

SaaS Public Offer Agreement

This text is compiled in accordance with the law and is a public offer containing all essential terms of the agreement on the provision of access to the Software as a Service. The following terms are an offer by Quadrinex, hereinafter referred to as “the Contractor”, to any individual or legal entity, hereinafter referred to as “the Customer”, which accepts the terms of this Agreement.

Provided your unconditional acceptance of all terms and conditions of the public offer, the agreement on providing access to the Software as a Service shall be deemed concluded when you carry out the necessary actions listed in the public offer. By carrying out these actions, you agree to any and all conditions of the agreement on the provision of access to the Software as a Service.

The Agreement also applies to relations concerning the rights and interests of third parties that are not Parties to the Agreement whose rights and interests may be affected by actions of any Party.

1. Definitions and interpretation

1.1. SaaS Agreement shall mean the text of this public offer, which has been fully and unconditionally accepted by the Customer according to the procedure described herein.

1.2. Software as a Service (SaaS) means a model of providing the Customer access to the Software via the web browser or the client software.

1.3. Provision of access to the Software as a Service shall mean provision to the Customer access to the Software and its functions via a remote Internet connection to the Contractor’s software and hardware system.

1.4. Client software (hereinafter Software) means a set of program components which allow access to resources hosted at the server of the SaaS provider.

1.5. Client area is an online resource by the Contractor which is provided to the Customer at the following address: <https://quadrinex.com/ru>.

2. Subject of the agreement

2.1. The Contractor offers the Service of providing access to the Quadrinex Software and its applications (additional modules), as well as other accompanying services. The Customer undertakes to pay for these Services in accordance with the chosen pricing plan.

2.2. The Contractor provides these Services to the Client through allocating server resources and allowing the Customer access via the Internet to the resources that are required to use the Software in accordance with the chosen pricing plan.

2.3. The Contractor's obligations are limited by the terms of this Agreement. In particular, the Contractor's obligations do not include the provision of Internet access services to the Customer, setting up and/or performing diagnostics of computer hardware and software, and training the Customer or the Customer's employees how to use software and hardware.

2.4. All questions regarding the provision of Services shall be sent to the Contractor using the contact details specified in the "Contractor Details" section of this Agreement.

3. Rights and obligations of the Parties.

3.1. The Contractor is obliged to:

3.1.1. Provide the Customer with access to the Software by registration, assigning a unique name, and issuing a password for a login followed by the creation of a separate account for working with the Software through the Customer's personal account.

3.1.2. For the purpose of improving the quality of access to the Software, update the current version of the Software free of charge during the term of the contract, notifying the Customer about it by available means. This condition of a free update of the current version of the Software shall not apply to the development by the Contractor of new functional components of the Software. Application of the new functional components of the Software will be available to the Customer after the update and for a fee specified in this contract.

3.1.3. Ensure accessibility allowing possible technical maintenance period.

3.1.4. Ensure that personal data the Customer sends to the Contractor remains confidential.

3.1.5. Publish all changes and additions to this Agreement, including changes in the cost at least ten (10) days prior to their coming into force, on the website <https://quadrinex.com/ru>. The Contractor shall timely notify the Customer by e-mail of all situations requiring approval.

3.1.6. Notify the Customer immediately by e-mail about any changes in details, including bank details.

3.2. The Contractor has the right to:

3.2.1. Block access to the Software if the payment from the Customer under this contract is not received.

3.2.2. Change the cost of services, the terms of this Agreement, and its annexes without prior agreement with the Customer, while ensuring the publication of the amended terms on its website at <https://quadrinex.com/ru> at least ten (10) days before they come into force.

3.2.3. Refuse to provide services to the Customer in the following cases:

- The Customer causes a threat to the safety, health, and security of people;
- The services cannot be provided due to physical, topographical, or other natural obstacles;
- The Customer refuses to pay for the services provided or refuses to comply with the terms of the Agreement;
- The Customer or the end user of the Software provided by the Customer exploits the services illegally or unlawfully, thereby causing damage to the Contractor or third parties.

