

LICENSE AGREEMENT

FOR THE PROVISION OF A DEMO VERSION OF THE MOBILE APPLICATION "BRICS PAY"

Date of the License
Agreement update
October 14, 2024

team@brics-pay.com

This document "License Agreement" constitutes an offer from LLC "Digital Payments" OGRN 1187746770310, location: 121205, Moscow, Skolkovo Innovation Center area, Bolshoy Boulevard, Building 42, Building 1 (hereinafter referred to as "Licensor") to enter into an agreement under the terms set forth below.

Before using the Application, it is necessary to familiarize oneself with the terms of this agreement. Any use of the Application signifies full and unconditional acceptance of the terms of this agreement.

1. TERMS AND DEFINITIONS

Application – a demo (trial, with a limited set of functions) version of the software for computers, representing the "BRICS Pay" application, facilitating money transfers using electronic payment methods, developed for mobile devices operating on Apple IOS and Android operating systems, the right to use a limited set of functions of which is granted under this Agreement. The demo version of the "BRICS Pay" application is presented as a PWA application, published at <https://qr.brics-pay.com>.

User - any individual with the necessary legal capacity to enter into and fulfill this Agreement, using the Application and joining this Agreement in their personal interest.

Licensor - Limited Liability Company "Digital Payments", OGRN 1187746770310, location: 121205, Moscow, Skolkovo Innovation Center area, Bolshoy Boulevard, Building 42, Building 1.

License (License Agreement) - a test non-exclusive non-chargeable license for using the Application, with a limited set of functions intended for familiarization and demonstration purposes. The License is non-transferable (sub-licensable) and cannot be assigned, valid in the territory of the Russian Federation during the period from the date of installation of the application until October 18, 2024 inclusive.

Device - tablet, mobile phone, communicator, smartphone, or any other device allowing the use of the Application for its functional purpose.

Confirmation Code - a unique sequence of digits generated by the rights holder's software and transmitted automatically as short text messages (SMS) to the phone number specified by the User or to the email specified by the User or as a PUSH notification. The Confirmation Code is intended for User registration and subsequent authorization in the Application, as well as for confirming User actions within the Application.

Registration in the Application - creating a User account in the Application by entering User data: - e-mail.

Other terms and definitions may be used in this Agreement. In this case, such term shall be interpreted according to the text of the Agreement. In case there is no unambiguous interpretation of a term or definition in the text of the Agreement, it should be interpreted primarily according to Russian legislation and subsequently according to business customs and scientific doctrine.

2. GENERAL PROVISIONS

2.1. This Agreement defines the terms for using the demo version of the Application and constitutes a contract of adhesion concluded between the User and Licensor in a simplified manner according to Article 428, paragraph 5 of Article 1286 of the Civil Code of the Russian Federation.

2.2. The fact of installing/downloading/recording/starting or otherwise beginning to use the demo version of the Application is regarded as User's consent to the terms of the License without any reservations or exceptions. If User does not agree with the terms of this Agreement or does not have rights to conclude it, they should immediately cease any use of the Application.

2.3. The use of the demo version of the Application is allowed only under the terms of this License. If User does not accept all terms of the License in full, they have no right to use the Application for any purposes. The use of the Application in violation (non-fulfillment) of any License terms is prohibited and illegal.

2.4. The License grants rights to use the demo version of the Application solely for demonstration/familiarization, testing, functionality verification, and evaluation purposes.

2.5. Licensor grants User permission to download and use the Application from the Site at: <https://qr.brics-pay.com> under this License Agreement's terms. User agrees to download the Application solely from the Site and use it according to this License Agreement's terms. User bears responsibility for downloading the Application from other sources that may lead to violations of this License Agreement's terms and loss of rights to use the Application.

2.6. After downloading the Application from Licensor's Site, User registers in the Application and activates it by entering a confirmation code sent to User's email address.

2.7. Information about User contained in their account is stored and processed by Licensor according to Privacy Policy contained in Section 9 of this Agreement.

