



GLOBAL SMART MARKET LLC,
141013, Moscow region, Mytishchi,
st. Silicate, vld. 51A, building 1 room. 101,
PSRN: 1225000040760, TIN: 5029269363,
<https://b2brics.org/> | hello@b2brics.org

B2BRICS SOFTWARE LICENSE AGREEMENT

ver. 1, 06/03/2024

(!) Before using the B2brics Software, carefully read this agreement and [the personal data processing policy](#).

If you do not agree with any terms, conditions, provisions or have any doubts about the understanding, correctness, legality of these conditions, you should not use the Software for your own purposes.

I. BASIC TERMS OF THE AGREEMENT

1. Terms and definitions used

For ease of understanding and to avoid difficulties in interpreting the terms of the Agreement, the following capitalized terms have the following meanings:

- 1.1. **B2brics Software / Software** - a computer program, as well as other services and interfaces of the Operator, which can be accessed via the Internet at the address: <https://b2brics.trade/>.
- 1.2. **Software Operator / Operator** - GLOBAL SMART MARKET LLC, OGRN: 1225000040760, INN: 5029269363, location address: 141013, Russia, Moscow region, Mytishchi city, Silikatnaya street, vld. 51A, building 1, floor 1, room. 101.
- 1.3. **User** is a legal entity or individual registered as an individual entrepreneur, represented by authorized persons (bodies), using the Software for business purposes.
- 1.4. **License** - granting, as a simple (non-exclusive) license, the opportunity to use the Software as a computer program and the provision of related services by the Software Operator.
- 1.5. **Royalty** - the amount of remuneration of the Operator for providing the License and providing related services.
- 1.6. **Registration of the User** - provision by the User of the information necessary for his further identification in the Software, as well as generating a password and confirming his email address.
- 1.7. **Verification** - verification and confirmation by the Operator of the information provided by the User and the Operator's decision to transfer the License for the full functionality of the Software.
- 1.8. **The User's Personal Account** is a section of the Software available to the User after completion of Registration, containing information about the User: registration details, bank details, data of a person authorized to represent the interests of the person, contact information (telephone, email), and other, and allowing for actions to use Softwares.
- 1.9. **User Profile** - a set of data about the User necessary for his identification (authentication) and provision of access to his Personal Account.
- 1.10. **Territory** - the territory of use of the Software in the User's business activities, limited by the administrative borders of the Russian Federation and countries included in the BRICS interstate association (BRICS).
- 1.11. **Brand** is a trademark, as well as another means of individualization, designation, name used by the Operator in its activities, including to individualize the Software.

- 1.12. **Website** - the Operator's websites located on the Internet at the addresses: <https://b2brics.org/> and <https://b2brics.trade/>.
- 1.13. **Message** – legally significant messages related to the conclusion, execution and termination of the License Agreement and other agreements concluded by Users with the Software Operator.
- 1.14. **Bank** – banks and other organizations that are engaged by the Operator to provide services to Users for accepting and processing non-cash payments for payment of the Royalty.
- 1.15. **Content** - any information: images, text, cartographic materials, illustrations, sounds, graphics, multimedia, audio, video, photo materials, hyperlinks to Internet sites, software, its source codes, comments, reviews, questions/suggestions and other information that is used for the operation of the Software or can be uploaded (published) by the User in the Software.
- 1.16. **Law** – legislation of the Russian Federation.
- 1.17. **Agreement** is this license agreement.
- 1.18. **Parties to the Agreement / Parties** - Operator and User.

The Agreement may use other terms (concepts, definitions), the interpretation of which is made in accordance with the text of the Agreement.

If there is no unambiguous interpretation of the term, one should be guided by the interpretation determined by the Law or established (commonly used) on the Internet.

2. **License**

- 2.1. The Operator provides the User with a simple (non-exclusive) license the opportunity to use the Software as a computer program consisting of a set of commands and data that are reproduced on the User's equipment via the Internet (the right to access the Software) through the Website.
- 2.2. The Software Operator provides the User with services to ensure that the Software is maintained in working order, the technical part is updated, and prompt measures are taken to eliminate violations that arise during the operation of the Software.
- 2.3. Transfer (assignment) of the License by the User to third parties is prohibited.
- 2.4. The Operator reserves the right to grant the License to third parties without the consent of the User.
- 2.5. The User does not provide a report on the provision of the License.

