

## **User Agreement on the use of the "Twindo" service**

This User Agreement (hereinafter referred to as the "Agreement") regulates the relationship between LLC "SNL", OGRN 1192901007265 (hereinafter referred to as the "Administration"), and the Internet user (hereinafter referred to as the "User") on the use of the Twindo service (hereinafter referred to as the "Twindo Service", "Service").

This Agreement is a public offer addressed to any third parties using the Twindo Service. Before using the Twindo Service, carefully read the terms of this Agreement. If you do not agree to the terms of this Agreement, you cannot use the Service. Performing the actions for using the Service specified in this Agreement means your full and unconditional consent (hereinafter referred to as "Acceptance") with all the terms of this Agreement.

### **1. 1. TERMS AND DEFINITIONS**

**1.1. Twindo Service** - (hereinafter referred to as the "Service") is a service for mobile payments with likes from social networks, bonuses and gifts, available through a Mobile Application and a Web application, allowing Users to make Mobile payments with likes from social networks in partner institutions of the Service and accumulate Bonus Likes (as this concept is defined below) to continue using and receiving discounts in partner establishments of the Service, as well as to search for partner companies of the Service and use other available functions of the Service.

**1.2. The Twindo mobile application** - (hereinafter referred to as the "Mobile Application") is a computer program available for installation on mobile devices (mobile phone, smartphone, tablet, etc.) using the iOS/Android operating system and allowing Users to use the Service.

**1.3. Administration** – LLC "SNL", TIN 2901298121, registered in the United Arab Emirates, which owns the exclusive right to the Twindo Service and Mobile applications.

**1.4. The User** - is an individual who has registered in the Service to use the Service in accordance with this Agreement.

**1.5. Institution** – a company or entrepreneur who owns a restaurant, cafe or other institution that provides goods and /or services to third parties in the field of catering, cosmetology, education, sale of food and non-food products and other activities according to the list, which have the right to use the capabilities and functions of the Service on the basis of relevant agreements with the Administration and information about which is posted in the Service.

**1.6. Registration in the Service** - is a procedure by which the User, upon first logging into the Mobile Application, expresses his full and unconditional consent to the terms of this Agreement and all documents applicable to the Service and gets access to the use of the Service by opening access to a personal account on the social networks Facebook, Twitter, Instagram, Vkontakte, Tik-Tok, specifying your name and phone number and entering a confirmation code. At the same time, entering a confirmation code or opening an account in social networks is considered necessary and sufficient to access the System.

**1.7. Telephone number** - a telephone number assigned to the User by the mobile operator at the time of the User's connection to the network of the mobile operator, uniquely identifying the person who has concluded a contract with the mobile operator for the provision of mobile communication services, acting as the User's identifier in the Service. The phone number can be a unique User name (login) in the Service.

**1.8. Confirmation code** - is a unique sequence of digits (password) initiated by the User and generated by the Administration, sent to the User by the Administration via SMS message to the User's phone Number specified by him during Registration in the Service for the purpose of User identification (the password is valid for 1 minute from the moment the Administration sends the SMS message).

**1.9. Mobile payment** - is a function of the Service that allows you to pay for purchases in an Institution using the mechanism of writing off Bonus Likes (as defined below) from the User's account by the User's individual number, or, if technically possible, using an electronic payment system linked to mobile devices: Apple Pay, available to Users with a mobile device using the iOS operating system and supporting the Apple Pay function; Google Pay, available to Users who have a mobile device that uses the Android operating system and supports the Google Pay function.

**1.10. Bonus like** - is a unit of measurement - bonuses awarded to the User in accordance with the conditions established by this Agreement. The User can use the accrued Bonus Likes to receive a discount equivalent to the number of Bonus Likes when paying for goods and/or services in Establishments. The maximum amount of this discount is determined by the Institution.

Bonus likes are not and cannot be a means of payment or any kind of currency or security.

1 BONUS LIKE = THE EQUIVALENT OF THE DISCOUNT SET BY THE INSTITUTION.

**1.11. Account** – a set of accounting and information data in the database about the User in the Service, the number of accrued, debited, redeemed and spent Bonus Likes and the current balance.