3. LICENSE TERMS

3.1. Licensor gratuitously grants User a non-transferable right to use a demo version of the Application on a simple (non-exclusive) license basis within its declared functionality and purpose limits on Russian Federation territory including:

3.1.1. Methods and limits for demo usage of the Application:
installation of demo version of Application, reproduction, launching Application and using it according to its functional purpose in accordance with goals provided by License.

Using other methods including copying (reproducing) content posted within Application as well as elements included within Application's design software for computers and databases their decompilation modification subsequent distribution public display dissemination is strictly prohibited unless otherwise provided by this Agreement.

3.2. The User's use of demo version of Application is allowed provided that all copyright protection signs neighboring rights trademarks other authorship notices are preserved maintaining name (or pseudonym) author/ name holder unchanged unless otherwise provided by Russian legislation.

3.3. The application may contain links to websites on Internet (third-party sites). These third parties and their content are not verified by Licensor for compliance with any requirements (truthfulness completeness legality etc.). Licensor shall not be liable for any information materials posted on third-party sites that User accesses while using Application nor for availability thereof or information consequences thereof.

3.4. A link (in any form) to any website product service any information commercial or non-commercial nature posted within application does not constitute endorsement or recommendation thereof by Licensor unless explicitly stated by Licensor.

4. USE RESTRICTIONS

4.1. The User may not reproduce repeat copy sell or otherwise use any parts or access thereof for commercial purposes except where such permission has been granted by Licensor.

4.2. The User may not modify decompile disassemble decrypt perform other actions with object (binary) code Applications aimed at obtaining information about implementation algorithms used within application create derivative works using application nor engage (allow engagement) in other uses without written consent from Licensor.

4.3 The user may not change name application modify/or delete copyright notice or other indication regarding Licensor.

4.4 Accepting these conditions user understands acknowledges that:

4.4.1 Licensor has right establish limits restrictions on usage application all users specific categories users depending location user including presence/absence specific functions data storage parameters special parameters uploaded information automatic access application etc Information established limitations will be communicated users form method determined sole discretion Licensor.

4.4.2 The user uses application at own risk Licensor assumes no responsibility including compliance application goals user.

4.4.3 Licensor does not guarantee that application meets requirements expectations user at time acceptance agreement will meet them subsequently; application will work with another operating system not specified Section 1 agreement or will be compatible with other programs installed devices user.

4.4.4 Any information materials including downloadable software letters instructions guides available user access through application user may use at own risk bears responsibility possible consequences using said information materials including damage it may cause device user third parties loss data any other harm.

4.4.5 Since application is constantly being supplemented updated form nature functional capabilities may change time time without prior notice user.

4.4.6 The application may contain advertisements presence such advertisements may be necessary condition usage application.

4.4.7 The user acknowledges agrees that they must evaluate all risks associated content applications including assessing reliability completeness usefulness thereof.

4.4.8 Licensor shall not be liable for any types losses incurred due user's usage applications.

4.4.9 In case loss theft device user must immediately notify licensor email policy@brics-pay.com. All operations conducted using application until licensor receives such notification are considered performed by user.

4.5 In particular when using application user must not:

4.5.1 violate rights third parties including minors cause them harm any form;

4.5.2 use application violation legislation Russian Federation;

4.5.3 impersonate another person representative organization community without sufficient rights including employees licensor apply other forms illegal representation others network internet mislead licensor others regarding properties characteristics any subjects objects;

4.5.4 may not disclose transfer access own account applications third parties If proven otherwise actions performed through applications using device considered performed corresponding user;

4.5.5 register more than one account even if account blocked;

4.5.6 conduct advertising informational mailings through applications;

4.5.7 disrupt normal operation applications;

4.5.8 assist actions aimed violation restrictions prohibitions imposed agreement;

4.5.9 otherwise violate norms legislation including norms international law.

