User Agreement

This User Agreement (hereinafter referred to as the "Agreement") is a public offer from ECOMTRADESTAR LLP, aligned with international contract standards and contains the rules and conditions for the provision and use of the "SalesRender.com" Service (hereafter referred to as the Service).

This document replaces any written or other form of agreement and is legally binding. By paying for the Service, the Entrepreneur thereby acknowledges and agrees to this offer and commits to complying with the conditions listed below.

1. CONCEPTS AND TERMS

- 1.1. **Service**: Software designed for managing websites and landing pages, capable of receiving applications from these sites, managing them, and maintaining statistics, accessible at <u>https://salesrender.com/en</u>
- 1.2. **Tariff** (Tariffs, Tariff Plan): A set of specific functionalities of the Service and services for a certain fee. Tariffs are published on the official Service page at <u>https://salesrender.com/en/pricing</u>
- 1.3. **Entrepreneur**: An individual or legal entity that has registered on the Service at <u>https://salesrender.com/en</u>

as an entrepreneur, a type of User account on the Service with specific functionalities

- 1.4. User: An individual or legal entity, a third party, to whom the Entrepreneur has granted special access to their Company on the Service at <u>https://salesrender.com/en</u>
- 1.5. **Personal Account** (hereinafter PA): Access to data on the Service's website through the User's email address and password
- 1.6. Plugin: An independently compiled software module, connected to the main SalesRender service program, intended for integration with third-party companies
- 1.7. **Service Administration**: A person or group of persons controlling the operation of the Service and ensuring the Entrepreneurs and Users comply with the terms of this offer
- 1.8. Service Support: Service employees, support staff engaged in consulting Entrepreneurs and Users and providing them with technical support through Tickets
- 1.9. **Ticket (Tickets):** Internal correspondence of the Entrepreneur with the Service Administration or Support Service
- 1.10. **Company**: A set of settings and functionalities for working with requests, accesses and roles, statistics, paid for by the number of slots (users and API tokens).

- 1.11. **Domain Name**: A space in the hierarchical name system of the Internet, designated by a unique domain name, serviced by a set of Domain Name Servers (DNS).
- 1.12. **Content**: Information (text, audio, video, graphic files, etc.) used (including uploaded, stored, distributed, transmitted, etc.) by the Entrepreneur while working with the Service.
- 1.13. **Landing Page**: A collection of content, placed on the internet and accessible via a specific Domain Name.
- 1.14. **API** (Application Programming Interface): A set of ready-made classes, procedures, functions, structures, and constants provided by the Service for use in external software products. Used by programmers when writing various applications.
- 1.15. **Referral System**: The ability of a Service Entrepreneur to invite another Entrepreneur (hereinafter referred to as "Referral") to register on the Service using their unique link or providing them with a personal coupon, and to receive referral rewards for the Referral's payment for Service.
- 1.16. **Referral Reward**: The method, amount, and order of accruals established by the Service for inviting a Referral to the Service.

- 1.17. **Referral**: An Entrepreneur registered on the Service via the unique link of another Entrepreneur or by mentioning a coupon upon registration.
- 1.18. **Coupon**: A unique code provided to the Entrepreneur when they intend to invite Entrepreneurs to the Service, amounting to at least 20 individuals within a week from the issuance of the coupon in the Service Ticket. The Service may offer discounts to Entrepreneurs registered under a certain coupon.
- 1.19. **Webmaster**: A third party supplying orders (requests) to the Service Entrepreneur.
- 1.20. **Official Communication Channels of the Service:** Official sources of communication of the Service Administration or Support Service with Entrepreneurs, where important Service news, notifications of planned works or technical failures are published. These include, in order of priority:
- Information messages in the Entrepreneur's Personal Account
- Telegram channel https://t.me/salesrender_en
- Blog https://salesrender.com/en/articles

Publication is considered complete if made in any of these channels.

