

# Terms of Service Agreement

This terms of service agreement (hereinafter the Agreement) in accordance with the conditions of Cl. No. 638 of The Civil Code of the Ukraine is a public Agreement of private entrepreneur Shevchenko Igor Valerievich, National State Registry of Ukrainian Enterprises and Organizations number 3161010196 (hereinafter - Administration), which is addressed to any legal person (hereinafter - User) under the following terms.

By registering via a special form on <https://utify.io/brief.html> User implicitly accepts the Agreement conditions.

In accordance with Article 641 of the Civil Code of the Ukraine in case of acceptance of the conditions set forth below and payment for services, the person making the acceptance of this Agreement becomes the User, and the Administration and the User jointly "Parties" to the Agreement.

In connection with the above, carefully read the text of this public Agreement and if you do not agree with its terms and conditions, or with any point of the conditions, the Administration Agreements you to refuse to enter into an Agreement and the performance of services of the Administration.

The moment of full and unconditional acceptance by the User of the Administration's Agreement to conclude this Agreement (acceptance of the Agreement) is the fact of advance payment by the User of the Administration's services.

The text of this Agreement is located at the address: <https://utify.io/license.pdf>

## 1. TERMS AND DEFINITIONS

The Parties shall use the following concepts under this agreement:

**1.1. "Internet"** is an open world communication infrastructure consisting of interconnected computer networks and providing access to remote information and information exchange between computers.

**1.2. "Internet resource"** - a set of integrated hardware and software, as well as information intended for placement on the Internet and displayed in a certain text and/or graphic and/or audio and/or video forms. Internet resource has a domain name (Uniform Resource Locator) - a unique e-mail address that allows you to identify the Internet resource, as well as to access the Internet resource. The service uses 1 Internet resource located at youtube. com.

**1.3. "Internet site" ("Advertising site") is an** Internet resource that allows to place advertisements of various formats. That's what [Google Ads](#) is all about.

**1.4. "Internet page" ("HTML Page")** - any part of the Internet resource within the framework of the youtube.com Internet resource displayed on the Internet user's monitor as an independent set of integrated hardware and software information materials, including text and/or graphics and/or audio and/or video.

**1.5. "Media Parameters"** - conditions of Advertising materials placement on the Advertising Platform, including

- the address of the video clips;
- the location of the audience;
- sex and age of viewers

as well as other parameters of Advertising materials placement on the advertising platform.

**1.6. "Media Plan"** - a set of media parameters used for placement of Users' advertising materials, including the cost of placement of advertising materials.

**1.7. "Media Planning"** - analysis of the target audience, selection of locations and making a forecast based on the results of the advertising campaign.

**1.8. "Advertising Campaign"** means the actions taken by the Administration to create, place and ensure the actual availability of the advertisement materials of the Advertiser on the Internet pages.

**1.9. "Advertising Placement"** - technical placement by the Administration of advertising materials provided by the User, taking into account media parameters of placement.

**1.10. "Additional works"** - works and services on creation, conduct and analysis of advertising campaigns, and other services for the User (Users of the User) related to the implementation of advertising campaigns of the User, performed by the Administration. The scope, terms of execution and cost of such works shall be agreed upon by the Parties additionally.

**1.11. "Advertising materials"** - any objects, including in electronic form, including video and mixed materials containing or expressing Advertising.

Advertising material is understood to mean

- **Video**" is a type of advertising material, which is a video from the Internet page. Has an indestructible URL on the Internet resource, and does not violate the rules of the Internet site, posted at <https://support.google.com/adspolicy/answer/2679940?hl=en>

- **Channel**" is a type of advertising material, which is the address of the Internet page, contains at least one video clip. Has a fixed address (URL) on the Internet resource. Videos belonging to the User's Internet page do not violate the rules of the Internet site posted at <https://support.google.com/adspolicy/answer/2679940?hl=en>

**1.12. "Trademark(s)"** means a designation(s) used for individualization of goods of legal entities or individual entrepreneurs, as well as works or services rendered by them, the exclusive right to which is certified by the trademark certificate.

