



UNITED  
DISCOUNT  
SYSTEM

GLOBAL INTELLECT SERVICE – F.Z.C.  
Ajman Free Zone, Shk.Rashid Bin Saeed  
Al Maktom Street, Block C1

The present Offer (the Offer) shall determine the procedure of granting a temporary access to international network of UDS Game App Users (hereinafter referred to as the App), and mutual rights, obligations and relations between the App Moderator Administration (the Licensor) of the one part, and the Customer (the Licensee) of the other part.

**App** – multicomponent UDS Game software as described in clause 2 of the Offer.

**Website** – Web-resource [www.udsgame.com](http://www.udsgame.com)

**App Moderator Administration (Licensor)** - GLOBAL INTELLECT SERVICE FZC, Trade License No 9478, address: Ajman Free Zone Authority (UAE). This is the Company that has actual rights for App including but not limited to intellectual property rights.

**Agent of the Licensor or Agent** – legal entity acting for the benefit of the Licensor on the ground of the Special Contract concluded between the Agent and the App Moderator Administration, and engaged by the Licensor for collecting and transfer to the Licensor of the license payments of the Customers.

**Customer or Licensee** – legal entity or individual entrepreneur purchasing the License under Start+ program.

**User** – individual using the App on a gratuitous basis in order to participate in offers of the Customers and (or) acquisition of the points for recommendations;

**License under Start+ program (License)** –non-exclusive user right for use of the App granting to the Customer access to the international network of the Users, provided that the Customer pays monthly Subscriber's fee. It includes App panel, Cashier app, the institution (Company) administrator app.

**Subscriber's fee** – regular payment performed by the Customer for the License.

**License activation** – payment of Subscriber's fee.

**Cashier** – the Customer's officer(s) performing primary registration of the Users for each specific institution (Company) of the Customer by: QR code scanning, entering six-digit unique numerical code into the App, web-version of the App or into the User registration system integrated with the App.

**Bonus points** – accrual to the App Customer a specific interest in form of bonus points, including from the purchases of his friends to whom he has given a recommendation via the App, having registered them in his team using the App.

**Cashback** – delayed discount provided to the App User in form of refund of a part of the cost to the account in the App.

## 1. General provisions

1.1. The Customer shall be provided with a full License, for which he shall pay the Subscriber's fee in the amount, within the period in order and under the terms specified in the present Offer.

1.2. The Customer shall be aware and accept that the License shall be provided to the Customer under such terms and rules that are applicable on the date of acceptance of the present Offer. The Customer shall not be entitled to sublicense the License.

## 2. Name and specification of the App

The software shall be comprised of the following:

2.1. The App for the Users – Individuals, shall be provided to them on a gratuitous basis and allow to:

- monitor all offers off the Customers;
- get discounts among the Customers in accordance with clause 5.2 of the present Offer;
- get points for recommendations;
- receive PUSH-notifications from the Companies.

## 2.2. Functions of the App for Customers:

<b>Functions</b>	<b>Lite</b>	<b>Pro</b>
Payment history review	+	+
User review	+	+
User detailed information review	+	+
Cashier addition	Only for 1 Cashier	+
Manager addition	-	+
Offers creation	1	3
News creation	+	+
Pricelist creation	+	+
PUSH-notification delivery	-	(1 for 7 days)
Response review	+	+
Accrual of points	+	+
Service assessment review	+	+
Addition of information about the company (name, description, working hours, telephone numbers).	+	+
Addition of information about addresses of the Branches	Only 1 address	+

2.3. The Cashier mobile app shall be provided in Pro version and shall provide an opportunity to perform settlements with the Customers.

2.4. The Administrator app shall provide an opportunity to monitor transactions performed via UDS Game mobile Application online.

2.5. To verify the App quality and availability of the said functions we advise you to try free demo-version of the App. Demo-version login and password may be obtained from the relevant partner or by sending the relevant inquiry to the Licensor to [support@udsgame.com](mailto:support@udsgame.com). By payment for the License the Customer shall confirm availability of the said functions of the App of proper quality.