2. GENERAL PROVISIONS

- 2.1. This document constitutes a public offer to individuals, legal entities, and individual entrepreneurs. The provisions of this Agreement also apply to relationships related to the rights and interests of third parties who are not Users but whose rights and interests may be affected by the actions of Service Users.
- **2.2.** Any actions aimed at fulfilling the conditions specified in this offer, including registration as an Entrepreneur or User, payment for the Service by any means provided by this offer, as well as any other similar actions confirming a person's intention to use the Service, shall be considered a complete and unconditional acceptance of this offer.
- **2.3.** From the moment of acceptance, the Entrepreneur is considered to have acquainted themselves with and agreed to this offer, and they are deemed to have entered into contractual relations with the Service Administration in accordance with this Agreement.
- This Agreement may be amended and/or supplemented 2.4. by the Service Administration unilaterally without any special notice. This Agreement is an open and publicly accessible document. The current version of the Agreement is located in the footer of the site in the footer Use" "Terms of in the Internet at: https://salesrender.com/en. The Service Administration

recommends that the Entrepreneur regularly review the provisions of this Agreement for changes and/or additions. Continuing to use the Site by the Entrepreneur after amendments and/or additions to this Agreement shall signify the Entrepreneur's acceptance and agreement with such changes and/or additions. The Entrepreneur has the right to refuse to accept the above-mentioned changes and/or additions made by the Administration, which shall Service mean the Entrepreneur's rejection of the Services.

3. AGREEMENT SUBJECT

- **3.1.** This Agreement pertains to the provision of the opportunity for the Entrepreneur to utilize the functionality and services of the Service available at the Internet address https://salesrender.com, in accordance with the Tariffs published on the official Service page at https://salesrender.com, unless otherwise specified in the Tickets.
- **3.2.** The Service encompasses an interface, software, and other elements necessary for its proper functioning. All rights to the Service (and its components) are owned entirely by the Service. None of the provisions of this Agreement can be construed as the transfer of exclusive

rights to the Service (and/or its individual elements) to the Entrepreneur.

- **3.3.** The Service Administration and Support Service provide consultation to the Entrepreneur in case of their inquiries. Only messages from the Entrepreneur in Tickets are considered inquiries to the Service Administration or Support Service and are exclusively the Entrepreneur's expression of will. No other means of communication (email, ICQ, Skype, and any others) constitute inquiries from the Entrepreneur to the Service Administration or Support Service.
- **3.4.** The Entrepreneur undertakes to pay for the services of the Service or additional services in accordance with the Tariffs, unless otherwise specified in the Tickets or described in clause 4 of this Agreement.
- **3.5.** When working with the Service, the Entrepreneur is entitled to manage the Service's functionality in any way that does not violate the international legislation and this agreement.

4. **RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1. The Service Administration has the right to:

4.1.1. Suspend the operation of the Service for the purpose of conducting necessary planned

preventive and repair work, as well as unscheduled work in emergency situations.

- 4.1.2. Make changes and additions to this Agreement by publishing these changes and additions on the Service's website at the Internet address https://salesrender.com/en in the footer "Terms of Use"
- 4.1.3. Update the content, functionality, and User interface of the Service at any time at its own discretion.
- 4.1.4. After 180 calendar days from the expiration of the paid Company, completely or partially delete the Entrepreneur's and Users' data in the expired Company.
- 4.1.5. When necessary, involve third parties in providing services and ensuring the operation of the Service.
- 4.1.6. Send informational messages to Entrepreneurs in Tickets and Service communication channels.
- 4.1.7. In case of the Entrepreneur's violation of this Agreement, cease the provision of the Service without compensation for the funds paid by the Entrepreneur or suspend its provision for the period of investigation and/or elimination of violations.

- 4.1.8. The website administration or the Support Service may transfer the Entrepreneur's personal information to third parties in the following cases:
 - 4.1.8.1. The Entrepreneur has expressed consent for such actions through Tickets.
 - 4.1.8.2. The transfer is necessary within the scope of the Entrepreneur's use of a specific Service or for providing services to the Entrepreneur.
 - 4.1.8.3. To ensure the possibility of protecting the rights and legitimate interests of the Service Administration, its affiliates, and/or third parties in cases where the Entrepreneur violates the terms of this Agreement and/or the requirements of the current legislation.
- 4.1.9. The Service Administration and the Service Support Service have the right to enter into the Entrepreneur's Company for the purpose of providing assistance at the client's request or for resolving disputes with third parties.
- 4.1.10. Refuse to pay referral rewards at its discretion, explaining the reasons for its decision.
- 4.1.11. Delete or modify content on the Landing, the Landing itself, or the Domain if it violates the rules

of this Agreement, copyright laws, or the laws of the Russian Federation.