**1.13. "Targeted advertising"** - a type of advertising on the advertising platform, in which the algorithm of displaying advertising materials depends on the settings of users left by them to the Utify service.

**1.14. "Utify service" is a** service of the Administration involving provision of application software to manage targeted advertising on advertising sites and a set of services on the terms agreed upon by the Parties. The service may include, by mutual agreement of the parties, the following services:

1.14.1. Utify-Consulting - services of the Administration in the field of independent expert evaluation of Internet advertising

1.14.2. Utify - Media - services for placement of textual, graphic and video advertising materials on sites that constitute an advertising platform.

1.14.3. Utify-Target - services for placement of text, graphic and video advertising materials, the displays of which are linked not to the content of the web page, but to a certain group of users, allocated on the basis of their previous behavior or personal data.

1.14.4. Utify -API - providing access to the Utify service in order to place own advertising materials or materials of its Clients for a monthly fee.

**1.15. "Account"** - the User's personal account on the corresponding Internet Site. Different Internet sites and the Utify Service Agreement different accounts.

**1.16. "Video Announcement"** is a video-graphic material placed by the Utify service on the advertising platform for the purpose of the advertising campaign.

**1.17. A "Domain Name" ("Domain") is a** sequence of characters that is the unique address of a website or e-mail on the Internet.

**1.18. "View"** - watching video or interaction (click) with it on the Internet resources, performed by the target audience of the User during the advertising campaign conducted by the Administration.

**1.19. "Click"** - clicking on the Video Announcement by the visitors of the Internet resource in order to move the Advertising consumer to the web page of the User (the User's client) by means of a corresponding hyperlink contained in the advertising materials placed in accordance with the terms and conditions of this Agreement.

**1.20. "Subscriber"** - are registered when users of the Internet resource subscribe to the User's Channel on the video ad page.

**1.21. "Impressions"** - the number of unique users of the advertising campaign to whom the Advertising material was shown.

**1.22. "Likes"** - are registered when users press the corresponding button on the page with the User's promotional video.

**1.23. "Service Acceptance Act"** - a document certifying the provision of services, drawn up and signed by the Administration unilaterally in accordance with Section 5 of this Agreement (hereinafter referred to as the unilateral act of acceptance of services / act of acceptance of services / act).

**1.24. "Reporting period"** - the period of full term of advertising materials placement, and if the advertising material is placed more than one month, the reporting period is one calendar month. For this period of time, a certificate of acceptance of services is drawn up.

**1.25.** Other terms not defined in this section shall be interpreted in accordance with the applicable laws of the Ukraine. In the absence of an unambiguous interpretation of the term in the text of this Agreement and/or in the regulatory acts of the current legislation of the Ukraine, it is necessary to be guided by the interpretation established in the Internet (on the corresponding Internet resources) and business practice.

## 2. SUBJECT OF AGREEMENT

2.1. On the terms and conditions stipulated by this Agreement, the Administration undertakes to provide a range of services for setting up and placing targeted advertising:

- Analysis of the target audience and selection of locations;
- independent expert evaluation of online advertising and target audience;
- actions taken to create, place and ensure the actual availability of advertisement materials of the Advertiser on the Internet resources;
- placement of test and video graphic advertising materials on the advertising platform;
- providing access to and configuration of the Utify Service, including technical support and maintenance of the Utify service, consultation on the use of the service, provision of training materials and instructions;
- services related to the implementation of advertising campaigns (placement of advertising) of the User on the advertising sites on the Internet;

The User is obliged to accept and pay for the services provided to the Administration.

2.2. Conditions and procedure of relations between the Parties in respect of specific aspects of this Agreement, including the revised list of services, name, content, cost and terms of services, shall be agreed upon by the Parties.

# 3. RIGHTS AND OBLIGATIONS OF PARTIES

## 3.1. Administration:

3.1.1. The Administration sends a link to the page of the User's personal account to the User's e-mail address for his identification. The User enters a unique password confidentially and independently. Login to the User's personal account by means of the User's password confirms that the Administration has transferred access to the User's personal account.