### **3. Cost of the Services. Settlement order.**

3.1. Cost of one Pro License for the Customer shall be comprised of a single payment in the amount of USD900 (Nine hundred) and annual Subscriber's fee in the amount of USD200 (Two hundred) per annum, the cost of one Lite License for the Customer shall be comprised of a single payment in the amount of USD400 (Four hundred) and annual Subscriber's fee in the amount of USD200 (Two hundred) per annum.

For the purposes of payment of the Subscriber's fee the year shall be recognized as a period from the date of activation of the License to the date preceding the same date of the following calendar year (for example, from May 25, 2017 until May 24, 2018, from January 1, 2018 until December 31, 2019 etc.).

The Customer shall be entitled to pay the Subscriber's fee on a monthly basis, at that the Subscriber's fee shall amount to USD20 (Twenty) per month.

3.2. If the Customer terminates the License within the prepaid period the money shall not be subject to refund.

3.3. The Customer shall have no right to dispose of the Licenses in any manner, including to grant, resale, lease, sublease, grant a right for both fee-based and free access.

3.4. The License cost shall not include taxes provided for by the applicable law. If the law of the country of the Customer's stay provides for payment of taxes for the License purchase, the License cost should be increased on the tax amount in such a manner that after withdrawal of the tax by the Customer the Licensor shall receive the net cost of the License.

The Customer in case of performance of the payments under the present Offer directly to the Licensor, shall by himself withdraw the taxes from the duly calculated increased License cost and shall pay it to the budget of the country of the Customer's stay.

3.5. Payment of the Subscriber's fee shall be performed by the Customer as annual advance payment on the ground of the invoices issued by the Licensor or the Subagent for the benefit of the Licensor.

3.6. Payment shall be performed in the currency of the Customer's stay. USD shall mean US Dollar (on condition that 1 USD shall be equivalent to 1 US Dollar) according to the exchange rate as of the date of invoice.

### **4. Order of transfer of non-exclusive rights for the App**

4.1. Activation of the License occurs after full payment under this offer.

4.2. Upon activation of the License the Customer shall be provided with login and password using which he shall have an opportunity to access any services of the App from his personal computer or mobile device.

4.3. Upon activation of the License the Customer shall be reflected in the dispatching system for the Customers in the App and shall get an opportunity to control provision and registration of discounts and offers provided to them.

4.4. One License shall be provided to the Customer for one type of activity. If the Customer deals with several types of activity, it shall be required to purchase a separate License for each type of activity.

## **5. Rights and liabilities of the Parties**

5.1. The Customer shall be entitled:

5.1.1. To use all App services in accordance with rules placed on the official website of the Licensor.

5.1.2. To independently determine the interest amount of the discounts provided or points assigned as per levels and their number.

5.1.3. To place the App logo within the Customer's office

5.1.4. To send PUSH-notifications to all Users of the App having joined the Customer's Company not more than once per seven calendar days.

5.1.5. Perform extra PUSH-notification delivery for extra fee, if necessary.

5.2. The Customer's liabilities and order of the App use:

5.2.1. For comprehensive and efficient operation of the App the Customer shall establish basic discount and cashback for absolutely all UDS Game App Users. Product name and range for which discount and cashback are provided for, shall be determined by the Customer at his own discretion.

5.2.2. In addition to basic discount the Customer shall determine the discount amount from the bill of the first User for three levels of the App referral system. Their amount shall be also determined at the Customer's discretion upon activation of the License.

5.2.3. The User upon receipt of the bill shall show to the Customer's officer QR code or six-digit unique numerical code. The Customer's officer in his turn shall read QR code in Cashier app or enter six-digit unique numerical code into this app, its web-version or registration system integrated with UDS Game app.

5.2.4. The Customer shall be obliged not to refuse to the Customer to validate checks, apply the terms of the offers and to provide bonus points stated in the App.

5.2.5. The Customer shall be obliged to amend terms of the offers or events announced in the App not more than once per ten calendar days.

5.2.6. The Customer hereby understands and accepts that he should himself take care of technical capacity for the App functioning, including availability of the phone for QR code scanning, PC for installation of the App in order to enter codes and get access into Internet.