3. **How to use the License**

- 3.1. The Software operates on the principle of a web application that allows the client to interact with the Software web server from various devices using the Windows, MacOS, iOS, and Android operating systems.
- 3.2. The License for the Software is provided in the form of remote access to the client part of the Software via the Internet.
- 3.3. Method of using the Software: reproduction of the client part of the Software accessible to the User solely for launching it online on the Internet; launch and playback are limited to the functionality of

the device on which the Software is launched, without the possibility of transfer/copying to computer memory or other equipment of the User or third parties.

4. **Territory and term of use of the License**

- 4.1. The User has the right to use the Software exclusively within the specified Territory.
- 4.2. Duration of the License: until termination of the Agreement, but not longer than the validity period of the Operator's exclusive rights to the Software.

5. **Price**

- 5.1. The License for the Software is provided on a paid basis. The Royalty depends on the functionality of the Software selected by the User for its further use.
- 5.2. The User pays the Royalty, the amount and payment methods of which are indicated by the Operator on the Website or Software.
- 5.3. The Operator has the right to provide the User with services, the conditions, procedure and cost of provision of which are published on the Website or Software or are established by agreement with the User on an individual basis.

II. **TERMS AND CONDITIONS FOR USE OF THE SOFTWARE**

6. **Description of the Software**

- 6.1. The list of functionality of the Software, the conditions and procedure for Registration and Verification of the User are determined by the Software Operator independently unilaterally without the consent of the User.
- 6.2. A description of the functionality of the Software is posted by the Operator on the Website.

7. **Access to the Software**

- 7.1. Access to the Software is provided to the User on an "as is" basis, incl. with all possible errors and shortcomings. The User understands and agrees that he uses the Software at his own risk.
- 7.2. The User acknowledges and agrees that the Software may be unavailable from time to time, for example, in the event of scheduled or unscheduled maintenance or upgrades of the system, servers and other equipment, and that the Operator cannot and does not guarantee any specific or minimum time of availability/ unavailability of the Software.
- 7.3. To access and use the Software (obtain a License), the User must:
 - a) have a special technical device (this can be, without limitation: a computer, laptop, mobile phone, tablet, smartphone, PDA or other device with the necessary functionality) with access to the Internet.

All issues of acquiring rights to technical devices, software, access to the Internet, as well as installation, installation, adjustment and other actions with the relevant equipment and necessary software products are resolved by the User independently at his own peril and risk and are not subject to the Agreement,

- b) have a phone number
- c) have a valid email address,
- d) go through the Registration procedures in the Software (Software Internet address: <https://b2brics.trade/>) and Verification,
- e) pay the Royalty.

8. **Registration and Verification**

- 8.1. During the registration process in the Software, the User provides the Operator with information to identify and confirm compliance with the requirements set forth in the Agreement for using the Software.
- 8.2. To Register, the User must:
 - a) indicate a valid email address in the appropriate form on the Website (Internet address with the registration form: <https://b2brics.trade/login/>),
 - b) read and accept the terms of the License Agreement and the Policy for the Processing and Protection of Personal Data,
 - c) confirm your email address by clicking on the hyperlink received from the Operator by email.
- 8.3. After completing the User Registration procedure in the Software, the User's Personal Account is created, associated with his email.
- 8.4. After User Registration, the Operator carries out User Verification, following which the Operator makes a decision on granting a License or refusing to grant it.

9. **Deleting a Profile**

- 9.1. The User has the right to delete his Profile at any time.
- 9.2. Deletion of the Profile by the User will be considered by the Operator as an act of refusal to execute (terminate) the Agreement.
- 9.3. Deleting a Profile will not allow you to restore the right to a previously paid License. To continue using the Software, the User must re-register and pay the Royalty.
- 9.4. If the terms of the Agreement are violated, the Software Operator has the right to delete the User Profile in the Software (without the possibility of restoration).

10. **Intellectual property**

- 10.1. The Agreement does not grant any exclusive rights to the User to the intellectual property of the Operator.
- 10.2. Use of the Software is permitted only on condition that all signs of copyright and exclusive rights, trademarks, and other notices of authorship of the Software are preserved, the name (or pseudonym) of the author/name of the copyright holder is preserved unchanged, and the corresponding object is preserved unchanged.
- 10.3. The Software, Website and posted Content are the intellectual property of the Operator. None of the provisions of the Agreement should be interpreted by the User as a provision allowing for the possibility of alienation of exclusive rights to the Software, Website, Content that does not belong to the User, and (or) granting the User an exclusive or non-exclusive license to use them to an extent greater than that specified in the Agreement.