The Administration provides the User with the opportunity to independently conclude Agreements on advertising campaigns on the website of the Administration utify.io in the Utify User's personal cabinet.

3.1.2. Provides access to the Utify Service based on the User's login and password (if needed). Provides the User with advertising placement services, including based on the agreed terms of placement by filling in the relevant sections in the Utify interface;

3.1.3. The right to distribute the cost of placement between the Internet pages, change the settings of the Advertising platform at its own discretion based on the objectives of the User's advertising campaign, but within the limits of the total agreed budget for the reporting period;

3.1.4. is not responsible for any part of the services provided by the User himself, as well as for any damage caused to the User as a result of violation of the terms and conditions of the Agreement by the User, including the User's actions to manage the placement of advertising through the Utify service.

3.1.5. At the written request of the User, a written statistical report confirming the fact of advertising placement and containing the necessary information on the advertising campaign shall be submitted at the end of the reporting period, the statistical report may be sent in accordance with Clause 11.5 hereof;

3.1.6. In the event that due to his fault the advertisement provided by the User is not placed within the period agreed upon by the Parties, the User undertakes to place the advertisement in another period agreed with the User;

3.1.7. The right not to accept advertisements if the advertising materials do not meet the requirements of this Agreement. The Administration shall notify the User of the refusal to place the advertisement and Agreement to replace the rejected advertisement or bring it into compliance with the requirements; it is allowed to send a notification in accordance with clause 11.5 of this Agreement;

3.1.8. Upon the User's order the User shall perform Additional Works, the scope, terms of performance and cost of which shall be agreed upon by the Parties additionally;

3.1.9. Appoints its responsible representative to resolve all issues related to the execution of this Agreement;

3.1.10. Provide the User with the Certificate of Acceptance of Services after rendering the services in accordance with Section 5 hereof;

3.1.11. Has the right to involve third parties in the performance of duties, remaining responsible to the User for the actions of such third parties.

3.1.12. Develops and submits for approval to the User the Media Plan of the advertising campaign, if this obligation is provided for by the agreed terms and conditions, including the implementation of measures provided for by the Media Plan, it is allowed to send the Media Plan for approval in accordance with clause 11.5 of this Agreement;

3.1.13. Obliges to place the Advertising Materials in accordance with the agreed terms and conditions with the use of own technical capabilities or capabilities of third parties;

3.1.15. Suspends the provision of services for the period until the elimination of violations in case of violation of the terms and conditions of provision of advertising materials by the User, as well as other obligations assumed by the User under the terms and conditions of this Agreement;

3.1.16. Has the right to refuse to place specific advertising materials if they do not comply with the rules of advertising sites, as well as the requirements of the Law "On Advertising" and the current legislation of the Ukraine, notifying the User of its decision in advance;

3.1.17. Guarantees the User that he has all the powers to use the information space on the appropriate advertising sites of third parties to the extent necessary for the proper performance of the Agreement, and is fully responsible to the User for the violation of the guarantees specified in this paragraph in the amount of actual losses incurred by the User;

3.1.18. Has the right to place the User's logo in its own advertising materials, as well as a link to the promoted User's Website.

3.1.19. When rendering services to the User, the Administration shall be entitled to use third-party services/online platforms placed in the Internet and intended for automation and optimization of advertising.

3.1.20. In order to fulfill the conditions of this Agreement, the Administration has the right to involve, and the User agrees to involve, third parties providing services to the Administration and providing services/online platforms for automation and optimization of video advertising, and the Administration bears full responsibility within the framework of this Agreement for the quality and timing of services and works provided.