5.2.7. The Customer shall be obliged to independently monitor reports and control its officers.

5.2.8. In case of refusal from the App immediately inform of it the support service at: [support@udsgame.com](mailto:support@udsgame.com).

5.2.9. The Customer shall agree not to undertake actions or place any data, otherwise promote the information, including to place links for materials directly or indirectly violating copyrights and/or associated rights infringing on foreign intellectual property; materials of erotic, sexual and pornographic nature; materials that incite national, racial or religious envy and opposition, propagating or agitating for violence, extremism, terrorism, genocide, suicide and other activity threatening life and/or health; materials giving offence to any social groups, individuals or companies; materials of provoking nature, and violating common moral and ethic norms; other materials publication of which is prohibited or contradicts to the applicable law and norms of international law, and the Customer shall be obliged not to conduct any actions that can cause error of the standard operation of the App and of its services.

5.2.10. Use of the App materials without the consent of the right holders shall not be allowed.

5.2.11. The Customer shall have no right to transfer, sell, grant, sublicense, grant a right for use, otherwise to dispose of the License towards the other party. The License shall be intended only for temporary use of the Customer.

5.2.12. For violation of the clause 5.2.11., or other terms of the present Offer the Customer shall pay monetary compensation to the Agent in the amount of the double cost of the License, specified in clause 3.1. of the present Offer.

5.2.13. The Customer shall not be allowed to promote via App and to place any materials relating to following types of activity: business trainings, business promotion workshops; business of sexual nature (including sex shops, intimate trainings, courses, workshops, any form of prostitution and pornography; massage salons with intimate elements presented as a form of relax; striptease etc.); activity of religious nature (churches; mosques; synagogues; any educational institutions; sects etc.); ritual activity (manufacturing of ritual monuments, coffins, wreathes, boxes, crematoriums etc.); business intended only for sale of alcohol and tobacco products; business related to engineering machinery sale; business of

insurance brokers and agents; pawnbroker's business; business for monetary loan granting and acceptance; investment business; esoteric business (magicians, chiromancers, astrologists, spiritual healers, fortunetellers, traditional practitioners etc.); any kind of activities related to developing and promoting UDS Game app and/or similar solutions as well as spreading negative information about the App; services providing by individuals (photographers, make-up artists, stylists without business license); business that is strictly forbidden in the country of residence; lease of cottages/ houses/ apartments; business related to sale of UDS Game product; business related to multilevel marketing; also the Licensor shall be entitled to refuse to grant the License when the individual/ independent partner does not represent any company but sells products or provides discounts and bonuses on behalf of the company that has not been duly registered or on behalf of the company having no any relation to its management

5.2.14. Upon registration of the company operating via web-store the Customer shall be obliged to integrate with UDS Game system. The Customer shall also understand and accept that the web-store shall be a website selling the products via Internet. It shall allow its Users to execute an order, select payment and delivery method and pay for the order online in their browser or via the mobile app. At that the product shall be supported on remote basis.

5.2.15. Not to mislead UDS Game app users by false offer, discounts and specification of non-existing branch of the Customer's company

5.3. Rights of the Licensor:

5.3.1. The Licensor shall be entitled to send to the Customer informational letters on the App development, new offers and of advertising nature.

5.3.2. The Licensor shall be entitled to conduct preventive works with temporary suspension of operation of the App both with and without any prior notice to the Customers.

Hereby the Parties understand and accept that for comprehensive operation of the App, the Licensor shall automatically send updates and the Customer shall timely install it.

5.3.3. The Licensor shall preserve a right to amend (moderate) or delete any information published by the Customer at its own discretion, disable Client's access to the App in case of violation by the Customer of clauses 5.2.9 and 5.2.13 of the present Offer, the applicable law and regulations of the international law and in other cases.

5.3.4. If the Customer repeatedly refuses to UDS Game App users to validate checks, apply the terms of the offers and to provide bonus points stated in the App, the Administration shall have a right to eliminate the company from the general list, terminate the License and close the account in UDS Game software on a unilateral basis. In this case monetary funds for use of the License shall be not subject to refund.