- 4.1.12. At any time, request the Entrepreneur's personal data. In case of refusal or provision of knowingly false data by the Entrepreneur, the Service Administration has the right to completely terminate the provision of the Service.
- 4.1.13. Verify the authenticity of the Entrepreneur's personal data, including requesting scanned copies of documents confirming the Entrepreneur's identity.
- 4.1.14. Terminate the provision of the Service to the Entrepreneur in case of the use of offensive language and profanity in Tickets.
- 4.1.15. Terminate the provision of the Service to the Entrepreneur in case of suspicion of fraudulent actions in their Personal account.

4.2. The Service Administration undertakes to:

- 4.2.1. Provide the Entrepreneur with full access to the Service, to their Personal account, around the clock,7 days a week, including weekends and holidays, except as otherwise provided in this Agreement.
- 4.2.2. Timely eliminate malfunctions in the operation of the Service caused by the Service itself.

- 4.2.3. Provide the Entrepreneur with full functionality corresponding to the selected Entrepreneur's tariff properly and in full.
- 4.2.4. Keep records of services consumed by the Entrepreneur.
- 4.2.5. Publish official messages related to Entrepreneur servicing, changes in payment tariffs, special promotions, in any of the Service communication channels.
- 4.2.6. Provide the Entrepreneur with prompt assistance and support by Service employees during business hours from Monday to Friday, from 09:00 to 18:00.
- 4.2.7. Ensure an adequate number of qualified specialists necessary for the provision of the Services in full and within the set deadlines. The number of specialists is determined by the Service Administration independently.
- 4.2.8. Not transfer to third parties any information about the Entrepreneur and the data processed by them, except as described in clause 4.1.8.
- 4.2.9. At its own expense, address the Entrepreneur's reasonable comments regarding the functionality of the Entrepreneur's tariff plan specified in a

reasoned message in Tickets, agreed upon with the Entrepreneur.

- 4.2.10. Do not disclose personal data obtained by the Entrepreneur and stored on the Service's servers to third parties without the prior consent of the individual
- 4.2.11. Notify Entrepreneurs of a technical failure that has resulted in complete or partial inoperability of the Service for a duration of more than 1 (one) hour in the Service's communication channels. The notification must be sent no later than 1 (one) hour from the start of the technical failure.

4.3. The Entrepreneur has the right to:

- 4.3.1. Receive qualified assistance from the Support Service or the Service Administration.
- 4.3.2. Attract new Entrepreneurs (referrals) to the Service, receiving referral rewards in the process.
- 4.3.3. Provide access to their Company to their Users, bearing full responsibility for their actions.
- 4.3.4. Enable two-factor authentication to access their Personal account using the Google Authenticator application and one-time backup codes. In case of losing access to Google Authenticator and one-time backup codes, the restoration of access to the

Personal account is possible only through the Service Administration upon a request to email support@salesrender.com. Request the refund of the remaining funds on the internal balance.

- 4.3.5. Request a refund for the paid Company in accordance with clause 5 of this Agreement.
- 4.3.6. Request compensation for the full or partial non-operability of the Service due to a technical failure lasting more than 1 (one) hour, in accordance with clause 6.11.
- 4.3.7. Request compensation for full or partial malfunction of the Service due to a continuous technical failure lasting more than 1 (one) hour, in accordance with paragraph 6.11.

4.4. The Entrepreneur undertakes to:

- 4.4.1. Take full responsibility for all actions carried out by them or third parties at their discretion in accordance with this Agreement.
- 4.4.2. Comply with the provisions of the current legislation of the Russian Federation, this Agreement, and other special documents of the Service Administration.
- 4.4.3. Pay for the Services in accordance with the terms of this Agreement, based on the Service's Tariffs or

other tariffs agreed upon in Tickets with the Service Administration.