### **3.2. User:**

3.2.1.. Pay for the Administration's works and services in time and in full in accordance with the terms of this Agreement;

3.2.2. Provides and approves/coordinates advertising materials to the Administration, necessary for the advertising campaign not later than 2 (two) working days prior to the start of the advertising campaign, it is allowed to transfer advertising materials in accordance with clause 11.5 of this Agreement. The quality of advertising materials must meet the requirements of the Administration (advertising platform);

3.2.3. Appoints its responsible representative to resolve all issues related to the execution of this Agreement;

3.2.4. Undertakes to independently study the Rules of Advertising Materials Placement and Editorial Rules of Advertising Platforms on the corresponding Internet resource where the Advertising Campaign is planned to be held:

GoogleAds :<https://support.google.com/adspolicy/answer/6008942?hl=en>, including nested links;

3.2.5. To independently define the settings for managing advertising campaigns provided by the Utify service

3.2.6. Responsible for the selected parameters, as well as for the course and content of advertising campaigns conducted through the Utify service;

3.2.7. Guarantees the accuracy of the data he provided when registering with the Utify service.

3.2.8. Ensures reliability of the advertising information provided to the Administration, its compliance with the legislation of the Ukraine, regulatory acts of the state authorities;

3.2.9. The right to entrust the production of advertising materials to third parties, and the User shall be liable to the Administration for compliance of advertising materials with the requirements set forth in this Agreement and the current legislation of the Ukraine;

3.2.10. Has the right to unilaterally refuse from advertising placement (in full or in part), provided that the Administration is notified in writing, including by e-mail, 30 (Thirty) days prior to the expected date of refusal. In this case, the Administration shall draw up a unilateral Act on the provision of services in accordance with Section 5 of this Agreement, which shall reflect the actual scope of services provided and the amount by which they were rendered;

3.2.11. Upon the Administration's request, the Administration is obliged to provide all necessary additional information, including documentary confirmation of the information on compliance of advertising materials with the requirements of the legislation of the Ukraine on advertising,

trademarks, copyrights and related rights, as well as licenses or special permissions (or their duly certified copies), if the advertised activity, production and (or) sale of the advertised goods are subject to licensing or are carried out subject to the availability of special permissions; certificates according to the following

3.2.12. Upon the Administration's request, the Administration shall provide copies of the documents confirming the legitimacy of the Client's activity as a legal entity: a certificate of state registration, the Charter, a document confirming the powers of the person acting on behalf of the Client (protocol, decision, power of attorney) and other additionally requested by the Administration, not later than 5 (Five) working days from the date of receipt of the Administration's request, unless otherwise specified by the latter.

## 4. PRICING AND TERMS OF SERVICE PROVISION

4.1. The total cost of services under this Agreement shall be determined as the total amount of all services performed by the Administration and accepted by the User for the entire period of this Agreement. The cost of services shall be agreed upon by the Parties, reflected in the invoices for payment and shall include all expenses and expenses of the Administration taking into account all taxes and fees.

The cost of the Administration's services depends on the prices, tariffs and the procedure for calculating the cost of services established by the Advertising Platform. The advertising budget is determined on the basis of advertising prices set by the Advertising Platform.

4.2. Payment for the Administration's services shall be made by the User on the terms of advance payment. The User makes an advance payment in the amount of 100% (one hundred percent) of the total cost of the ordered services on the basis of the invoice issued by the Administration or by payment by bank card.

The User shall transfer the payment to the current account of the Administration within 3 (Three) banking days from the moment of receiving the media plan. The User consents to the services specified in the respective media plan for payment with this payment.

4.3. Advertising of the User shall be placed not later than 2 (two) calendar days from the date of the beginning of the advertising campaign specified by the User in the agreed terms of advertising campaign placement.

The obligation of the Administration to provide the services provided by the Agreement arises from the moment of receipt of the payment by the User to the current account of the Administration, taking into account the terms of crediting the payment of the User to his personal account. The Administration renders services only in case of a positive balance of the User's personal account, sufficient to pay for the advertising campaign.

4.4. Violation by the User of the terms and conditions of payment provided by this Agreement gives the Administration the right not to start providing advertising services or suspend the provision of services without applying any penalties to the Administration.

4.5. Payments of the User on the Administration's services under this Agreement shall be made in Russian rubles, American dollar or Ukrainian hryvnia.

4.6. The User pays for the services of the Administration by non-cash payment by transfer of funds to the current account of the Administration, specified in the invoices issued or by payment through the acquiring service "CloudPayments" or "PayPal". All amounts charged by the bank for the transfer of funds shall be paid by the Party making the transfer.