**1.12. Electronic card** – a number encoded as a barcode in the System, unique for each User within the Service, is used to identify the User when using the Mobile Payment function.

**1.13. A questionnaire** - is a form in electronic or paper form, which, when filled out and signed or accepted by an individual in any other way provided for by such a form, is an expression of such person's consent to use the Service in accordance with this Agreement.

**1.14. A User's bank card** - is a card belonging to the User of an international or national payment system issued by a bank or other authorized organization.

## **2. SUBJECT OF THE AGREEMENT**

2.1. Under this Agreement, the Administration provides the User with access to the functionality (functions) of the Twindo Service, which allows the User, including, but not limited to, making Mobile Payments in Establishments and accumulating Bonus Likes for further use and receiving discounts in Establishments, as well as searching for Establishments.

2.2. Depending on the User's region, the Service functions connected to the Institution, information about the goods and/or services provided by the Institutions, the technical capabilities of providing functions, as well as other circumstances, all or some of the Service functions may be unavailable or limited. Functions are considered inaccessible (restricted) to the User if the User cannot use them. The use of any technical and software methods to circumvent these restrictions is prohibited. The provisions of the Agreement governing the functions of the Service that are inaccessible (limited) to the User do not apply until such functions become available to the User.

2.3. Access to the Service is free of charge and is provided for the use of the Service, including Mobile Applications, for its intended purpose during the term of the exclusive right of the Administration to the Service and Mobile Applications.

2.4. The use of the Service is permitted only under the terms of this Agreement. If the User does not accept the terms of the Agreement in full, the User has no right to use the Service for any purpose. The use of the Service in violation (non-fulfillment) of any of the terms of the Agreement is prohibited.

2.5. This Agreement applies to all subsequent updates/new versions of the Service, including Mobile Applications. By agreeing to the installation of an update / new version of the Service, including Mobile Applications, the User accepts the terms of this Agreement for the corresponding updates / new versions of the Service, including Mobile Applications, unless the update / installation of a new version of the Service is accompanied by another agreement.

2.6. This Agreement applies to the User's use of the Service by means of a unique number (without using Mobile Applications) in order to accumulate Bonus Likes and receive discounts in Establishments if the User agrees to transfer his Questionnaire to the Service in accordance with clause 3.1.2. of the Agreement.

## **2. TWINDO SERVICE TERMS OF USE**

### **3.1. General terms of use of the Service**

3.1.1. The user of the Service can be an individual who has reached the age of 14 (fourteen) years.

3.1.2. A Person becomes a User and is identified in the Service by performing one of the following actions:

- × Registration in the Service using the Phone Number and the Confirmation Code received from the Administration to it;
- × Expression of consent to the transfer to the Service of your Questionnaire (including full name, gender, date of birth, phone number by which it will be identified as a Participant, User's Bank card number, e-wallet details, e-mail address, etc.) from a third-party information system, database, mobile application, or website. The procedure for expressing consent to the transfer of the Questionnaire is determined by the rules of a third-party information system, database, mobile application, or website;
- × Making a transaction, as a result of which Bonus likes will be credited or debited to the User's Account;
- × Registration in the Service by opening access to personal accounts in social networks Facebook, Twitter, Instagram, Vkontakte, Tik-Tok.

3.1.3. The User's performance of any of the actions specified in clause 3.1.2 is recognized as the User's Acceptance of the terms of this Agreement and all documents applicable to the Service.

3.1.4. When performing any of the actions specified in paragraph 3.1.2, as well as by substituting the "tick" symbol in the checkbox opposite the words "I agree with the terms of the Privacy Policy", the User agrees to the terms of

processing of his personal data by the Administration and gives his consent to the transfer of his personal data to third parties specified in the privacy policy of the Service published on the Administration's website on the Internet, located at: <https://twindo.net> , and gives consent to the processing of his personal data in accordance with the text of the consent to the processing of personal data, which will be offered to the User via a hyperlink before using the Service.

The withdrawal of the User's consent to the processing of personal data in accordance with the Privacy Policy terminates this Agreement with respect to the User who revoked the consent.

