USER AGREEMENT

1. General provisions

1.1. OBJECT CONTROL Limited Liability Company (hereafter the Contractor/or Company) publishes this Public offer agreement (hereinafter – the Agreement and/or Offer) for provision of services on Contractor's Website objectcontrol.com.ua and mobile applications OBJECT CONTROL for iOS and Android mobile devices.

1.2. According to sec. 633 of the Ukrainian Civil Code (Ukrainian CC), this Agreement shall be a Public offer agreement, and in case of acceptance of the below terms, any competent natural entity or company (legal entity) (hereinafter – the User) shall meet terms and conditions hereof.

1.3. Software product OBJECT CONTROL shall be Contractor's property and belong to it by virtue of the Resolution on registration of the agreement concerning author's right issued by the Ministry of the Economic Development and Trade of Ukraine dd. 05.08.2019 No. 4468.

1.4. Monitoring algorithm for the object using Object Control software product is protected by invention patent dd. 11.12. 2017 No. 115690 "Method of recording the object for identifying its validity" and utility model patent dd. 10.03/ 2016 No. 105316.

1.5. Except as otherwise provided herein, the following terms and definitions shall apply:

1.5.1. Offer means a public offer from the Contractor addressed to any competent natural person and/or company for execution therewith a Public offer agreement for provision of services containing herein;

1.5.2. Administrator means a person appointed by the Contractor and liable for ensuring the operation of OBJECT CONTROL services arisen in the course of OBJECT CONTROL use.

1.5.3. Accept means full acceptance by the User of Agreement terms and conditions;

1.5.4. Contractor - OBJECT CONTROL Limited Liability Company, registered address: 40B Hlybochytska str., suite 23, 04052, Kyiv, Ukraine.

1.5.5. OBJECT CONTROL means a software product consisting of a mobile application for iOS, Android mobile devices and server equipment, designed and administered by the Contractor and shall be a platform for generation of Reports on objects' condition and their exchange (real estate, vehicles and other property) using photo and video recording, integration of a qualified e-signature, geolocation and text comments (hereinafter – OBJECT CONTROL);

1.5.6. Server means a complex of software and hardware intended for information storage and ensuring OBJECT CONTROL functionality;

1.5.7. Website means objectcontrol.com.ua Website on the Web;

1.5.8. User means any competent natural person or company accepted these terms and conditions and uses Company's services. An authorized representative employee and/or representative of such company may use OBJECT CONTROL on behalf of the company.

1.5.9. Object means any material object (real estate or movables), in respect of which the User had a need to control its condition and location, and record other certain characteristics as well;

1.5.10. Service means any operation, other than provision of goods, connected with service provision to be consumed in the course of any action or any activity for satisfaction of customer's personal needs;

1.5.11. OBJECT CONTROL services mean any paid and free of charge services provided by the Contractor using OBJECT CONTROL mobile application (e.g., including, but not limited to, all its possibilities: text, data, information, software, diagrams or photos, images, etc.) and any other services provided by the Contractor using OBJECT CONTROL services;

1.5.12. User account means a User account in the Web site functional system, to be created by the User and belongs to the Contractor, with the help of which the User may manage his/her Reports on Websites;

1.5.13. Registration means acceptance by the User of an offer for execution hereof and a procedure, in the course of which the Customer shall provide required information

by filling out relevant forms of the Website in order to use Website services. Registration is considered completed only if all its stages are successfully completed according to the instructions published on the Website.

1.5.14. Personal data means information or set of information about a natural person, who is identified or may be specifically identified with their help;

1.5.15. Authentication means verification of customer's application legality to the Contractor to start using the services;

1.5.16. Authorization means a permission from the Administrator to carry out operations using OBJECT CONTROL;

1.5.17. Contractor's data base means Contractor's hardware complex providing customer's use of OBJECT CONTROL services and contains information about the customer sufficient to its identification and authentication according hereto;

1.5.18. Report means a collection of data on Object that is formed as the result of using OBJECT CONTROL program, zipped in file containing an Inspection report in pdf format, photo materials with the inspection time and Object geolocation applied to them, and table containing the information about the object and other data that may be agreed upon between the User and the Contractor, and shall be sent to the consumer;

1.5.19. Geolocation means a process for identification of phone's geographical coordinates;

1.5.20. Qualified e-signature (QES) means an improved e-signature created using qualified e-signature device and is based on qualified public key certificate functioning in accordance with the Ukrainian Act on Electronic Trust Services (the term "electronic digital signature" or "EDS" may be used as well).