4.6. In the event of claims from third parties regarding the violation of any property and/or personal non-property rights of third parties, as well as prohibitions or restrictions established by law by a certain User, such User shall, at the request of the Licensor, provide the Licensor with a notarized commitment to settle the claims that have arisen on their own and at their own expense, indicating their passport data.

4.7. In the event that the Licensor is held liable or a penalty is imposed in connection with violations of the rights and/or interests of third parties committed by the User, as well as prohibitions or restrictions established by law, such User shall be obliged to fully compensate the Licensor for losses.

4.8. In the event of repeated or gross violations of the terms of this Agreement and/or the requirements of the law, the Licensor has the right to block or delete the User's account, as well as prohibit access to the Application using the account.

5. GENERAL CONDITIONS FOR USING THE APPLICATION

5.1 Performing functions demo version applications possible only if access internet network available User independently obtains pays such access conditions tariffs own communication operator provider access internet network.

5.2. The User is hereby notified and agrees that when using the User's location determination functionality in the Application, before sending a search query, the Application receives data on the nearest cell of the telecom operator whose SIM card is installed in the User's Device, and transmits it as part of the search query to the Licensor to search for objects closest to the User that match his request, until the moment the specified function is disabled.

5.3. The User may at any time refuse to transfer the data specified in clause 5.2 by disabling the corresponding functionality.

5.4. All data on the use of the Application transferred in accordance with the License are stored and processed in accordance with the Privacy Policy contained in Section 9 of the Agreement.

5.5. Use of the functionality of the Application is permitted only after the User has completed registration and/or authorization in the Application in accordance with the rules established by the Licensor, and in certain cases, also after entering the Confirmation Code.

5.6. Upon completion of the registration procedure, a unique User account is created, which is necessary for using the functionality of the Application.

5.7. To register, the User undertakes to provide accurate and complete information about themselves and to keep this information up to date. If the User provides incorrect information or the Licensor has reason to believe that the information provided by the User is incomplete or inaccurate, the Licensor has the right, at its sole discretion, to block or delete the User's account, as well as to refuse the User use of the Application in whole or in part.

5.8. The Licensor reserves the right at any time to require the User to confirm the data specified during registration and to request supporting documents (in particular, identity documents), failure to provide which, at the discretion of the Licensor, may be equated to providing inaccurate information and entail the consequences provided for in paragraph 4.8. of the Agreement. If the User's data specified in the documents provided by them do not correspond to the data specified during registration, as well as in the event that the data specified during registration does not allow the user to be identified, the Licensor has the right to apply the measures specified in paragraph 4.8. of the Agreement. 5.9. The User's information contained in the account is stored and processed by the Licensor in accordance with the Privacy Policy contained in Section 9 of this Agreement and constituting an integral part thereof.

5.10. The User has the right to delete their account in the Application at any time in accordance with paragraph 9.14. of the Agreement.

5.11. Unless the User proves otherwise, any actions performed through the Application using their Device are considered to be performed by the relevant User.

5.12. Recognizing the international nature of the Internet, the User accepts responsibility for compliance with all relevant rules and laws regarding the User's actions on the Internet.

6. NO WARRANTIES

6.1. The Licensor grants the User the right to use the demo version of the Application on an "as is" basis, i.e. with the same functional properties and in the state in which the Application exists at the time of provision and shall not be liable for any problems arising during the installation or operation of the Application. In addition to those provided for in this License, the Licensor does not provide any warranties, obligations or guarantees, direct/explicit,

indirect/implied or provided by law, regarding the Application, including, without limitation, warranties of quality, operability, performance, uninterrupted operation, absence of errors, correction of malfunctions, security (absence of viruses, vulnerabilities or other harmful components), accuracy, completeness, suitability for use for a particular purpose separately or together with other programs/devices, as well as compliance with any expectations of the User. The Licensor notifies that it has not authorized its employees or third parties involved in the execution of this License Agreement to make any statements, give guarantees or promises regarding the Application; any statements made without the Licensor's order are considered invalid.