Payments under this Agreement can be made by transferring the User of the relevant amount of money to the account of the Administration by any of the following methods specified on the website [utify.io](https://utify.io). The choice and use of the method and form of payment under this Agreement

shall be made by the User independently and at its own discretion. Security, confidentiality, as well as other conditions of use of the methods and forms of payment chosen by the User are regulated by agreements (Agreements) between the User and relevant organizations.

4.7. The date of performance of the User's obligation to pay for the Administration's services is the date of receipt of funds to the current account of the Administration.

The Administration shall perform automated accounting of the funds received from the User and the rendered services on advertising placement in the Internet. Reflection of the receipt of the User's funds to his personal account shall take place within 2 (two) working days from the date of receipt of the User's funds to the current account of the Administration.

In some cases, at the discretion of the Administration, the confirmation of the fact of payment can be a fax copy of the payment order or a receipt of payment with a note of the bank that made the payment.

4.8. If it is necessary to return the funds to the User, the amount of return shall be calculated taking into account all the conditions of placement of the Information Materials specified in the Agreement and shall be carried out in Russian rubles only by bank transfer, and the User shall be entitled to send a scanned copy of the said request to the electronic address of the Administration specified in Section 12 hereof. Then the Administration sends to the User's e-mail address specified by the User during registration a letter about the data of the person who has issued a request to write off the funds from the User's personal account with a request to confirm this information. After confirmation of the refund request, the refund amount is transferred to the User's current account within 20 (twenty) banking days.

4.8.1. When making a refund from the User's account, the Administration has the right to request additional documents confirming the details and legitimacy of the payment made, as well as the User's identification data. If the requested documents are not provided, the Administration shall suspend work at the written request of the User for the refund of funds until the necessary information is received.

4.8.2. If the User transfers to the Administration prepayment for the services rendered, the interest on the specified amount (the amount of prepayment) for the period of use of funds in accordance with Article 625 of the Civil Code of the Ukraine by the User shall not be accrued and shall not be paid by the Administration.

## 5. PROCEDURE OF ACCEPTANCE

5.1. Not later than 10 (Ten) working days after the end of the reporting period (unless otherwise agreed by the parties in addition) the Administration shall form and issue invoices and certificates of acceptance of services for the reporting period, drawn up and signed by the Administration unilaterally.

5.2. Invoices and acceptance reports (hereinafter referred to as primary documents) may be sent to the User's e-mail address. At the same time, the Administration executes paperwork and sends primary documents to the User.

Primary documents can also be obtained using the electronic document management system "Diadok".

5.3. The User within 3 (Three) business days from the date of receipt in the electronic copy of the certificate of acceptance of services to its e-mail address or from the date of posting on the Service in the User's Personal Account shall be obliged to consider it and in the case of claims on the services provided shall be obliged to send motivated written objections. Upon expiry of the term for objections specified above, claims under the Acceptance Act, including the number (volume), cost and quality of services of the Administration are not accepted, the services are considered to be provided and accepted by the User without objections and comments.

5.4. In case of acceptance of the reasoned written objections of the Administration to the Act of acceptance, the Parties shall have the right to draw up the Act of completion containing the list of objections and comments of the User to the quality and scope of the services provided by the Administration, as well as the terms of elimination of the defects indicated by the Administration. If the Administration rectifies the abovementioned defects, the Administration shall draw up and send the Acceptance Certificate again.

5.5 The parties have agreed that in any disputable situations, the media plan received from the Utify service is a proper and sufficient confirmation of the data on the basis of which the volume and cost of the Administration's services is calculated.

## 6. RESPONSIBILITY OF THE PARTIES

6.1. The parties are responsible for non-fulfillment and/or improper fulfillment of obligations under this Agreement in accordance with the legislation of the Ukraine and provisions of this Agreement.

6.2. The User is responsible for the content of the Advertising materials provided to the Administration, for violation of the requirements of the legislation of the Ukraine on advertising; for illegal use of the results of intellectual activity and means of individualization, in the amount of the Administration's losses, including, but not limited to, penalties established for recovery by the state authorities, expenses on claims and lawsuits of legal entities and individuals.