3.2.4. Use the information (anonymized data) received from the Customer for the purposes of its consolidation, analysis, marketing, and other research, by any means under applicable laws.

3.2.5. Employ specialists and contractors involved in the provision of services under this Agreement at its sole discretion.

3.2.6. Use the logo, company name, and other means of Customer identification to display information on the Contractor's website indicating the cooperation between the Customer and the Contractor.

3.3. The Customer is obliged to:

3.3.1. Pay for and accept the services of the Contractor timely, in accordance with the terms of the Agreement.

3.3.2. Refrain from assigning the rights under this Agreement to any third party without the Contractor's written consent.

3.3.3. Strictly adhere to and not violate the terms of the Agreement, as well as ensure the confidentiality of commercial and technical information, as well as personal data obtained during cooperation with the Contractor, in accordance with the terms of the Agreement.

3.3.4. Avoid using the Software for purposes prohibited by law or for purposes that violate the rights of third parties.

3.3.5. The Customer confirms that they have received consent to the processing and transfer of personal data to the Contractor from involved parties in accordance with applicable law.

3.4. The Customer is entitled to:

3.4.1. Get access and use the Software in accordance with its initial purpose.

3.4.2. Stop using the Contractor's services during the term of this Agreement. However, the Customer must pay in full for the provided services before sending the Contractor a notice for the termination of the Agreement.

3.4.3. Use the technical support service on the terms specified by this Agreement and its annexes.

3.4.4. Examine how the services are provided by sending requests for information without interfering with the activities of the Contractor.

3.4.5. To receive newsletters and notifications on issues related to the operation of the Software.

4. Copyrights and trademarks.

4.1.1. The Software is intellectual property and the subject to copyright which is regulated and protected by the intellectual property law and international law.

4.1.2. The algorithms of the Software and its source codes, including its elements, are the trade secret of the Contractor. Any actions to the Software that are not named in this Agreement as lawful are recognized by the Parties as illegal. They are also considered a violation of the Contractor's rights, which is the basis for the termination of this Agreement and making a claim to protect the Contractor's rights.

4.1.3. Responsibility for violation of the Contractor's copyright in relation to the Software comes in accordance with the law.

4.1.4. The Customer is not allowed to delete or hide information about the copyrights and trademark rights of the Software.

5. Payment Terms.

5.1. The cost of services is contractual. When it is agreed, the Customer must make a full prepayment.

5.2. The payment date is the day when the Contractor receives funds to the account.

5.3. The Customer is solely responsible for the accuracy of the payment. If the Contractor changes bank details, specifying them on the website, the payment should be made taking into account the new details that have been disclosed to the Customer.

5.4. The Customer pays for services by making bank wire transfers to the Contractor's account.

6. Technical support.

6.1. Requests and claims related to the provision of services can be sent to the Contractor via the feedback form on the website <https://quadrinex.com/>.

7. Confidentiality.

7.1. The purpose of this provision is to protect the information that the Parties provide (disclose) to each other during cooperation under the Agreement. Information security is ensured in accordance with the provisions of the Privacy Policy developed by the Contractor for these purposes. By accepting the terms of this Agreement, the Customer accepts the terms of the Privacy Policy explicitly.

7.2. The Parties agree to consider confidential all information provided to each other under this Agreement or with the purpose indicated therein, as well as details about this Agreement and the proposals made if only there are no exceptions in the provisions of the Agreement and its annexes.

7.3. Every party that receives confidential information (“the Receiving Party”) provided by another party (“the Disclosing Party”) is prohibited from disclosing confidential information to anyone without the express permission of the Disclosing Party. The Receiving Party must take all reasonable measures to protect the confidential information, including those measures it takes to protect its own confidential information/trade secrets.

7.4. The Receiving Party undertakes to use the disclosed information solely for the purpose of this Agreement implementation.

7.5. The Receiving party undertakes to limit the list of people who have access to confidential information exclusively to the employees involved in the Agreement implementation.