User Content

- 10.4. When the User posts information in the Software, the Operator does not check this Content: does not check it for accuracy and legality, quality and safety, completeness and relevance.
- 10.5. When the User posts information in the Software, the Operator assumes that the User has all the necessary rights and permissions to the Content, and the Content complies with the terms of the Agreement and does not violate the rights and interests of third parties or the law.
- 10.6. The User independently bears the risks associated with the state of dissatisfaction with the content of the Content of other Users, as well as those associated with possible negative consequences in business activities from the use of this Content.
- 10.7. The Software Operator is not responsible for illegal, unreliable, incomplete, false, inaccurate, erroneous, irrelevant or distorted User Content, and is not responsible for the consequences caused by the posting of such information in the Software, based on the presumption of good faith of each User using the Software.

11. Prohibitions and restrictions when using the Software

- 11.1. **The User is prohibited from:** copying, transferring, reproducing (recording, manufacturing) or modifying the Software and any of its components, creating derivative programs, penetrating the software in order to obtain program codes; reverse analyze, decipher, decompile or disassemble the software, sell, assign, transfer or distribute to third parties in any other form of rights in relation to the Software, provide other persons with or without compensation access to the Software, modify the software, including in order to gain unauthorized access to it, remove or circumvent copyright protection measures.
- 11.2. Depending on the region where the User is located, all or some functions of the Software may be unavailable or limited. The use of any technical or software methods to circumvent these restrictions is prohibited.
- 11.3. Using the Software, the User is not entitled to:
 - violate the rights of third parties and/or cause harm to them in any form;
 - disrupt the normal operation of the Software;

- use more than one Profile in the Software;
- transfer your identification data to third parties to access the Software;
- register in the Software on behalf of another person and/or without legal representation;
- impersonate another person or representative of an organization and/or community without sufficient rights, including as the Software Operator, as well as use any other forms and methods of illegal representation of other persons on the network, as well as mislead other users of the Software and the Operator regarding the properties and characteristics of any subjects or objects;
- upload, send, transmit or in any other way post/distribute content that is illegal, harmful, defamatory, offends morals, demonstrates (or promotes) violence and cruelty, violates intellectual property rights, promotes hatred and/or discrimination against people based on race, ethnic, gender, religious, social characteristics, contains insults against any persons or organizations, contains elements (or is propaganda) of pornography, child erotica, is an advertisement (or is propaganda) of services of a sexual nature (including under the guise of other services), explains the procedure for the manufacture, use or other use of narcotic substances or their analogues, explosives or other weapons;
- upload, send, transmit or in any other way post/distribute in the Software unauthorized advertising information, spam (including search spam), lists of other people's email addresses, pyramid schemes, multi-level (network) marketing (MLM), Internet systems - earning money and e-mail businesses, "chain letters", as well as using the Software to participate in these events;
- upload, send, transmit or in any other way post/distribute in the Software any materials containing viruses or other computer codes, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs for unauthorized access, as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means for obtaining unauthorized access to paid resources on the Internet, as well as posting links to the above information;
- run automated programs or scripts on or through the Software, including, but not limited to, "web spiders," "web crawlers," "web robots," "web ants," "web indexers," "bots," "viruses" or "worms," or any other programs that may unduly burden or interfere with the normal operation and/or performance of the Software;
- unauthorized collection and storage of personal data of third parties, as well as posting personal data of third parties (including addresses, telephone numbers, email addresses, passport data, etc.) in the Software without their consent to such actions;
- promote actions aimed at violating the restrictions and prohibitions imposed by the Agreement;
- otherwise violate the norms of Russian and international legislation, the rights of other users and third parties.