1.6. The User shall not breach Contractor's intellectual property rights as the owner of OBJECT CONTROL software product, shall not create similar software products or order its creation from the third parties.

1.7. The User shall hereunder be entitled for the duration hereof (non-exclusive license) to use OBJECT CONTROL software product as intended in Customer's own business activity by installing mobile application, access to Website, user account in accordance with OBJECT CONTROL use instructions.

1.8. If the User disagrees this Agreement fully or partially, the Contractor asks him/her to leave this Website and/or delete OBJECT CONTROL from device. These terms and conditions control User's use of OBJECT CONTROL Websites and services.

1.9. OBJECT CONTROL use means that the User read and understood this Agreement, recognizes and accept its terms and conditions. Rights and obligations of the Parties, OBJECT CONTROL use instruction may be contained in other materials as well, published on Website (or links published on Website). Such articles and materials are considered to be an integral part hereof.

1.10. By starting the use of any OBJECT CONTROL service, installing a mobile application and moving to server part or web, and/or completing registration procedure, the User shall confirm his/her competency and acceptance of terms and conditions hereof to the full extent without reservations and exceptions whatsoever. If the User disagrees any provision hereof, the User may not use OBJECT CONTROL services.

1.11. The Company hereby suggests the Internet users using their services under the terms and conditions provided for herein.

1.12. The Company suggests the User services for OBJECT CONTROL use in order to generate and transfer Reports on Object condition using photo recording, geolocation, adding text comments, signing the received information using a qualified e-signature (QES), storing report archives (Object record).

1.13. The User shall independently use the Reports created by OBJECT CONTROL. Consequently, the Contractor shall not use Reports, but to provide a tool and platform for their generation and sending only.

1.14. Using OBJECT CONTROL options and services means acceptance of obligations to follow rules and instructions on using OBJECT CONTROL services, including hereof.

1.15. The User may suspend service provision for technical reasons being under or beyond Contractor's control, whereof it shall inform the Users.

1.16. The Contractor may suspend service provision, if the User uses the application with the breach of terms and conditions hereof or applicable law.

2. User registration, authentication and authorization

2.1. The User shall register with OBJECT CONTROL in order to obtain services by filling out the application form indicating valid e-mail address, whereto the User only has an access, mobile phone number, and other data required for registration. Thereafter, the User receives e-letter with the registration confirmation and containing link required for registration completion, or with the password for logging in (user account).

2.2. Authorization shall be carried out by the Contractor based on the selected service pack or individual conditions.

2.3. The User shall be liable for all actions concerning use of his/her e-mail address, mobile phone number and password for logging in the Websites. The User may use Website services exclusively with its own e-mail address, mobile phone number and password. When transferring user account access data to other user (third party), such account may be disabled by the Administrator.

2.4. The User shall keep password confidential and shall not disclose/transfer it to the third parties.

2.5. The User shall immediately change OBJECT CONTROL access data, if there are reasons to suspect that his/her e-mail address, phone number and password used to log in OBJECT CONTROL have been disclosed or may be used by the third parties.

2.6. The User may have the right to generate Reports using OBJECT CONTROL after Contractor's authentication and authorization, and may save them, review and send using Website.

2.7. In the course of authentication, the User shall download a QES Certificate in OBJECT CONTROL and when generating a Report, he/she signs it using QES. The User acknowledges the legal force of the document signed with QES in accordance with the Ukrainian law.

2.8. The User ensures that when installing OBJECT CONTROL application, he/she made all setting on mobile phone providing proper Application operation, in particular: permission for using the camera, geolocation, file store and other required settings is given.