6.2. The Licensor, within the framework of this License, does not provide and is not obligated to provide any warranty service and/or technical support for the Application.

6.3. The Licensor does not guarantee the security of the Device and the data stored on it after the installation of the Application. The User, by accepting the terms of the License, assumes the risks of loss/damage to data and independently takes all necessary security measures to protect the data and information recorded in the memory of the Device.

7. LIABILITY OF THE PARTIES

7.1. The Licensor shall not be liable for any direct or indirect consequences of any use or inability to use the Application and/or damage caused to the User and/or third parties as a result of any use, non-use or inability to use the Program or its individual components and/or functions, including due to possible errors or failures in the operation of the Program, except in cases expressly provided for by law.

7.3. The User is hereby notified and agrees that when using the Program, the following information is automatically and anonymously (without reference to the User) transferred to the Licensor: the type of operating system of the User's Device, the version and identifier of the Program, statistics on the use of the Program's functions, as well as other technical information.

7.4. All questions and claims related to the use/inability to use the Program, as well as violations of the law and/or the rights of third parties identified in this regard, must be sent to the following e-mail address: support@brics-pay.com

8. LICENSE VALIDITY

8.1. The License shall apply to all subsequent updates/new versions of the Program. By agreeing to install an update/new version of the Program, the User accepts the terms of the License for the corresponding updates/new versions of the Program, unless the update/installation of a new version of the Program is accompanied by another agreement.

8.2. Amendments to the Agreement shall be made in the manner prescribed by applicable law. The Agreement may be amended or supplemented by the Licensor unilaterally without notifying the User at any time. The new version of the License shall enter into force from the moment it is posted on the website at the address: <https://app.brics-pay.com>, unless otherwise specified in the relevant publication (in the text of the new version of the License).

8.3. Continued use of the Application after amendments and/or additions have been made to the License Agreement shall mean the User's acceptance and consent to such amendments and/or additions.

8.4. Each time the User uses the Application, he/she agrees to the terms of the License in the version that was in effect at the time of actual use of the Application.

8.5. This Agreement shall be governed by and interpreted in accordance with the laws of the Russian Federation. Issues not regulated by this Agreement shall be resolved in accordance with the laws of the Russian Federation. All possible disputes arising from relations governed by this Agreement shall be resolved in the manner established by the current legislation of the Russian Federation, according to the norms of Russian law. Throughout the text of this Agreement, unless expressly stated otherwise, the term "legislation" shall mean the legislation of the Russian Federation.

Notwithstanding the foregoing, nothing in this Agreement shall be construed as prohibiting the Licensor from seeking the application of interim measures (or other similar measures of immediate protection) in a competent court of any jurisdiction.

9. PRIVACY POLICY

9.1. By concluding the Agreement, the User voluntarily, of his own free will and in his interests gives the Licensor written consent to any methods of processing his personal data (Personal information), including any action (operation) or set of actions (operations) performed with the use of automation tools or without the use of such tools with personal data,

including collection, recording, systematization, accumulation, storage, clarification (updating, modification), extraction, use, transfer (distribution, provision, access) to third parties, depersonalization, blocking, deletion, destruction of personal data, for the purposes established by this Policy. In this case, the storage period of Users' personal data may not exceed the periods required to achieve the purposes of their processing.

9.2. In this policy, Personal information is understood to mean:

9.2.1. Information that the User provides about himself independently during registration, authorization and identification, as well as in the process of further use of the Application, including the telephone number and other personal data of the User;

9.2.2. Data that is transferred automatically depending on the settings of the User's software, including but not limited to: IP address, cookies, telecom operator networks, data on the software and equipment used by the User to work in a communications network, including the Internet, parameters and settings of Internet browsers, information and materials transmitted and received using the Application, including the User's orders and preferences, the individual number (ID) of the Application, the User's location.

9.3. The Licensor shall not be liable for the procedure for using the User's personal information by third parties with whom the User interacts within the framework of using the Application.