7.6. The obligations set forth in this section of the Agreement do not apply to the following information:

- information, which is available not through the fault of the party that received this information from the other party of the contract. This must be confirmed by appropriate evidence;
- information received by the parties from third parties without obligation of confidentiality;
- information subject to disclosure as stipulated by the current legislation. Such information could be provided only to the competent authorities in accordance with a procedure prescribed by law.

7.7. Providing third parties with confidential information is not defined as its disclosure if the other party gives prior written consent to the disclosure.

7.8. For each violation of the obligations on non-disclosure of confidential information specified in the Agreement, the Receiving Party undertakes to compensate all and any losses incurred as a result of such violation.

7.9. The obligations established by this Agreement regarding the protection of confidential information are valid for 5 (five) years from the date of disclosure.

7.10. After the depersonalization of information, including confidential one, the Contractor has the right to aggregate, systematize, and analyze this information in order to create databases as well as informational and analytical reports of various kinds. The Contractor guarantees the confidentiality and safety of the information contained in reports and databases in accordance with this Agreement and current laws. The Contractor is an owner of the exclusive rights to such information as well as analytical reports and database.

8. Personal data

8.1. When processing personal data disclosed by the Customer, the Contractor undertakes to adhere to the following principles:

- the processing of personal data must be carried out on a legal and fair basis;
- the processing of personal data should be limited to achieving specific legitimate goals;

- the storage of personal data should be carried out in a form that allows to identify the subject of personal data no longer than the purposes of personal data processing require it.

The Contractor stores information about the Customer during the period of granting the latter access to the Software, as well as 5 (five) calendar months from the date of termination of such access.

9. Liability of the Parties

9.1. The Parties shall be liable for non-performance or improper performance of their obligations under this Agreement as provided by law.

9.2. The Contractor shall not be liable for any actions of the Customer relating to the use of the Software, including the Customer's unreasonable expectations of the Software and failure to achieve desired economic performance or other results.

9.3. The Customer is solely responsible for the content, accuracy, legitimacy, and absence of any claims of third parties to the information placed by the Customer and/or end users on the Internet using the Contractor's Software. The Contractor shall not be liable for the information placed by the Customer.

9.4. The Contractor is not responsible for the quality of telecommunications and communication lines.

9.5. The Contractor shall be liable for damage caused to the Customer and end users as a result of the use or non-use of the Customer's services only in cases when the Contractor's wrongful action or inaction was fully proved.

9.6. The Contractor shall not be liable to the Customer for any damage incurred by the Customer in case of the loss and/or disclosure of the access data to the Software.

9.7. The Customer is fully liable for compliance with all legislation requirements, including advertising legislation, intellectual property legislation and related rights, trademarks and service marks protection. The Customer bears full responsibility for the content and accuracy of data specified when filling out a service request and payment documents for the Contractor's services.

9.8. The Customer shall, at its own cost and expense, settle all possible disputes and claims of third parties, respond to all instructions and demands of authorized executive bodies received by the Customer and the Contractor relating to the placement and/or other use of the content and/or content-related data under this Agreement, and in case of expenses and damages to the Contractor, to compensate them in full.

9.9. The Contractor reserves the right to suspend the provision of services to the Customer in case of violation of the terms of this Agreement until the Customer eliminates all violations and compensates all damage to the Contractor in full and/or terminate the Agreement by notifying the Customer via the email address specified in the service request. In the event of a termination of this Agreement by the Contractor under this paragraph, the Contractor shall have the right to a penalty in the amount of the difference between the price of services paid by the Customer and the cost of actually rendered services by the Contractor until the Agreement is terminated.

9.10. The Customer has the right to use the Software only in the ways and within the limits stipulated by this Agreement. The right to use the Software, unless expressly stated in this Agreement, shall not be considered granted to the Customer.

9.11. In the event of a dispute, the Parties agreed that the Contractor's statistics available to the Customer in electronic form through the web interface on the Contractor's websites or transferred to the Customer via email shall constitute sufficient confirmation of the quantity and cost provided under this Agreement.