3. Generation, storing and sending the report

3.1. The authorized User generating Reports using OBJECT CONTROL shall specify in the Report the information according hereto and instructions published on the Website, and provide correct and full information about Objects. By generating a Report, the User confirms that he/she provides correct and true information about the Object.

3.2. The User shall, in order to generate a Report via OBJECT CONTROL, introduce in the application form available in the mobile application all data on the Object, make photos using smartphone camera, add text notes, sign the Report using his/her personal e-signature and send it formed document on Contractor's server.

3.3. The User ensures that he/she takes no actions aimed at distortion, change of object data, in respect of which the Report is generated.

3.4. The User may send Reports to the third parties using OBJECT CONTROL on their e-mail addresses.

3.5. The User may, by using OBJECT CONTROL, send the Report for signing to other parties via electronic document management services.

3.6. When sending the Reports to the third parties, the User shall solely liable for distribution of Report's information to the third parties.

3.7. The Reports shall be stored on OBJECT CONTROL Server at least for 1 (one) year as of Report generation date, except as otherwise provided in the terms and conditions of the separate agreement.

3.8. The User shall not:

3.8.1. Duplicate reports, photos;

3.8.2. Generate Reports by type that does not meet the Object;

3.8.3. Generate Reports with the headline containing repeating punctuation marks and/or analphabetic symbols;

3.8.4. Generate Reports with photos not concerning the Object, not connected thereto and illegible;

3.8.5. Insert in the Reports links to resources containing damaging elements;

3.8.6. Generate Reports, content of which may lead to the breach of the applicable laws;

3.8.7. Reports shall meet geographical data of place where the photo of the Object was made.

3.9. It is prohibited to generate Reports, content, photos and other data that breach the law, including aimed at goods sale, which turnover is banned.

3.10. Reports may undergo a random check with the Contractor's representatives.

3.11. The Contractor may delete Reports for the breach of the above list as requested by the right holder or competent public authorities.

3.12. The User shall not generate Reports, if their do not meet the topic of the selected object type or provisions hereof, and prevent from excessive use of OBJECT CONTROL.

3.13. Prevent from using inaccurate data in identification and object description, illegible photos.

3.14. Text boxes in the Report shall meet the requirements to their description and shall not contain inaccurate information.

3.15. Photos created using OBJECT CONTROL shall correspond the Object, text boxes and Report's templates. Photo shall represent the Object only. It is prohibited to make photos of Object's photo or its digital image, and other method of its reproduction whatsoever (e.g. scanning).

3.16. The Contractor shall not be liable for the content of the Reports, phots, text information or hyperlinks to resources provided for in the Report generated by the User using OBJECT CONTROL.

3.17. By creating a Report, the User shall ensure that:

3.17.1. Information containing in the Report meets this Agreement and/or law;

3.17.2. Report's headline contains information about the Object;

3.17.3. Report's text boxes do not contain repeating exclamatory and question marks, full stops and other marks;

3.17.4. A photo has obvious conceptual connection with the text of the Report or is intended to properly represent the Object;

3.17.5. Photo is of a good quality and depicted Object is clear;

3.17.6. the Report is generated by type that corresponds the Object;

3.18. The User shall not provide in the Reports information with the breach of terms and conditions hereof or rights of the third parties, in particular, information shall not contain:

3.18.1. vulgar, offensive expressions;

3.18.2. propaganda of hatred, violence, discrimination, racism, xenophobia, interethnic conflicts;

3.18.3. calls for violence and wrongdoing;

3.18.4. data violating personal (non-proprietary rights) or intellectual property rights of the third parties;

3.18.5. information promoting fraud, cheat or breach of trust;

3.18.6. information leading to operations with stolen or fake objects;

3.18.7. information that contributes to the infringement of the third party's property, trade secrets or the right to privacy;

3.18.8. personal or identification information about other persons without their express consent;

3.18.9. information containing data that contributes to the invasion of privacy that offends someone's honor, dignity or goodwill;

3.18.10. information containing slander or threats directed against any one;

3.18.11. sexually explicit information;

3.18.12. information spoiling the underage;

3.18.13. wrong and incorrect misleading information;

3.18.14. viruses or any technologies that may inflict damage on the Website, Company or other users;

3.18.15. information about services deemed to be immoral, in particular: prostitution or other that contradict standards of morality or law;

3.18.16. information otherwise breaching the laws of the country, where such Report is used.