9.4. The User understands and accepts the possibility of using third-party software in the Application, as a result of which such persons may receive the above-mentioned anonymized data.

The specified third-party software may include, among other things:

- systems for collecting visitor statistics (e.g. Google Analytics, etc.);
- social plugins (blocks) of social networks (e.g. Facebook, etc.);
- banner display systems (e.g. AdRiver, etc.);
- other systems for collecting anonymized information.

9.5. The Licensor has the right to establish requirements for the composition of the User's Personal Information, which must be provided to use the Application. If certain information is not marked by the Licensor as mandatory, it is provided or disclosed by the User at their own discretion.

9.6. The Licensor does not verify the accuracy of the personal information provided, believing that the User acts in good faith, prudently and makes all

necessary efforts to keep such information up to date. The consequences of providing false information are defined in the Agreement.

9.7. The Licensor has the right to use the Personal Information for the purpose of fulfilling this Agreement for the following purposes:

- Concluding agreements with the User or third parties;
- Fulfilling obligations under concluded agreements, including providing the User with access to the Application;
- Identifying the User as part of fulfilling obligations under agreements concluded with him;
- Providing technical support in connection with the use of the Application;
- Ensuring communication with the User for the purpose of information services and improving the quality of the Service, including through notification with the involvement of third parties;
- Distribution among Users, as the target audience, of the Licensor's advertising materials within the framework of loyalty programs.

9.8. The Licensor has the right to:

- Using anonymized data for targeting advertising and/or information materials by age, gender, and other characteristics;
- Conducting marketing, statistical and other research and events.

9.9. The Licensor stores Personal Information and ensures its protection from unauthorized access and distribution in accordance with internal rules and regulations.

9.10. The User's Personal Information is kept confidential (except for cases when the Application technology or the settings of the software used by the User provide for an open exchange of information with other Users of the Application or with any Internet users).

9.11. In order to improve the quality of the Application, the Licensor has the right to store log files on actions performed by the User within the framework of using the Application, as well as in connection with the conclusion and execution by the User of the Agreement and other agreements on its part, for 3 months.

9.12. The Licensor has the right to transfer Personal information to third parties, including mobile operators, in the following cases:

- The User has expressed their consent to such actions, including cases where the User applies settings to the software used that do not limit the provision of certain information;

- Performance of work/provision of services by a third party on the instructions of the Licensor for the purpose of fulfilling this Agreement, including those necessary for the normal functioning of the Application;
- The transfer is necessary within the framework of the User's use of the Application's functionality;
- In connection with the transfer of the Application into the possession, use or ownership of such third party, including the assignment of rights under agreements concluded with the User in favor of such third party;
- At the request of a court or other authorized government agency within the framework of the procedure established by law;
- To protect the rights and legitimate interests of the Licensor in connection with the violation of agreements concluded with the User.

9.13. The User has the right to independently edit the Personal Information provided by them during registration at any time (except for the mobile phone number).

9.14. The User has the right to delete their own account and exercise the right to revoke consent to the processing of personal data by sending the Licensor a request to delete their account to the address: aml1@brics-pay.com.

10. FINAL PROVISIONS

10.1. The provisions of the legislation on consumer protection shall not apply to the relations of the parties.

10.2. If for any reason one or more provisions of this Agreement are recognized as invalid or unenforceable, this shall not affect the validity or applicability of the remaining provisions of the Agreement.

10.3. Nothing in the Agreement may be understood as establishing between the User and the Licensor an agency relationship, a partnership relationship, a joint activity relationship, an employment relationship, a personal hiring relationship, or any other relationship not expressly provided for by the Agreement.

10.4. Inaction on the part of the Licensor in the event of a violation by the User or other Users of the provisions of the Agreement does not deprive the Licensor of the right to take appropriate actions to protect its interests later,

and does not mean a waiver of the Licensor's rights in the event of subsequent similar or similar violations.

10.5. All disputes under or in connection with the Agreement shall be subject to consideration in court in accordance with the current procedural law of the Russian Federation.