6.3. The User shall solve all the issues of ensuring copyright and related rights to the placed objects of copyright and related rights included in the Advertising materials provided by the User and shall guarantee that the Administration shall be exempted from liability for payments to any legal entities or individuals in connection with claims of third parties regarding the placed objects of copyright and related rights included in the Advertising materials provided by the User.

6.4. In the event that third parties (including public authorities) will make financial and/or other claims regarding the legality of the placement of the Advertising Materials or the Advertising Materials themselves, the Client undertakes to independently and without the involvement of the Administration to settle the resulting claims, and if they are justified and if there are appropriate requirements to make at their own expense the necessary payments, and in the case of documented losses to the Administration to compensate them in full.

6.5. If the person who considers his rights violated has sued the Administration (Client), depending on the essence of the claim of the person and the division of responsibility of the Parties, the Client (Administration) at the request of the Administration (Client) - is obliged to enter himself as a correspondent on the side of the Administration (Client). The User (Administration) shall, at his own expense, make all payments to the plaintiff according to the court decision, pay the legal costs, as well as compensate the actual losses of the Administration (User) related to the violation of the guarantees provided by the User (Administration) in paragraphs 6.4., 6.5. of the Agreement.

6.6. The User shall be fully responsible for the safety of his login and password for access to his personal account in the Utify Service and for losses that may arise due to the unauthorized use of his login, password and/or access channel. The Administration shall not be liable and shall not reimburse the losses incurred due to unauthorized access of third parties to the User's account information.

6.7. The Administration does not give any guarantees, except as expressly provided by this Agreement, and is not responsible for the non-conformity of the services provided to the specific purposes and (or) expectations of the User.

6.8. The Administration under no circumstances bears any responsibility under this Agreement for any actions/inaction, which are direct or indirect result of actions/inaction of the User and/or third parties; any indirect losses and / or loss of profit of the User and / or third parties, regardless of whether the Administration could foresee the possibility of such losses or not; use (impossibility of use) and any consequences of use (impossibility of use) of the forms chosen by the User



6.9. The Administration shall not be liable for losses and other losses of the Client, which have arisen because of the inoperability of the Client's Internet resource or of the individual Internet pages to which the advertising material refers.

6.10. The User shall notify the Administration of any changes/technical works to be carried out on the User's website, including changes in the structure of the URL or the content of the website, which lead to the inoperability/immediance of the advertisement and require the suspension of advertising campaigns in order to make changes to them. Term of notification of the Administration not later than 10 (ten) working days before the date of the beginning of such changes / works.

If the planned changes/technical works on the User's website have resulted in the inoperability of the User's advertising campaigns, the Administration has the right to demand payment of the cost of additional works on making changes and adjustment of the User's advertising campaigns to ensure their correct operation. Payment of the cost of additional works on making changes and setting up advertising campaigns of the User, arising from the reason specified in this paragraph, is calculated on the basis of the average daily cost of services of the Administration for the last 30 days multiplied by the number of days of such works.

6.11. Expiration of the term of validity of this Agreement, as well as its early termination does not release the Parties from responsibility for its violation, which took place during the period of validity of the Agreement. Upon termination of the Agreement, the Administration shall have the right to collect from the User the amounts of penalties and losses presented in accordance with the Agreement.

## 7. FORCE MAJEURE CIRCUMSTANCES

7.1. The parties shall be exempted from liability for partial or complete non-fulfillment of obligations under this Agreement, if this non-fulfillment was caused by force majeure circumstances ("force majeure circumstances").

In the context of this Agreement, the following circumstances apply to force majeure: natural disasters, war or military actions, a strike in the industry or region, civil war or public disorder, prohibitive measures and/(or) legislative/regulatory acts adopted by the relevant authorities of the Ukraine and other similar circumstances that could not be foreseen at the time of signing the Agreement, independent of the will of the Parties and directly affecting the performance of the Parties of their obligations.

7.2. The Parties shall notify each other of the occurrence of force majeure circumstances not later than 5 (Five) working days from the date of their occurrence.