4. Payment for services

   4.1. The User shall order (accept) paid OBJECT CONTROL services on the relevant service order page or via correspondent section of the mobile applications, in user account, as well as in any other sections of the Website or by execution of a service agreement.
   4.2. Prices for paid services shall be included in the agreement with the User or on Website, and depend on order parameters.
   4.3. Payment for Company's services shall be made as specified in the User Agreement.
   4.4. The Contractor shall repay for the non-provided services, if for some technical reasons such service could not be provided. The Contractor shall repay after the User provides payment evidences. In this case, repayment shall be displayed in User account, moreover, paid funds may be used in future.
   4.5. Funds paid for generation of Reports, contradicting the terms hereof and those deleted by the Contractor, shall not be repaid.
   4.6. In case systematic (two and more times) breaches hereof, repayment of User's funds shall be based on the decision of Contractor's administration after proper User's application. The Contractor may reject in repayment to the User, who systematically violates terms and conditions hereof.
   4.7. The User agrees that the confirmation of service provision on Contractor's side serves information available in the User account.

5. **General rights and obligations of the parties**
   5.1. All objects available by use of Contractor's services, including design elements, text, images, figures, video, computer programs, data bases, music, sounds and other objects, and any content published on OBJECT CONTROL are the objects of Contractor's exclusive rights and other right holders.
   5.2. Using the content and any other OBJECT CONTROL elements may be possible within its functions offered by one or another OBJECT CONTROL service. No OBJECT CONTROL content elements, as well as any content published on OBJECT CONTROL, may not be otherwise used without previous right holder's consent. Use shall mean, including, but not limited to: reproduction, copying, remake, distribution for any reason, etc.
   5.3. The Contractor shall not publish information introduced by the User in the course of OBJECT CONTROL use, and shall not use, publish, collect, reproduce, demonstrate, copy, duplicate, disclose to the public object copyrights, publications and data bases introduced by the User in OBJECT CONTROL, and in respect of information, images and photos on all known and unknown storage media provided thereto.
   5.4. By using OBJECT CONTROL, the User confirms that he/she is solely liable for the content of the generated Reports, and has all required rights, licenses, authorizations for information to be introduced in the Report, including all patents, trademarks, commercial secrets, copyrights or has appropriate written consent, license or consent from all persons and companies identified in the Report when required according to the applicable law.
   5.5. The User shall:
      5.5.1. Not use automatic programs for getting an access to OBJECT CONTROL without Contractor's written consent;
      5.5.2. Not copy, reproduce, change, distribute and provide the public with any information containing on the Website and in OBJECT CONTROL (except for records provided by the User him-/herself) without the prior written permission of the Contractor;
      5.5.3. Not interfere with and try to interfere with OBJECT CONTROL work and other activity, interfere with operation of automatic systems or processes in order to prevent or restrict the access to OBJECT CONTROL;
      5.5.4. Not use information provided by other Users other than for execution of the agreement directly with this User, without written consent of another User.
   5.6. When using Contractor's services, generating Reports using OBJECT CONTROL, the User shall give the Company a right to process their personal data under the terms provided for in the privacy policy published on the Website.

5.7. Access to the User personal data on the part of other Users is possible only when User's consent for such access is available or when complied with the relevant laws.

5.8. The Contractor shall use best endeavors to proper fulfillment of its obligations hereunder, including normal operation of Website services and non-disclosure to the third parties of personal data provided by the User as prescribed by the law.

5.9. The Contractor may for technical reasons temporarily set limitation as for OBJECT CONTROL services use, in particular, maximum number of photos, their resolution, maximum number of Reports, number of storage days and their size. If further work is technically impossible, the Contractor may at any time change or terminate operation of OBJECT CONTROL services, Website or their part with a mandatory notification of the User and ensure sending to the Customer all Reports generated by him/her, assuming no responsibility for such changes and termination.