III. **OBLIGATIONS AND REPRESENTATIONS OF THE PARTIES**

12. **Notices and Representations of the Parties**

- 12.1. The Operator and the User accept and undertake, when exercising and protecting civil rights and in the performance of civil duties, to act in good faith and reasonably, not to take advantage of their illegal or dishonest behavior, not to exercise rights solely with the intention of causing harm to the other Party, to act in circumvention of the law for an unlawful purpose and also not to allow any other deliberately dishonest exercise of civil rights.
- 12.2. **The Operator notifies and represents that:**
- is the copyright holder of the Software;
 - does not provide any guarantees regarding the performance, uninterrupted or error-free operation of the Software. The use of the Software is at the User's own risk when used for business purposes;
 - The Software is not a place or method for making any transactions (concluding contracts/agreements) between Users regarding goods and services posted in the Software; does not contain the necessary functionality to carry out this type of transaction;
 - The Operator is not a party to transactions for the sale of goods or provision of services, information about which is posted by Users in the Software. Any transactions between Users are made directly between them on the basis of relevant agreements concluded outside the Software;
 - The operator does not accept cash as payment for goods and services. All settlements are carried out directly between Users without the participation of the Operator.
- 12.3. **The User notifies and represents that**
- is a legal entity or a capable individual capable of understanding and assessing the rights, obligations, risks, values, opportunities, benefits and other consequences associated with the use of the Software;
 - duly registered as a business entity (legal entity or individual entrepreneur), carries out business activities within the framework of the Law and is a bona fide taxpayer;
 - the person registering the User in the Software is a duly authorized representative of the User with all the necessary rights to make transactions with the Operator under the Agreement;
 - when using the Software, will act in good faith and reasonably, will not take advantage of his illegal or dishonest behavior, will not exercise rights solely with the intention of causing harm to the Software, other Users, the Brand, the Operator, as well as affiliates associated with it, will not act in violation of the law for an unlawful purpose, and also not to allow any other deliberately dishonest exercise of civil rights;
 - recognizes the right of the Operator, at its discretion, to place advertising in the Software without prior notice and without any compensation to the User, as well as to send him informational and advertising messages, incl. to telephone numbers registered in the Software, add them to chats (groups) in messengers and social networks;
 - gives the Operator unconditional consent to receive SMS and electronic messages (including via email, push, in-app, messengers and other communication channels) of an informational and advertising nature. If the User does not wish to receive messages, he has the right to contact the Operator with a corresponding request by email: hello@b2brics.org.

"AS IS" and "AS AVAILABLE" Disclaimer

- 12.4. The Software is provided to User "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Operator, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Software, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Operator provides no warranty or undertaking, and makes no representation of any kind that the Software will meet User requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.
- 12.5. Without limiting the foregoing, neither the Operator nor any of the operator's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Software, or the information, content, and materials or products included thereon; (ii) that the Software will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Software; or (iv) that the Software, its servers, the content, or e-mails sent from or on behalf of the Operator are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.
- 12.6. Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to Users. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

13. Rights and obligations of the parties**13.1. The Operator undertakes:**

- provide the User with access to the Software within the framework and on the terms of the Agreement,
- provide technical support to ensure the functionality of the Software. Inquiries regarding technical issues regarding the operation of the Software should be sent by email – hello@b2brics.org,
- maintain the rights to the Software in force, take measures to protect these rights if they are challenged by third parties, as well as carry out all other actions that facilitate the unhindered use of the Software,
- properly provide other services provided for in agreements with Users.

13.2. The Operator has the right:

- at its own discretion and without agreement with the User, change the Software, including making changes to the structure (program code), functionality, interface, content and other components (modules) of the Software. The Operator, at its discretion, publishes a release on the Website or notifies the User about the changes made by any means available to him;

- use databases consisting of user, financial, analytical, technical and other information generated in the Software as a result of its use by the User, as well as downloaded by the User when using the Software, free of charge at its own discretion and by any means, including reproduction, copying, structuring, change, store, delete. Exclusive rights to processed (modified) data (databases) belong to the Operator;
- at any time require the User to confirm the information specified in the Profile, as well as request supporting documents. If the User's data cannot be confirmed and/or is not true, the Operator has the right to terminate the User's access to the Software;
- use the means of individualization of the User (company name, trademark, logo, etc.) without payment as a designation of clients using the Software, or for other information purposes, including, but not limited to: use of means of individualization of the User by posting on websites on the network Internet for displaying or advertising the Software;
- conduct promotions, events and programs aimed at increasing the activity of users of the Software, including those that may require certain actions on the part of the User. The procedure and conditions for carrying out such actions are stipulated in a separate document. The operator has the right to cancel or change any promotions without notice at any time without giving reasons.