- 4.4.4. Confirm their Personal Account within seven calendar days from the moment of registration, which includes entering their full name (FIO) and phone number, waiting for an SMS code, and entering it into a special form on the Service.
- 4.4.5. Monitor the status of their balance on the Service and timely replenish it.
- 4.4.6. Keep their login/email and password for accessing the Service secure and confidential, not disclosing it to third parties.
- 4.4.7. In case of suspicion that the login/email and password have become known to third parties, immediately change the access data to the Personal Account through one of the following possible methods:
 - 4.4.7.1. If the current password is known to the Entrepreneur or User, change the password and email through profile settings in the Personal Account.
 - 4.4.7.2. If the current password is lost, change the password using the "Forgot password" function when logging into the Personal

Account. This function will send a link to change the password to the email address registered with the Personal Account of the Entrepreneur or User.

- 4.4.7.3. If the current password is lost and there is no the email address used for access to the Service, change registration on the password and email using the phone number used for the last confirmation of the Personal Account. To use this method, the Entrepreneur or User submits a request from any email to support@salesrender.com, indicating the need to change the password. The Support Service then initiates the access recovery procedure via the phone number. The recovery process may take up to fourteen calendar days.
- 4.4.8. Report any unauthorized access to the Company to the Service Administration.
- 4.4.9. Provide accurate information about themselves on websites and Landing Pages, which will be displayed to all visitors to the Entrepreneur's websites and Landing Pages. Such information includes: the full name of a natural person or the name of a legal entity and its details, legal address.

- 4.4.10. Provide accurate information about themselves during registration on the Service and when confirming their Personal Account on the Service. Such information includes: the full name of a natural person or the name of a legal entity, phone number, and email address. In case of changes to the above-mentioned information, the Entrepreneur undertakes to promptly notify the Service Administration.
- 4.4.11. In case of technical problems, immediately report them to the technical support of the Service through Tickets.
- 4.4.12. Not transfer responsibility to the Service for any damage of any kind incurred by the Entrepreneur in the course of using the Services provided by Service Providers connected to the Service, including during the provision of their services to the Entrepreneur.
- 4.4.13. Not engage in full or partial resale of the Service's Services, paying for the Service's Services on special terms agreed upon in Tickets, and reselling them to third parties by providing them with operator or representative access.
- 4.4.14. Not use the provided services for:

- 4.4.14.1. Creating increased network traffic to the Service through deliberate unfair actions.
- 4.4.14.2. Placing phishing pages, pharmacy stores, or doorway pages.
- 4.4.14.3. Distributing pornographic, extremist, religious, and political materials.
- 4.4.15. Take full responsibility for falsely provided information about themselves.
- 4.4.16. Respect the copyrights of Landing Page owners and not copy Landing Pages (either independently or by their own volition) without obtaining the consent of the copyright holder.
- 4.4.17. Bear full responsibility for providing false information about themselves.

5. ORDER OF PAYMENTS

- 5.1. Payment for the Service provided under this Agreement is determined between the Entrepreneur and the Service according to the official Tariff (VAT is not applicable), unless otherwise specified in Tickets.
- 5.2. The moment of performance of the Entrepreneur's obligations for payment is considered the day when the funds are credited to the Entrepreneur's internal balance.
- 5.3. Payment for the Service by the Entrepreneur is made monthly by topping up the balance with electronic money

through the Service's special form or by transferring funds to the Service's settlement account according to the invoice issued.

- 5.4. The Entrepreneur gains full access to their Company on the Service upon full payment of the Tariff for a period of one calendar month.
- 5.5. To extend the Company, the Entrepreneur must pay the Tariff at the expiration of the Company's activity period or at the exhaustion of the limit options according to the Tariff.
- 5.6. If the Company's activity period has expired, the APIs, Plugins, Entrepreneur's Personal Account, and the personal accounts of invited Users cease to function. The Entrepreneur loses access to their Company on the Service.
- 5.7. In case the number of slots (tariffed options) has been exhausted, the addition of new Users or API tokens stops working, but access to the Company on the Service is retained.
- 5.8. The billing system averages the number of days in a month to 30, which sum up to 360 days in a year.
- 5.9. The Entrepreneur has the right to request a refund by creating a Ticket.