If the duration of force majeure exceeds 60 (Sixty) calendar days, each of the Parties shall have the right to initiate the procedure of changing the terms of this Agreement or terminate this Agreement by sending the other Party a notice of termination not less than 15 (Fifteen) calendar days prior to the expected date of termination. At the same time, the Agreement shall be considered terminated only after full and final settlements and settlement of all disputes arising from this Agreement by the Parties, including payment of penalties accrued before the start of force majeure.

## 8. VALIDITY, MODIFYING AND TERMINATING AGREEMENT

8.1. The Agreement comes into force from the moment of its placement in the Internet and is valid till the moment of withdrawal of the Agreement by the Administration or termination of the Agreement according to the rules of Clause 8.5 of the Agreement. The Administration shall render

services only in respect of the User who has concluded this Agreement by accepting its terms and conditions by performing a set of the following actions:

8.1.1. Self-study of the text of this Agreement posted at: [utify.io](http://utify.io)

8.1.2. Making an advance payment.

8.2 The User (including the User's representative), who made a preliminary payment, by performing the above actions confirms that he is familiar with the terms and conditions of this Agreement, fully understands and accepts them in full, and guarantees the Administration:

8.2.1. reliability of information, including personal data, during registration in the Utify Service and during execution of payment documents for services payment;

8.2.2. voluntary conclusion of the Agreement, including acquaintance with the terms and conditions of the Agreement, their understanding and full agreement with them;

8.2.3. Availability of appropriate powers to conclude and execute this Agreement.

8.3 The Administration has the right to make changes and additions to this Agreement by placing the relevant information on the website of the Administration at the address of [Utify.io](http://Utify.io).

The User hereby agrees with the above procedure of making changes and additions to this Agreement. Amendments and additions to this Agreement, made in accordance with the procedure established by this paragraph of the Agreement, come into force from the moment of their placement in the specified order and become binding on the User, unless otherwise provided by the terms of this Agreement, after 1 (one) calendar day from the date of their placement by the Administration.

8.4. the User, who does not agree with the changes or amendments to this Agreement, made in accordance with the procedure provided for in clause 8.3. of this Agreement, has the right to terminate the Agreement unilaterally on the terms and conditions specified in clause 8.5.3. of this Agreement.

8.5. This Agreement may be terminated in the following cases:

8.5.1. By agreement of the Parties;

8.5.2. In case of material breach of the terms and conditions of this Agreement by one of the Parties in accordance with the procedure stipulated by the current legislation;

8.5.3. At the initiative of either Party at any time during the term of this Agreement by sending a written notice to the other Party not later than 15 (fifteen) calendar days prior to the expected date of termination of the Agreement. In this case, the Agreement shall be deemed terminated on the date of receipt by the Party of the notice of early termination of this Agreement to the other Party.

8.6. The rights and obligations of the Parties shall remain in full force and effect during the period of notice of termination, including the continued distribution of the Advertising Materials.

## 9. DISPUTE RESOLUTION

9.1. All disputes and disagreements that may arise from this Agreement, the Parties will seek to resolve by negotiation or claim procedure. The party that received the claim shall consider it within 10 (ten) working days from the date of receipt of the claim.

If the Parties fail to reach an agreement, the dispute shall be referred to the appropriate court at the location of the Administration (for legal entities, individual entrepreneurs and individuals - the Arbitration Court of Odessa), where it shall be considered in accordance with the current legislation of the Ukraine.

9.3. This Agreement is governed by the laws of the Ukraine.

## 10. PRIVACY

10.1. The parties agree to keep the agreement and consider confidential, as well as all information received by one party from the other party and designated by the transmitting party as confidential information (hereinafter referred to as "confidential information"), and not to disclose, not to disclose, not to disclose, not to make public or otherwise provide such information to any third party without prior written permission of the transmitting party, except for the requests of authorized state bodies and other cases provided by government.

10.2. Confidential information shall always remain the property of the Party transmitting this information and shall not be reproduced without the prior written consent of such transmitting Party.

The obligation to keep confidential the Confidential Information in accordance with the terms and conditions of this Article shall come into effect from the moment of signing of the Agreement by both Parties and shall remain in force for 5 (Five) years after the expiry of the Agreement or its termination for any reason.