13.3. **The User undertakes:**

- Read the Agreement in full before accepting it. If the User does not recognize, rejects and/or does not agree in whole or in part with the rules and conditions of use of the Software specified in the Agreement, or does not recognize, rejects and/or does not agree in whole or in part with the changes made by the Operator to the Agreement, then the User is obliged to terminate use of the Software. Acceptance of the Agreement means full and unconditional agreement with the terms of the Agreement;
- properly use the Software in the manner, scope and terms provided for in the Agreement;
- use access to the Software only within the limits of those rights and in the ways provided for in the Agreement and in compliance with all the conditions of the guidelines for using the Software;
- keep your email address, phone number, and all other data specified in the User's Personal Account up to date;
- inform the Operator about all cases of hacking or other unauthorized access to the Software and his email specified in the User's Personal Account. In the absence of such notification, the execution performed by the User is considered proper.

13.4. **The User has the right:**

- use the Software within the limits of its functionality within the Territory;
- contact the Operator with wishes, notifications, claims, notifications about technical problems of the Software, facts of violation of the Agreement and other requests in the ways specified in the Agreement;
- remove your Profile from the Software at any time.

IV. **SETTLEMENTS UNDER THE AGREEMENT**

14. **Royalty**

15. Payment for the License occurs on the basis of 100% prepayment of the Royalty.
16. Royalty for the License is paid in Russian rubles or other currency that the Operator has the right to accept for payment in accordance with the Law.
17. When paying the Royalty in foreign currency, the User pays an amount equivalent to the Royalty amount in Russian rubles at the rate of the Central Bank of the Russian Federation established on the date of payment.
18. Royalty for the License includes VAT, 20%.
19. The Royalty is considered paid from the moment funds are credited to the bank account of the Software Operator.

15. **Change and return of Royalty**

- 15.1. The Operator has the right to unilaterally change the Royalty at any time. The start date of application of the new Royalty is the first day of the next reporting period (calendar month).
- 15.2. If the User disagrees with the new Royalties, he is obliged to send a Notice of termination of the Agreement to the Operator. Continued use of the Software after the start of the new Royalty means acceptance and agreement with the new terms of the Agreement.
- 15.3. If the User refuses to fulfill the Agreement, as well as in the event of force majeure circumstances, the funds paid under the Royalty are not refundable.
- 15.4. After gaining access to the Software, the paid Royalty is not returned to the User under any circumstances.
- 15.5. The following circumstances are not grounds for the return of paid funds to the User:
 - the User's refusal to use the Software and/or to fulfill the Agreement, incl. as a result of deleting the Profile (Personal Account) in the Software;
 - inconsistency of the Software with the User's expectations;
 - suspension/termination of access to the Software due to violation by the User of the terms of the Agreement;
 - any error by the User when choosing a Royalty or paying it to the Operator.
- 15.6. The Software Operator may consider returning funds to the User on a voluntary basis if the reason for the return is recognized as exceptional circumstances. To do this, the User must send a corresponding request to the Operator in the manner specified in the "Feedback" section of the Agreement.

16. **Procedure for transferring the License**

- 16.1. The license is transferred to the User after completing the Registration and Verification procedure and paying the appropriate Royalty by providing a login and password to the User Profile in the Software, sent in electronic form to the User's email address specified during Registration.

- 16.2. The license is considered transferred at the time of the User's first authorization in the Software.
- 16.3. The parties do not draw up or sign any documents (acts of granting access, transfer of licenses, services provided, etc.) confirming the fact of transfer of the License or provision of services and payment for them.

The Operator may satisfy the User's request: draw up, sign and send the documents necessary for the User to confirm the transfer of the License for accounting (financial) accounting purposes, solely at its own discretion and decision.

Subscription agreement

- 16.4. Agreement regarding the procedure for granting the License, incl. payment of the Royalty and provision of services by the Operator must be considered as an agreement with execution on demand (subscription agreement) in the understanding and interpretation of the provisions of Article 429.4 of the Civil Code of the Russian Federation.