- 5.9.1. Refunds are made in the manner chosen by the Service Administration.
- 5.9.2. Any refunds to the Entrepreneur are made within 45 calendar days from the date of creating a refund Ticket and approval by the Service Administration.
- 5.9.3. Services provided to the Entrepreneur by the Service Administration or the Service Support Service are not subject to refund or compensation. In other words, services that required any temporary labor from the Service Administration or the Service Support Service.
- 5.9.4. Refunds of unused funds on the Entrepreneur's internal balance are made within 45 days from the date of creating a refund Ticket.
- 5.9.5. Refunds are made only if there has been no actual work in the Entrepreneur's company, in particular, the company was created/renewed no more than 7 days ago, and there are no real orders with real data in it.
- 5.9.6. Refunds are made taking into account previously provided discounts (i.e., only the actually paid amount is subject to refund), and deducting Services provided by the Service Administration or the Service Support Service.

6. LIABILITIES OF THE PARTIES

- 6.1. The Parties shall bear responsibility for non-performance or improper performance of their obligations under this Agreement as provided for by the current legislation of the Russian Federation.
- 6.2. The Service is not responsible for resolving any relations and issues with the Webmasters of the Entrepreneur.
- 6.3. The Service cannot guarantee 100% protection against hacking, as it uses third-party software when providing the service.
- 6.4. The Service does not control the informational content posted by the Entrepreneur on the resources provided to him under this Agreement and is not responsible for its accuracy and legality.
- 6.5. The Entrepreneur is fully responsible for complying with the current legislation and this Agreement regarding the information posted by him. In case of receiving reasonable claims from a third party regarding a violation of the law or the terms of the Agreement by the fact of posting (distribution) of any information by the Entrepreneur using the provided services, the Service may suspend the provision of the corresponding services to the Entrepreneur until the disputes are resolved in the established manner.

- 6.6. The Entrepreneur and the Entrepreneurs of his Company bear full responsibility for the disclosure and possible consequences of the disclosure of his login/email and password to third parties and possible unauthorized access to the Company or its hacking.
- 6.7. The Entrepreneur independently assumes responsibility for the content of the information transmitted by him over the Internet, its accuracy, and the legality of its distribution.
- 6.8. The Entrepreneur, using the services provided by the Service, independently bears responsibility for the harm caused by his actions to the personality or property of individuals, legal entities, the state, and the moral principles of society.
- 6.9. The Service is not responsible for any damage of any kind (including lost profits or unrealized profit) incurred by the Entrepreneur during planned technical work on the side of the Service, about which the Entrepreneur was notified in advance through official communication channels of the Service.
- 6.10. The Service is not responsible for the complete or partial inoperability of the Service that occurred as a result of a technical failure lasting less than 1 (one) hour continuously, and which occurred due to technical failure.

6.11. The Service is responsible for the complete or partial inoperability of the Service continuously lasting more than1 (one) hour, which occurred due to a technical failure, according to the scheme:

from 1 to 2 hours from the start of the failure - 2 days of activity

from 2 to 3 hours from the start of the failure - 3 days from 3 to 4 hours from the start of the failure - 4 days from 4 to 5 hours from the start of the failure - 5 days

and so on, for each hour according to the scheme 1 hour = 1 day of activity

- 6.12. The Service is not responsible for the Entrepreneur's lack of awareness of a technical failure if the Entrepreneur did not familiarize himself with the notifications in the Service's communication channels.
- 6.13. The Service is not responsible for any damage of any kind incurred as a result of working with third-party Services connected to the Service, regardless of the cause of the damage.
- 6.14. The Service is not responsible for any damage of any kind in case of errors on the side of the Service or on the side of third-party Services connected to the Entrepreneur's account through API or Plugins.