3.1.5. When performing any of the actions specified in clause 3.1.2, the User agrees to receive advertising and informational messages and service messages about the Service or Establishments through any means of communication and communication channels, including push notifications. The User can withdraw his consent at any time in any of the following ways:

- × send a letter revoking such consent to the email address [support@twindo.net](mailto:support@twindo.net), with an indication of the relevant topic;
- × unsubscribe from receiving mailings by e-mail by clicking on the corresponding link existing in any letter;
- × disable receiving push notifications in the Mobile App settings (only for push notifications);
- × contact the telecom operator with whom the User has concluded a contract for the provision of mobile radiotelephone services.

3.1.6. When using the Service, the User undertakes:

- × provide up-to-date and reliable information during Registration in the Service, as well as during further use of the Service. In case of change of the specified information, the User is obliged to immediately notify the Administration of the change of information, including the loss and expiration of the Phone Number linked to the Service. The Administration is not responsible for the adverse consequences that have occurred for the User as a result of not notifying about the relevant changes;
- × observe security measures and do not transfer the password and login to use the Service to third parties.

3.1.7. The Administration has the right to restrict access to the Service in whole or in part to any User without notice in cases where the User:

- × does not comply with the terms of this Agreement;
- × abuses any rights granted to the User;
- × provides false information, including misleading information, or incorrect information to the Administration and Institutions.

3.1.8. The Administration reserves the right to restrict access to the Service in whole or in part at any time with a 24-hour notice to the User via Mobile Applications and/or by posting a corresponding notification on the information resources of Institutions and/or in the information materials of Institutions.

3.1.9. The Administration is not responsible for the suspension or termination of the Service in relation to any User Account.

3.1.10. The User has the right to terminate the use of the Service at any time by deleting the Mobile Application from the mobile device or in any other way explicitly confirming the termination of the use of the Service, or to suspend the use of the Service. Suspension of the use of the Service is the absence of User activity in the Service (not using the functions of the Service) for 6 months. The Administration reserves the right to close the User's Account and cancel Bonus likes and discounts in case of suspension of the use of the Service.

3.1.11. Payment of possible taxes and fulfillment of obligations related to the use of the Service are the responsibility of the User.

3.1.12. The terms of individual promotions and programs offered by Establishments within the framework of the Service are provided in the Mobile Application and/or on the information resources of restaurants of Establishments and/or in information and advertising materials of Establishments.

## **3.2. Accrual of Bonus likes and receiving discounts**

3.2.1. As part of using the Service, Users accumulate Bonus Likes, which can be used in accordance with this Agreement.

3.2.2. To accumulate and use Bonus Likes, the User opens an Account for each Institution in the Service.

3.2.3. Bonus likes are credited to the User's Account when they post a post on their own account in social networks with the hashtags of the Institution and compliance with the conditions for posting and content of the post specified

in the profile of the Institution in the Mobile application or web version of the Service. Bonus likes can also be credited to the User's Account in the case of promotions or incentive programs offered by Institutions. Establishments independently determine the list of goods and services, upon purchase of which a certain number of additional, promotional Bonus likes can be credited to the User's Account. The accrual of Bonus likes occurs in accordance with the rules established for the Institution for the accrual of Bonus likes, information about which is provided in the Mobile application and / or on the information resources of restaurants of Establishments and / or in the information and advertising materials of Institutions.

3.2.4. Bonus likes are credited to the User's Account only after receiving approval from the User's subscribers on social networks in the form of clicking the "Like" or "Like" button. The Administration is not responsible for any delays in the accrual of Bonus likes that have arisen due to the fault of social networks, Institutions or if the Institution has not credited Bonus likes to the User.

3.2.5. Upon termination/termination of the agreement and/or agreement granting the Service partner institution the right to use the functions and capabilities of the Service, this Agreement does not apply to transactions made by the User with such a Service Partner Institution from the moment of termination/termination of such agreement and/or agreement, and the Bonus Likes accrued to the User earlier are canceled.

