference, news and analytical materials on legal and other issues;
- (iv) The Website pages will look the same as they look online when printed or written on machine-readable storage media;
- (v) The Website does not contain information access to which is prohibited or restricted in the country of the User’s location;
- (vi) The Website does not contain information that, according to the User’s opinion, may be incorrect or offensive.

11.2. When using the Website, the User is obliged to rely on their own antiviruses, firewalls and other means of information security. The Company exercises the highest degree of care to ensure the protection of the Website from hacker attacks, cyber crimes and other harmful and dangerous to the User actions of unauthorized persons. Nevertheless, the Company refuses to guarantee that third parties will not be able to unlawfully use the Website and its Content to harm the User.

12. SETTLEMENT OF DISPUTES

12.1. The current legislation of the Russian Federation shall apply to the relations arising under these Terms.

12.2. 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.

13. TERMINATION

13.1. The Terms of Service shall stay in power for an indefinite period.

13.2. 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.

13.3. Termination shall not relieve either Party of performing its financial obligations in full, following the confidentiality terms and terms of personal data processing.

14. TERRITORY AND VALIDITY PERIOD OF THE TERMS

14.1. The User has the right to use the Website and the Additional functionality of the Website in the ways stipulated by these Terms throughout the territory of the Russian Federation, as well as other territories in which it is accessible using standard computer tools and programs.

14.2. The right to use the Website is granted to the User during the entire period of operation of the Website, unless the exhaustion of the granted scope of rights occurs earlier.

15. OTHER CONDITIONS

15.1. Nothing in the Terms shall be construed as the establishment of agency relations, partnership relations, joint activity relations, personal employment relations, or any other relations between the User and the Website Administration that are not directly provided for in the Terms.

15.2. The court acknowledging any clause of the Terms as invalid or not enforceable does not entail the invalidity of other clauses of the Terms.

15.3. The User confirms having read and unconditionally agreed with all the clauses of these Terms.

Terms and Conditions of SMS Messaging 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 the Company 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 the Company, 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. The Company 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. The Company 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 the Company via the Internet (the transfer protocol is agreed upon with the User separately; available protocols: SS7, SMPP, HTTP, HTTPS (SSL)).

3.2. The Company 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, the Company 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, the Company configures the Communication Channel as a Dynamic Alphanumeric Name of the Sender (Multisignature).

3.5. The Company's 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. The Company 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, the Company 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. The Company 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 the Company 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 the Company, in cases where lists (databases) containing Subscribers' personal data are provided to the Company during the provision of the Services.

3.12. The User undertakes to reimburse the Company 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 the Company provides the User with the required documents evidencing that the Company 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 from filling 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 the Company doubts the due diligence of the User's indication of the Sender's address, the Company 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 the Company within three (3) business days after receiving the Company's request.

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

In the event that the Company 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 the Company's equipment, if such a request was received from the Subscriber, the Provider, regulatory authorities or other interested parties, the Company 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 the Company's request, within two (2) business days, unless a different term is specified in the request, the User shall provide the Company 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:

- the Company — 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;
- the Company — to enable filters that block transmission of messages with undesirable content, configured with the corresponding sender identifiers and/or text fragments;
- the Company — 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 the Company 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 the Company 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 the Company and the User by fax and/or email, provided that the original documents are immediately sent by mail.

4.11. The Company 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, the Company 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, the Company 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 the Company for expenses and losses caused by any payments, administrative fines that may be recovered from the Company, including due to violations by the User or the User's Customers of the third party's rights, applicable laws of the Russian Federation and/or these Terms, granted that the Company provides the User with the relevant court decisions and other documents confirming the expenses incurred.

4.15. In this case, the Company 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 the Company's technical support contacts to the User's Customers or in any way establish contact between the User's Customers and the Company's technical support. The Company shall under no circumstances have the right to contact the User's Customers for the provision of the Services.