17. **Payment details**

- 17.1. The Operator has the right to organize for the User the opportunity to pay the Royalty through the Bank, which provides services for accepting and processing non-cash payments, incl. electronic money, bank cards and other methods.
- 17.2. Payment by the User of the Royalty can occur using the User's payment information specified by him during the payment process.
- 17.3. The User accepts and agrees that the Operator does not verify the User's payment information, and is not responsible for any losses, fees and/or other expenses that may arise as a result of errors or untimely actions, including changes in payment information, on the part of User. To pay for the Royalty, the User must use only the bank card of which he is the owner. If the User uses another person's bank card for payment, he is responsible for damage that may be caused to the owner of the bank card as a result of the above actions of the User.
- 17.4. Payment details of the User, incl. bank card data is not stored by the Operator and is processed by the Bank only in encrypted form. When transmitting information, special online payment security technologies are used; data processing is carried out on the Bank's secure high-tech server.
- 17.5. The User accepts and agrees that when paying for the Royalty, commissions and fees may be additionally withheld from him in accordance with the terms of banking services of his current account or bank card.
- 17.6. The User accepts and agrees that the Operator is not responsible in the event of non-receipt of funds from the User and/or failure by the Operator to receive appropriate confirmation of payment from the Bank for reasons beyond the control of the Operator, including, without limitation: failures in the Bank's software, failure of banking equipment, equipment of telecom operators, and other persons who provide or support the receipt and transfer of payments.

Payment restrictions

- 17.7. The User accepts and agrees that all transactions with the User's funds occur in accordance with the requirements of the Bank and the legislation of the country of registration of the Operator, therefore it is permissible for the authorities of the country to introduce restrictions/prohibitions on the use of certain payment systems (services) when paying the Royalty or for receiving funds to the Operator's bank account. If the User is unable to pay the Royalty under such restrictions, the Operator is not responsible.

v. **RESPONSIBILITY. SETTLEMENT OF DISPUTES**

18. **Responsibility of the Parties**

- 18.1. The Operator is not responsible:
- for any direct or indirect losses arising during the use or due to the inability to use the Software, associated with the restriction (termination) of the Software due to the fault of third parties, including those who established trade restrictions, sanctions against the Software, the Operator or the country of origin of the Software,
 - for any direct or indirect losses arising from the actions of third parties when using the Software,
 - for possible interruptions in the work of the Software for possible low speed of work, for the presence of errors in the Software,
 - for the quality of communication channels, equipment and software through which the User accesses the Software,
 - for possible loss or damage to data that may occur due to disruption of the Software,
 - for lack of access to the Software due to force majeure,
 - for causing any losses or damages incurred as a result of interaction with advertisers and (or) the presence of advertising in the Software, with paying agents,
 - for the transmission or receipt of illegal content as a result of the actions of the User himself or third parties,
 - for information about the product/service posted by the User in the Personal Account in the Software, as well as for its quality characteristics, methods and conditions of sale/provision, delivery, the final result of the sale of goods/provision of services,
 - for the interaction of Users with each other, incl. in case of transactions, there is a dispute, non-payment for the sale of goods / provision of services, etc.
- 18.2. The User assumes full responsibility and risks associated with the use of the open public Internet.
- 18.3. The User assumes full responsibility for the security of authorization data (login and password) required to access the Software. The User acknowledges and agrees that any action in the Software performed on his behalf and under his authorization data is perceived by the Operator and other users of the Software as performed by the User.
- 18.4. The User is liable to the Operator in the form of compensation for damages for:
- damage caused by his actions to the Software or through the Software,

- for violation of copyright and other exclusive rights to the Brand, the Software, its components, and other intellectual property of the Operator,
- for intentional or unintentional actions that resulted in a decrease in reputation, authority, image and trust in the Operator, Software, Brand,
- distribution of prohibited content.

18.5. The Operator's liability in any case is limited to the amount of the Royalty received by the Operator during the period of validity of the License during which harm was caused to the User.

18.6. If a hyperlink, material or other information located in the Software and used using the capabilities of the Software, or the activities of third parties violates the copyright and other exclusive rights of the copyright holder, such content copyright holder can and must provide the Operator with appropriate notification about this.

The Operator undertakes to remove, limit or block access to this content in accordance with the provisions of the Law.

19. **Circumstances beyond our control (force majeure)**

19.1. The parties are released from liability for complete or partial failure to fulfill obligations under the Agreement if this was the result of force majeure circumstances, including, but not limited to:

- DDoS and other network attacks in the Software and other resources of the Operator necessary for the uninterrupted functioning of the Software;
- any restrictions (including blocking/deletion of the Software) affecting the ability to provide a License or use the Software, including those caused by sanctions, trade restrictions in relation to the Operator, its affiliates, the Software or the country of origin of the Software;
- fire, floods, earthquakes, sabotage, military actions or changes in legislation, if these circumstances directly affected the fulfillment of obligations under the Agreement.