5.10. In order to maintain a high quality of services, the Contractor reserves the right to restrict an option of generating a Report in OBJECT CONTROL, and restrict User's actions on the Website for required period in order to carry out maintenance provided that the Users will be timely informed on such works to be carried out.

5.11. The Contractor may block User's access to OBJECT CONTROL, if the User breaches the terms hereof. The breach shall be deemed confirmed, if the Contractor informed the User on the activity breaching the rules of OBJECT CONTROL or rights of the third parties. In this context, the Contractor reserves the right to delete or disable User account and delete at any time all Reports published by the User leaving a previous notification of the User on such disable and assuming no liability for its actions before the User and third parties.

5.12. The Contractor may transfer OBJECT CONTROL together with all its data bases, services and content, including Users' personal data, to its legal successor under agreements or for other reasons. Transfer and notifying the Users on such transfer shall be made in accordance with the requirements of the Ukrainian applicable law.

5.13. The User may send claims concerning operation of OBJECT CONTROL and/or Website using the feedback form that will be considered within five business days as of the day of their delivery or as of the day of receipt of information on claim in fact. The Contractor may at its own discretion terminate consideration of the claim and/or restrict number of responses to the Users who breached terms hereof. Contractor's representative, providing a support to Users by phone and/or answer Users' calls, may interrupt calls in case of threats from the User, abusive language, changing the talk on private topics, meaningless talks.

5.14. The Contractor reserves the right to require from the User at any time confirmation of data provided by him/her during registration, and, accordingly, ask supporting documents (in particular, copies/certified copies of identification documents), non-provision of which, at User's discretion, may be equal to provision of incorrect information. The Contractor may deny User's access to use Application and Website services with previous notification of the User or without it, if User's data provided for in his/her documents fail meet data entered by registration, and in case, when data entered by registration do not allow to identify the User.

5.15. The Contractor may at any time re-authenticate the User. If the User fails to pass the second verification, the Company may restrict OBJECT CONTROL use options. User sampling subject to the second verification shall be made by the Contractor at its own discretion.

5.16. The Contractor may at any time stop the support (functioning) of the certain OBJECT CONTROL versions for mobile devices based on any other operating systems. In order to further use of application, the User shall update a mobile application to a new version or download a mobile application in recent version.

6. **Details provided by the User to the Contractor**

6.1. The Contractor reserves the right to contact with the User: send information messages on e-mail and actual address indicated by registration, and send notifications on User's mobile phone.

6.2. Information collection shall be made using OBJECT CONTROL software applications by sending (entering, downloading) by the User of appropriate data required for Service operation.

6.3. The Contractor shall use technical information contained in the system, e.g. IP-addresses, according to the general rules for Internet messages and exclusively in order to provide operation of the Service and its improvement.

6.4. The Contractor shall store data of the last User's access to the system in order to provide high quality of OBJECT CONTROL service, customized to User's personal needs and interests.

6.5. The User shall have an access to OBJECT CONTROL services in time intervals of the continuous use – sessions. Registered User enters a part of the Website available exclusively after logging in and entering a password at least once in a session.

7. Limited liability

7.1. Having used OBJECT CONTROL services, the User shall confirm his/her consent that he/she uses OBJECT CONTROL at his/her own peril and risk "as is", assess and bears risks associated with generation of Reports, and the Contractor, including its management, employees and agents shall not be liable for the content of Reports generated by the User in the Application and published on the Website, for any losses being the results of using the Reports.

7.2. The Contractor shall not be a part of Report generation, it only provides an access to tools for such Report to be created, its storage and sending.

7.3. The Contractor may not control the accuracy of the information containing in the Report. The Contractor shall not be liable for any losses caused by the use of the Report.

7.4. The Contractor shall not be liable for Users' behavior or Reports generated by them. All disputed and conflicts between Users shall be settled individually without Company's interference.

7.5. The Contractor shall not be liable for any unauthorized access or use of OBJECT CONTROL servers and/or any information about users stored on them, and for any errors, viruses, "trojan horses", etc. that may be transferred to the third parties if it happened due to User's fault.