The Administration is not responsible for the losses caused to the User, including real damage and (or) lost profits resulting from the loss of the Institution's right to use the Service.

3.2.6. In accordance with this Agreement, when the User purchases goods (services) in Establishments, the User may be given a certain discount.

3.2.7. The amount of the discount is set at the discretion of the Institution.

3.2.8. If the Administration restricts access to the Service in whole or in part for the reasons specified in this Agreement, Bonus Likes on the corresponding Account will be canceled, and the Account will be closed.

### **3.3. Using Bonus Likes**

3.3.1. The User can use the accrued Bonus Likes by debiting to receive a discount equivalent to the number of Bonus likes when paying for goods and/or services of Establishments.

The maximum amount of this discount is determined by the Institution.

Bonus likes are not and cannot be a means of payment or any kind of currency or security. 1 Bonus like is equal to the equivalent set by the Institution.

3.3.2. Bonus Likes are debited from the User's account on the basis of the User's order. If the User does not agree with the amount of Bonus Likes written off, he independently applies directly to the Institution in order to resolve this situation. The Administration is not responsible for Bonus Likes written off by the Institution from the User's Account.

3.3.3. Bonus likes accrued in one Institution can be used to get the User discounts on goods and services only in this Institution.

3.3.4. Bonus likes and rights granted to the User within the framework of the Service cannot be sold, transferred, assigned to another person or used in any other way, except in accordance with this Agreement. The Administration has the right to merge User Accounts on the basis of their joint written application.

3.3.5. The Administration can restore the Bonus Likes written off on the User's Account only by order of the Institution.

### **3.4. Mobile payment**

3.4.1. To use the Mobile Payment function, make payments when paying for goods / services (orders) in the Institution and charge / write off Bonus Likes, the User can do one of the following:

- × present a unique User code to an employee of the Institution's service staff;
- × activate the promo code in the Mobile app;

3.4.2. When using the Mobile Payment function using the mechanism of debiting the User's Bank Card account, the Service transmits information about the transaction amount and the User's phone number to the bank.

3.4.3. The settlement by means of a Mobile payment is considered to be made in the period from 10:00 to 11:00 in Dubai on the next business day from the moment of crediting funds from the User to the settlement account of the Institution.

3.4.4. In accordance with the current legislation, the formation and transfer of a cash receipt when calculating the Institution and the User through a Mobile payment is the responsibility of the Institution. In cases stipulated by the current legislation, when calculating a cash receipt, the Institution may send it through the use of special functions of the Service to the User's phone Number linked to the Service.

3.4.5. In the absence of technical capability (lack of connection and other technical problems) to transfer the cash receipt to the User's phone number at the time of settlement with the restaurant of the Institution, the receipt is transferred at the time of restoration of the technical capability to transfer the cash receipt.

3.4.6. Authorization of transactions carried out by means of a Mobile Payment is carried out by the bank. If the bank has reason to believe that the transaction is fraudulent, the bank has the right to refuse to carry out this operation. Fraudulent transactions with bank cards are a criminal offense.

### **3. RESTRICTIONS ON THE USE OF THE SERVICE**

4.1. The User does not have the right to study, investigate or test the functioning of the Service, including Mobile Applications, in order to determine the ideas and principles underlying the program, database or other component of the Service, including Mobile Applications, disassemble, decompile (reproduce and convert object code into source text) or otherwise attempt get the source code of the program, databases and other components of the Service, including Mobile applications, except in the following cases, when the possibility of carrying out such actions is directly provided for by the current legislation, and only to the extent permitted by the legislation of the United Arab Emirates.

4.2. The User has the right to use the Service, including Mobile Applications, exclusively for personal, family, home and other needs not related to business activities.

### **4. USE OF MATERIALS POSTED IN THE SERVICE**

5.1. The Service contains copyrighted materials, trademarks and other legally protected materials, including, but not limited to texts, photographs, videos, graphic images, musical and sound works.