19.2. A document issued by the relevant competent authority is sufficient confirmation of the existence and duration of force majeure circumstances.

19.3. A Party that fails to fulfill its obligation due to force majeure circumstances must immediately (no later than 24 hours from the occurrence of such circumstances) notify the other Party of the obstacle and its impact on the fulfillment of obligations under the Agreement.

19.4. In the event of the occurrence of force majeure circumstances, the deadlines for fulfilling obligations under the Agreement are proportionately postponed for the duration of these circumstances, if they significantly affect the timely fulfillment of the entire Agreement or that part of it that is subject to fulfillment by the Parties after the occurrence of force majeure circumstances.

19.5. If the above circumstances last more than 2 (two) months, then the Parties have the right to terminate the Agreement with the settlement of mutual settlements no later than 20 days from the date of the decision on its early termination.

20. **Procedure for consideration of claims**

- 20.1. In case of disputes or disagreements, the User and the Operator will make every effort to resolve them peacefully through negotiations.
- 20.2. Claims can be sent to the Operator by email: hello@b2brics.org with relevant evidence of violation of rights attached.
- 20.3. Claims are considered by the Operator within 10 working days from the date of their receipt, after which the Operator is obliged to inform the sender in any available way about the reasoned consent and satisfaction of the requirements or about the reasoned refusal to satisfy them.
- 20.4. If it is impossible to resolve the dispute through negotiations, the Parties to the Agreement have the right to go to court at the location of the Operator.

21. Procedure for processing personal data

- 21.1. Acceptance of the Agreement also means the User accepts in full the terms of [the personal data processing policy](#) located on the Website and the Software, which is an integral part of the Agreement.
- 21.2. The User gives unconditional consent to the Operator to process and store his personal data and personal data of individuals who are in any relationship with the User provided during Registration and/or Verification.
- 21.3. The User confirms his awareness and agrees that the provision of the License cannot be carried out without the transfer of contact information and data allowing to identify the User or his authorized persons. When the User provides personal data of other persons, the User assures and guarantees that the consent of the above persons to provide their personal data has been obtained, and is responsible in the event of any claims being made to the Operator due to non-compliance with this condition.
- 21.4. The User confirms his awareness and agrees that the data of individuals who are in any relationship with the User and indicated by him in the Software may be available (transferred) to other Users registered in the Software, and also transferred to third parties, for example, banks.

22. Confidentiality

- 22.1. Each of the Parties to the Agreement undertakes to maintain the confidentiality of information provided to it by the other Party during the entire term of the Agreement, as well as for 2 years after its termination.
- 22.2. The Parties have established that, regardless of other terms of the Agreement, any information received by a Party to the Agreement from the other Party is presumed to be confidential, unless otherwise expressly agreed upon by the Parties.
- 22.3. A Party that has received Confidential Information from another Party shall maintain the same high degree of confidentiality to avoid disclosure or use of Confidential Information as it would with respect to its own Confidential Information.
- 22.4. Upon termination of the Agreement, the other Party undertakes to promptly return or destroy (as far as technically possible) (at the discretion of the requesting Party) all confidential information provided to it in accordance with the Agreement, in writing or on electronic media.

VI. **PROCEDURE FOR CONCLUSION, CHANGES, TERMINATION OF THE AGREEMENT**

23. **Agreement Qualification**

- 23.1. The legal relations of the Parties under the Agreement are governed by the provisions of the Civil Code of the Russian Federation (hereinafter referred to as the Civil Code of the Russian Federation) on rights to the results of intellectual activity (Part IV, Article 1235 of the Civil Code of the Russian Federation).
- 23.2. The Agreement must be considered as an official proposal of the Operator, addressed to legal entities and individuals registered as individual entrepreneurs, to provide a License on the terms of the Agreement.
- 23.3. Moreover, the terms of the Agreement are not a public agreement (Article 426 of the Civil Code of the Russian Federation): the Operator has the right to refuse to provide the User with a License at its own discretion and on any grounds that the Operator considers serious reasons not to cooperate with a specific User (for example, if the User has not been verified by the Operator).
- 23.4. The User understands and agrees that the Operator's actions in refusing to grant the License are based on the principle of freedom of contract (Article 421 of the Civil Code of the Russian Federation), and the Operator is not obliged to disclose the reasons for such refusal, and the User will not encourage the Operator to grant the License.
- 23.5. In situations not regulated by the Agreement, the Parties apply the provisions of the Law.