7.6. Inactivity on Contractor's side in case of violation by the User or other Users of provisions hereof shall not deprive the Contractor of the right to take appropriate actions to protect their interests later, and shall not mean Contractor's refusal of its rights in case of such violations in future.

7.7. The User may inform the Contractor about the breach of his/her right by the other User.

7.8. The Contractor shall not be liable for failure or obstacles to fulfilling obligations on providing an access to OBJECT CONTROL due to force majeure, which consequences cannot be avoided or overcome (in particular, government decisions, labor disputes, accidents, gaps in the overall communication system, etc.) The Contractor shall inform the Users thereof.

7.9. The Contractor shall not be liable for failures in OBJECT CONTROL operation caused by malfunction of equipment and User's software.

7.10. The Contractor, its management, employees and agents shall in no event be liable for direct, indirect losses and paid-off penalties whatsoever arising from OBJECT CONTROL use and its services by the User, including, but not limited to, cases where losses/damage were caused by use or incorrect use of OBJECT CONTROL and its services.

7.11. Nothing in the Agreement can be understood as the establishment between the User and the Contractor of agency relations, partnership relations, joint activity relations, labor relations, or any other relations not expressly provided for by the Agreement.

8. Agreement duration and termination of services

8.1. This Agreement shall come into force as of the date of registration with OBJECT CONTROL and shall be valid for life, unless otherwise is expressly provided for in the separate Agreement with the User.

8.2. The User may unilaterally terminate its work with OBJECT CONTROL.

8.3. If the Contractor introduces any amendments hereto, and the User disagrees them, the User shall stop using OBJECT CONTROL. Continuation of OBJECT CONTROL use shall be the confirmation of User's consent with the appropriate Agreement version.

8.4. Termination of the Agreement on Contractor's part may take place in case of breach of provisions hereof, causing any damage to the Contractor, including to its goodwill, or to other OBJECT CONTROL users, other actions contradicting this Agreement;

8.5. Legal relations may be renewed only after Contractor's decision, whereof the User will be informed.

9. Introduction of amendments to the agreement

9.1. In order to improve service quality provided by OBJECT CONTROL, and to meet requirements of the law, and respond to changes in market conditions, the Company may unilaterally introduce amendments hereto. A new version hereof shall come into force as of the moment of its publishing in the Internet, unless otherwise expressly provided for in a new version of the Agreement. The current version hereof and the archive are always on the Contractor's Website.

10. Miscellaneous

10.1. OBJECT CONTROL system notification will be sent by e-mail provided by the User in the course of User authentication and/or in form of Push-notifications, SMS, Viber- Telegram-messages on phone number provided by the User. If the User does not want to receive such notification, he/she may send a corresponding message to Contractor's Support service.

10.2. User-related information notifications shall be published on the Website and/or sent on Users' e-mails, who agreed to receive such notification by registration on the Website.

10.3. Users may refuse of receiving the information notifications by e-mail and or SMS, Viber-messages on their phone number, provided by them, at any time using "opt out of an email list" containing in User account. "Telephone" icon in User account allows the User to manage sending out SMS, Viber-messages and Push-notification by phone.

10.4. In case of disputed and contradictions between the Parties arising out of this Agreement or in connection herewith, the Parties shall settle them amicably. If any disputes, contradictions or claims arising in respect hereto or in connection herewith, including regarding its execution, breach, termination or invalidity, cannot be settled amicably, such disputes shall be settled in the court pursuant to Ukrainian applicable law.

10.5. This Agreement shall be governed and construed pursuant to Ukrainian law. Outstanding issues hereunder shall be settled pursuant to Ukrainian applicable law. All possible disputes arising from relations governed by this Agreement shall be settled as prescribed by the Ukrainian law, according to the Ukrainian regulatory provisions.

10.6. Terms defined elsewhere in this Agreement, unless otherwise provided for herein, as "applicable law" shall be understood both as the Ukrainian law and User's/Users' local laws.

10.7. The court's recognition of any provision hereof as invalid or not subject to enforcement does not result in the invalidity or non-compliance with other provisions hereof.