5.3.5. To suspend provision of the services if no Subscriber's fee has been received.

5.3.6. To refuse to approve publication of the User in the general list on the ground of the rules of morality and general rules of publication of the User's name, description and photos.

5.4. The Licensor shall be entitled to refuse to grant the License if he believes that the Customer does not correspond to the App standard. To avoid conflict situations the Customer is advised prior to the License activation to clarify opportunity of granting the License having send the inquiry to [moderator@udsgame.com](mailto:moderator@udsgame.com) with description of the Customer's Company. If the Licensor refuses to grant the License paid for by the Customer the money shall be refunded to the Customer (except for refusal to the Customer having the Partner's Account or to the Partner).

5.5. To amend the amount of the License payments on a unilateral basis but not more than once a year with prior notice of the Customer at least 30 calendar days prior to effect of the amendments.

5.6. The Licensor's liabilities are to ensure correct operation of the App and provision of technical support of the App, if necessary, in order and under the terms determined by the Customer and the Licensor in supplementary agreements.

## **6. Miscellaneous**

6.1. The Licensor shall have no access to accounting and other documents of the Customer and do not monitor the Customer's statistics.

6.2. If the court recognizes any of the provisions of the present Offer to be invalid or not to be subject to enforcement, this shall not cause invalidity of the other provisions of the Offer.

6.3. Omission by the Licensor in case of violation by any of the Customers of the provisions of the present Offer does not deprive the Agent of right to undertake proper actions further to protect its interests and copyrights and exclusive rights, personal non-proprietary and other rights for the App and its materials.

6.4. The Customer shall understand and accept that liability of the Licensor towards the Users shall be limited to publication on the Website of the transaction subject and terms on behalf of the Customer.

6.5. If the Customer repeatedly violates obligations provided for by the present Offer, the Licensor shall be entitled to block the account access and terminate the License.

6.6. In addition to the present Offer all special documents regulating provision of the specific services of UDS Game App and publicly available documents on the Website shall be referred to relations between the Customer and the Licensor.

6.7. Upon acceptance of the present Offer, the Customer confirms his consent to receive, process and store his personal data in accordance with privacy policy. The Customer's personal data shall be received, processed, stored and disclosed in accordance with regulations of the applicable law and in order to render to the Customer existing and new services of UDS Game App.

6.8. The Parties shall recognize equal legal force of handwriting and facsimile signature (mechanically performed using the printing block).

## **7. Force majeure**

7.1. The Parties shall be held harmless for failure to perform or improper performance of the obligations under the present Offer if proper performance is impossible due to effect of force majeure, that are emergency and non-preventive under these terms circumstances, that are: natural disasters, fires, floods, earthquakes, military acts or announcement of the state of emergency, riots, civil disorders, adoption of binding on the Right holder regulatory legal acts, amendments to law, impeding performance of the obligations under the present Offer and beyond the will of the Parties.

7.2. The Party affected by force majeure shall prove existence of force majeure by presentation of authentic documents.

## **8. Period and termination order**

8.1. Acceptance of the present Offer shall mean conclusion between the Customer and the Licensor of the License Agreement for the period of 1 (One) calendar year from the date of the License Activation. If the Parties have no claims against each other, the License Agreement period shall be renewed until performance of payment by the Customer in accordance with terms of section 3 of the present Offer.

8.2. In case of early termination of the license agreement the Parties shall perform mutual settlements for the services actually rendered except for the cost of a single payment upon the License Activation specified in clause 3.1. of the present Offer within 5 (Five) business days.

## **9. Order of the dispute settlement**

9.1. Applications, suggestions and claims of the individuals and legal entities to the Licensor and to the Agent in relation to the present Offer and all matters for the License operation, violation of rights and interests of the third parties due to use the App shall be referred to e-mail: support@udsgame.com.

9.2. The Parties are aware and agree that all disputes and disagreements that may occur shall be reviewed according to the location of the defendant.

## **10. Acceptance Procedure**

10.1. Activation of the License by the Customer shall be recognized to be unconditional acceptance of provisions of the Offer (the Accept).

10.2. The present Offer shall be addressed to legal entities or individuals registered as individual entrepreneurs and shall not be applied to individuals including those running a business without being registered.