- 6.15. The Service is not responsible for the quality of Services necessary for providing the services if they are organized by third parties (e.g., Landings created by third-party programmers, parcel tracking, SMS sending by third-party providers, the work of courier services).
- 6.16. The Service is not responsible for fraudulent deception or fraud of third parties on behalf of SalesRender representatives and is not obliged to compensate for lost funds as a result of such deception.
- 6.17. The Service is not responsible in case of unavailability of the Service if the complete or partial unavailability of the Service was caused by circumstances beyond the control of the Service Administration (data center issues, problems with backbone communication channels, DDoS attacks, and others).
- 6.18. In case of non-compliance by one of the Parties with any provision of this Agreement, disputed issues shall be resolved through negotiations. If disputes and disagreements cannot be resolved based on mutual agreements, they shall be resolved in accordance with the current legislation of the Russian Federation.
- 6.19. The Entrepreneur is fully responsible for the actions performed by him and the Users of his Company on the

Service, as well as for the content posted on Landings and/or Domains

- 6.20. The Entrepreneur bears full responsibility for the commercial activities, quality of the products sold, or services provided by them and the Users of their Company.
- 6.21. The Entrepreneur bears full responsibility for:
 - 6.21.1. Financial settlements with third parties (referred to internally by the Service as webmasters) who supply orders (requests) to the Entrepreneur.
 - 6.21.2. Resolving potential conflicts with the Entrepreneur's customers.
 - 6.21.3. Collecting, storing, and processing any information, including personal data, within the Service, obtained from Landing Pages, through API, when importing data from Excel files, or via Plugins.
 - 6.21.4. Any actions carried out by third parties who have access to the Entrepreneur's Company in the following cases:
 - 6.21.4.1. Voluntary disclosure of the password for the Personal Account to third parties.
 - 6.21.4.2. Unauthorized access to the Personal Account due to the Entrepreneur's negligence (weak

password or using the same password on all websites).

6.21.4.3. Providing access to the Entrepreneur's Company to Users by the Entrepreneur.

7. FORCE MAJEURE CIRCUMSTANCES

- 7.1. The Parties shall be released from liability for partial or complete non-performance of their obligations under the Agreement if it is a result of force majeure circumstances (such as floods, earthquakes, other natural disasters, embargoes, war or military actions, sabotage, terrorism, issuance of regulatory acts by state authorities prohibiting or in any way obstructing the execution of work, etc.), provided that these circumstances were beyond the control of the Parties and made it impossible for either of the Parties to fulfill their obligations under the Agreement.
- 7.2. The deadline for the performance of obligations under the Agreement shall be extended in proportion to the time during which force majeure circumstances were in effect, as well as the consequences caused by these circumstances.
- 7.3. Either of the Parties, in the event of force majeure circumstances, shall be obliged to inform the other Party in writing within 5 (five) calendar days from the date of

the occurrence of these circumstances. These circumstances must be confirmed by authorized authorities and/or organizations.

7.4. If the impossibility of complete or partial performance of obligations by the Parties continues for more than 1 (one) month, then the Parties shall have the right to terminate the Agreement and settle accounts in accordance with the applicable international laws.

8. DISPUTE RESOLUTION PROCEDURE

- 8.1. All disputes and disagreements that may arise between the Parties in connection with the performance of obligations under this Agreement shall be resolved through bilateral negotiations in a spirit of mutual understanding and taking into account mutual interests by means of Tickets.
- 8.2. In case of failure to reach an agreement, disputes are subject to judicial review established by international current legislation.

9. CONFIDENTIALITY

9.1. Any information transmitted by the Parties to each other in connection with the execution of this Agreement is confidential and shall not be published or distributed for public knowledge, nor shall it be transferred to third parties without the prior written consent of the other Party, except for authorized government authorities that have the right to request information under the Agreement.

9.2. The Administration of the Service and the Service Support do not constitute third parties but act directly on behalf of the Service.

10. OTHER TERMS

- 10.1. All changes and additions take effect from the moment they are incorporated into this Agreement.
- 10.2. Neither Party has the right to transfer its rights and obligations under the Agreement to third parties without the written consent of the other Party.
- 10.3. In cases not provided for by the terms of this Agreement, the Parties shall be guided by the current international legislation.
- 10.4. The inability to fulfill any of the provisions of this Agreement in no way affects the other parts of this document, which are unconditionally accepted by both Parties.