At the same time, the entire content of the Service is protected by copyright as a work created by collective creative work, in accordance with the legislation of the United Arab Emirates on copyright and related rights. The Administration owns the copyright to use the content of the Service (including the right to select, arrange, systematize and transform the data contained in the Service, as well as the source data itself), except in cases separately noted in the content of materials published in the Service. The use of such information for any purpose other than personal, without the consent of the Administration is not allowed.

The provisions specified in this section of the Agreement provide for the protection of the interests of the Administration and third parties, including Institutions that own rights in relation to the content (content) of the Service. At the same time, all these rights holders have the right to exercise their rights specified in the Agreement independently.

5.2. The User has no right to make changes, publish, transfer to third parties, participate in the sale or assignment, create derivative products or otherwise use, in part or in full, the content of the Service.

The exception is the use of posted text materials in the amount of no more than 300 (three hundred) characters without punctuation marks (the use of any photographic materials and graphic images is not allowed without the consent of the Administration).

The User can upload (download) copyrighted materials from the Service only for personal use. Unless otherwise provided by the legislation on copyright and related rights, it is not allowed to copy, distribute, transfer to third parties, publish or otherwise use for commercial purposes the materials downloaded from the Service without obtaining the written permission of the Administration or other legal copyright owner. In case of obtaining permission to copy, distribute, publish or otherwise use the copyrighted materials of the Service, such copying, distribution, publication or other use is not allowed without notification of copyright ownership or with the change or exclusion of the author's name and/or trademark.

### **5. TERMS OF POSTING MATERIALS BY USERS IN THE SERVICE**

6.1. The User undertakes not to post on the Service and not to send anywhere through/ through the Service any materials of the following nature: violating the law, containing threats and insults, discrediting other persons, violating the rights of citizens to privacy or public order, bearing the character of obscenity; violating to one degree or another honor and dignity, rights and protected interests of other persons; promoting or containing calls to incite religious, racial or ethnic discord, containing attempts to incite hostility or calls for violence; other materials that encourage other persons to engage in illegal behavior that entails criminal, civil and other liability or in any way violates the provisions of the law. Any User actions that, in the opinion of the Administration, restrict or hinder the exercise of the rights of other Users using the Service are not allowed.

6.2. The User undertakes not to post on the Service and not to send through / through the Service materials that are advertisements for any goods or services, without obtaining the prior express consent of the Administration. The User undertakes not to use the Service to advertise or otherwise promote the sale of any goods and services in any form, including, but not limited to encouraging Users to subscribe to another interactive service system that is a competitor of the Service.

6.3. The User undertakes to refrain from downloading, posting or otherwise using in the Service any materials

protected by intellectual property law (including copyright, trademark law), and other materials protected by law without obtaining the express permission of the owner of the rights to the protected material. At the same time, the burden of proving that the placement of materials in the Service by the User does not violate the copyright, related and other rights of third parties to the posted materials lies with the User.

6.4. The User agrees that he is solely and solely responsible for the materials posted on the Service, including for the content of such materials, their compliance with legal requirements, for violations of the rights of third parties to the materials posted by the User, and compensates for any damage resulting from such violations, as well as any damage resulting from uploading to Service of such materials.

6.5. When posting any materials in the Service for public use, the User thereby automatically grants the Administration (or confirms that the owner of such materials has provided the Administration) a free, permanent, irrevocable, non-exclusive right to use, reproduce, modify, edit, publish, translate and distribute such materials (partially or completely) on the territory of all countries of the world and/or the inclusion of such materials in other works in any form through the use of any media or technology, which are currently known or may be invented in the future, for the entire period of copyright protection provided for by the legislation of the United Arab Emirates in respect of such materials. The User also authorizes access, viewing, storage or reproduction of such materials to other Users for personal use. The User grants the Administration the right to edit, copy, publish and distribute any materials posted by the User in the Service.

## **6. RESPONSIBILITY**

7.1. In case of non-fulfillment or improper fulfillment by the Administration and the User of their obligations under this Agreement, the Administration and the User are liable in the manner and amount provided for by the legislation of the United Arab Emirates and the Agreement.

7.2. The service is provided on an "as is" basis. The Administration does not provide any assurances and (or) guarantees regarding the error-free and uninterrupted operation of the Service, including Mobile Applications, or individual functions, compliance of the Service with specific goals and expectations of Users, does not provide any other assurances and (or) guarantees not expressly specified in this agreement.