24. **Conclusion of the Agreement**

- 24.1. One of the following facts will be considered acceptance of the Agreement: 1) Registration and authorization of the User in the Software, 2) Payment of the Royalty, 3) actual use of the Software.
- 24.2. The license is considered transferred to the User at the time of the User's first authorization in the Software, unless otherwise established individually with the User.
- 24.3. Any transactions made by the Operator and the User through the Software are recognized as completed in simple written form using a simple electronic signature.

25. **Changing the terms of the Agreement**

- 25.1. The Agreement may be changed by the Operator unilaterally without special notice to the User.
- 25.2. The new version of the Agreement comes into force from the moment of its publication, unless otherwise provided by the new version of the Agreement. Continued use of the Software by the User after changes to the Agreement constitutes the User's acceptance and consent to such changes.
- 25.3. The User must independently check the relevance of the Agreement.

26. **Suspension of execution of the Agreement**

- 26.1. The Operator has the right to unilaterally suspend the License in the form of complete or partial termination of access to the Software or its functionality on the following grounds:
- a) for technical, technological or other reasons preventing the use of the Software - until such reasons are eliminated,
 - b) in case of violation by the User of the terms of the Agreement - until the violation is eliminated.
- 26.2. The License is suspended upon notification of this to the User.

27. **Termination of the Agreement**

- 27.1. Any Party may unilaterally and extrajudicially terminate the Agreement without any justification by sending a Notice of Termination to the other Party.
- 27.2. The message must be sent no later than 10 working days before the date of termination of obligations.
- 27.3. The Operator has the right to unilaterally, out of court, refuse to fulfill the Agreement (terminate it) if the User has committed a significant violation of obligations under the Agreement.
- 27.4. The license is terminated immediately upon notification to the User.
- 27.5. The obligations of the Parties under the Agreement, which by their nature must continue to apply (including obligations to use information), remain in force after the expiration of the Agreement.

28. **Feedback**

- 28.1. In order to properly fulfill the terms of the Agreement, Messages may be sent by the Party (optional):
- in writing to the address of location/registration of the Party,
 - in the form of an electronic document through the Software,
 - by the User in the form of an electronic document to the Operator's email address - hello@b2brics.org,
 - by the Operator by posting a Message either on the Website or in the Software, or by sending an electronic document to the User's email address specified in the User's Personal Account in the Software,
 - through electronic document management (EDF) services mutually used by the Parties using an enhanced qualified electronic signature.
- 28.2. An electronic document sent by a Party by email is recognized by the Parties as equivalent to a paper document signed with the handwritten signature of an authorized representative of the Party.
- 28.3. Sent electronic documents signed with a simple electronic signature or an enhanced qualified electronic signature of authorized representatives of the Parties, and accepted by the other Party, cannot be duplicated on paper.
- 28.4. Verification of a simple electronic signature is carried out by comparing the sender's email address with information about the email addresses used by the Parties, specified in the Agreement and during

Registration (by the User).

- 28.5. An electronic document is considered delivered if it is sent to the Operator's email address specified in the Agreement and the User's address specified during Registration.
- 28.6. Messages transmitted through instant messengers and social networks must be sent from the account (account) of the Party's representative using the telephone number specified by the User during Registration or belonging to the Operator.
- 28.7. Simple printouts (screenshots) from the electronic mailboxes and/or telephone numbers of the Parties confirm the fact of the exchange of documents between the Parties.

29. **Final terms**

- 29.1. The Agreement is governed by and constructed in accordance with the laws of the Russian Federation.
- 29.2. All representations, warranties, and restrictions of the Parties specified in the Agreement are interpreted and applied in accordance with Article 431.2 of the Civil Code of the Russian Federation.
- 29.3. If for one reason or another one or more provisions of the Agreement are found by a court to be invalid or unenforceable, this does not affect the validity or enforceability of the remaining provisions.
- 29.4. The rights and obligations of the Operator under the Agreement may be transferred in whole or in part to a third party without the prior written consent of the User.
- 29.5. The current version of the Agreement is always posted on the Internet at: <https://b2brics.trade/>.
- 29.6. Version No. 1 of the Agreement is published in the B2brics Software and comes into force on June 3, 2024.