10. Termination of the Agreement.

10.1. The Customer is entitled to initiate termination of the present Agreement by providing a written notice of the refusal of the Contractor's Services. In this case, deposits shall not be refundable.

10.2. The Contractor is entitled to initiate termination of the present Agreement in the absence of the Customer's direct fault. The Contractor shall notify the Customer in writing or via email at least 10 (ten) working days before the service termination date. In the same time frame, the remaining funds available at the time of termination of this Agreement shall be refundable to the Customer.

10.3. The present Agreement may be terminated on the initiative of the Contractor if the Customer does not properly comply with the terms of this Agreement. In this case, the remaining funds shall not be refundable to the Customer, and service payment debts shall be compensated by the Customer.

10.4. Upon termination of this Agreement for reasons other than those listed above, the issues of payment recalculations shall be solved by mutual agreement of the Parties or under the statutory procedure. Disputes and disagreements shall be settled by means of negotiations between the Parties. Matters still in dispute after negotiations shall be referred to a board of arbitration for determination.

11. Dispute settlement procedure.

11.1. In the event of disputes arising out of or relating to this Agreement, the Parties agree to take all possible steps to resolve them by means of negotiations.

11.2. The pre-trial claim procedure for resolving disputes shall constitute mandatory for the Parties. The claim processing period is 10 calendar days from the date of its receipt.

11.3. If the Parties fail to reach an agreement on the dispute that has arisen, the latter shall be referred to a board of arbitration for determination.

12. Force majeure.

12.1. Each of the Parties shall be released from liability for partial or full non-compliance of obligations under the present Agreement on condition that he/she proves that the non-compliance results from the circumstances of insuperable force arising after the conclusion of this Agreement such as fires, explosions, floods, earthquakes, strikes, hostilities, and other force majeure events that could not have been foreseen, prevented, or taken into account by the Party upon concluding this Agreement.

12.2. The exclusion from liability is valid only for the period during which these force majeure events and their consequences exist.

12.3. Upon the occurrence and termination of force majeure events, the Party shall promptly notify the other Party in writing.

12.4. The notice shall contain information about the nature of the circumstances, as well as official documents certifying the existence of these circumstances and, if possible, assessing their impact on the Party's performance of his/her obligations under this Agreement, as well as the expected terms of their validity.

12.5. Force majeure circumstances, their impact and duration should be documented by an official of the relevant authority or the Parties' representative.

12.6. In the aforementioned cases, the deadline for fulfilling the obligations by the Parties under this Agreement shall be extended in proportion to the period during which such circumstances and their consequences are in effect.

12.7. If force majeure circumstances and their consequences continue for more than 2 (two) months in a row, the Parties shall hold additional negotiations to identify acceptable alternative methods of implementation of this Agreement.

12.8. If force majeure circumstances continue for 6 (six) months or more, each of the Parties shall have the right to refuse further fulfilment of obligations under this Agreement.

13. Final Provisions

13.1 During the implementation (change, addition, termination) of this Agreement, it is acceptable to use signatures of the Parties' representatives, an electronic and digital signature or other analogue of a handwritten signature of managers and corporate seals. The information to exchange documentation required for the implementation of this Agreement includes:

- email address specified by the Customer upon registration.

- email address of the Contractor: _____.

All legal communications and documents shall be sent only to the email addresses specified by the Parties. The Customer shall be solely responsible for failure to receive any communication from the Contractor in case the email address is wrongly specified or changed and the Customer does not specify a new email address to the Contractor.

13.2 The Party that provided the wrong email address shall bear the risk of failure to receive legal communication. Any document related to this Agreement shall be deemed to be received, even if the Party has not received it due to circumstances that are within their control.

13.3 In all other aspects not specified by the terms of this Agreement, the Parties shall be governed by the applicable law.

13.4 This Agreement is concluded for 1 (one) year. The Agreement is automatically extended for the next year if neither Party initiates refusal to extend the Agreement.