7.3. The User agrees that he is aware of the most important functionality of the Service and he is solely responsible for choosing the Service to achieve the goals he needs, for installing and using Mobile Applications, as well as for the results obtained using the Service.

7.4. The Administration is not responsible for the inability to provide the Service and certain functions to the User due to any circumstances beyond the control of the Administration, including disruption of communication lines, equipment malfunction, non-fulfillment of obligations of suppliers of certain services, etc..

7.5. Legal relations on the purchase by the User of goods and / or services of the Institution arise directly between the User and the Institution.

7.6. The Administration is not responsible to the User for the actions / inaction of the Institution when selling goods and /or providing services to the User.

7.7. Complaints or claims concerning goods sold and/or services rendered to the User by Establishments are not considered by the Administration and are subject to settlement by the User independently and at his own expense directly with the Institution. The Administration is not responsible for such complaints and claims of Users.

7.8. The Administration is not responsible for the correctness of the User's use of the Service functions, including the Mobile Payment function, including for any financial losses that occurred due to circumstances beyond the control of the Administration, including those that occurred as a result of fraudulent actions of third parties.

7.9. The Administration is not responsible for the content and / or relevance of the information provided by the Institution about such an Institution and the goods and / or services sold by it, including information about the cost of goods and / or services sold by the Institution, the timing of the preparation of goods and / or the provision of services, as well as the availability of goods at the time the User uses the Service.

7.10. The Administration does not verify the accuracy of the data provided by Users, and does not monitor the legal capacity of Users. At the same time, the Administration assumes that the information received from Users is reliable and the User keeps this information up to date.

7.11. The Administration is not responsible in case of disclosure of the User's data to a certain / indefinite circle of persons that occurred as a result of the User's violation of the terms of this Agreement.

7.12. The Administration is not responsible to the User for the formation and transfer of cash receipts to the User.

## **7. VALIDITY OF THE AGREEMENT**

8.1. This Agreement comes into force from the moment the User accepts the terms of the Agreement, expressed by performing any of the actions specified in clause 3.1.2 of the Agreement, and is valid until the earliest of the events

listed below:

- termination / termination of the contract and/or agreement concluded between the Administration and the Institution and granting the Institution the right to use the functions and capabilities of the Service;
- restriction by the Administration of full or partial access to the Service to any User in accordance with clauses 3.1.7 and 3.1.8 of the Agreement;
- termination of the use of the Service by the User in accordance with clause 3.1.10 of the Agreement.

## **8. FINAL PROVISIONS**

9.1. The law of the United Arab Emirates applies to this Agreement.

9.2. In the event of disputes, claims and (or) claims on issues provided for in this Agreement or in connection with it, the Parties undertake to take all possible and reasonable measures to resolve them through negotiations.

9.3. When using the Service, the User expresses the true will and intention to make, change or terminate the transaction by performing the following conclusive actions: putting a special symbol "V" ("tick") in front of the corresponding document (link to the document), pressing the appropriate buttons in the Service by the User, or entering a unique SMS code received from the Administration by the User to the User's phone number.

9.4. The Administration has the right to send notifications to the User regarding the use of the Service. A notification is considered to be made on behalf of the Administration to the User if it is sent to the User's Phone Number and/or to the User's email address or posted in the Service.

9.5. The Administration has the right, at its discretion, to make any changes to this Agreement at any time. The amendment of the Agreement (the new version of the Agreement) is made by the User performing the definitive actions specified in clause 9.4 of the Agreement, or continuing to use the Service by the User.

9.6. The new version of the Agreement comes into force from the moment of publication in the Service, unless otherwise provided by the new version of the Agreement.

9.7. If the User does not agree with the new version of the Agreement, he stops performing actions to use the Service.

## **9. ADMINISTRATION DETAILS**

### **Administration**

**LLC "SNL"**

ID 1192901007265

United Arab Emirates

E-mail: [info@twindo.net](mailto:info@twindo.net)