10.4. The Party that has violated the condition of keeping the Confidential Information secret shall compensate the other Party for all losses incurred.

10.5. In order to fulfill the terms and conditions of the Agreement the User agrees to provide and gives consent for processing and transfer of personal data in accordance with the Law "On Personal Data" of 01.06.2010 № 2297-V on the terms and conditions and for the purposes of fulfillment of the terms and conditions of the Agreement both with the use of automated means of processing of personal data and without the use of automation means. the customer, for the purpose of performance of the present contract, gives to the executor the right to carry out the following actions (operations) with the personal data: collection, accumulation and systematization; storage within the period of validity of the present contract and not less than terms of storage of the reporting established by standard documents, but not less than three years from the date of the termination of action of the present contract; specification (updating, change); use; blocking;

The purpose of provision of personal data by the User and their further processing by the Administration is to receive services of the Administration by the User. This Consent is valid for the period of validity of this Agreement and not less than three years from the date of termination of this Agreement.

10.5.1. "Personal data" means personal information that the User provides about himself when registering with the Utify Service, namely: name, surname, patronymic, registration address, number of the main identity document, information about the date of issue of the said document and the issuing authority, postal address (including index), e-mail address and contact numbers.

10.5.2. The Administration guarantees confidentiality of the User's personal data and provides access to personal data only to those employees and persons who need this information to fulfill the terms of the Agreement, ensuring that the said persons observe confidentiality of personal data and security of personal data during its processing.

10.5.3. In case of loss of identification data (login/password) by the User for access to the Utify Service, the Administration has the right to request from the User, and the User agrees to provide some personal data, which will be used solely for the purpose of performance of this Agreement and protection of property interests of the Administration and the User.

10.5.4. In the event of termination of the Agreement, all information posted on the Utify Service, relating to personal data of the User and related files, are physically destroyed from the media of the Administration.

10.6. The User confirms that he has received or will receive written consent of all persons, whose involvement is necessary for the proper provision of services by the Administration under this Agreement, to the processing, storage and transfer of all personal data by the User, as they are defined in the Law of the Ukraine "On Personal Data" dated 01.06.2010 № 2297-V and any changes to it. The User is informed that he is responsible for the transfer of personal data of these

persons without their written consent to the Administration. The Administration is not responsible for non-fulfillment or improper fulfillment of this obligation by the User.

## 11. Other conditions

11.1. This agreement, including the parts, annexes and supplements to this agreement mentioned herein, posted on the Utify website, and contains the full scope of agreements between the Parties.

11.2. This Agreement consists of articles and paragraphs, the headings and numbering of which are made for the convenience of reference to certain conditions and do not affect the interpretation of the Agreement.

11.3. In case of change of the User's data specified by the User during registration in the Utify Service. The User shall notify the Administration by sending an e-mail within 3 (three) calendar days from the date of the respective changes. In case of non-fulfillment by the User of the obligations set forth in this clause of the Agreement, all notices, notifications or fulfillment sent to the details known to the Administration shall be considered as duly sent.

11.4. Any notices, acts, requests, reports, requests, other documents and/or communications of one Party sent to the other Party under this Agreement shall be deemed to have been delivered accordingly: within 24 (Twenty-four) hours from the date of their sending - for messages sent by fax or e-mail; within 14 (Fourteen) calendar days from the date of their sending - for messages sent by mail; within 4 (Four) working days from the date of their sending - for messages sent by means of This condition applies if there is no information about the date on the stamp of the post office of the recipient (in case of sending by mail) or the date on the notification with the signature of the recipient (in case of sending by courier).

11.5. The Parties have established that in the course of performance of this Agreement it is possible to exchange documents by e-mail. In this case, the Parties agree that the notifications sent by e-mail have the force of written notifications.

E-mails sent from the electronic addresses of the Parties shall be considered signed by a simple electronic signature - an electronic address (e-mail address). The Parties acknowledge the validity of electronic letters - documents sent by e-mail and recognize them as equivalent to paper documents signed by handwritten signature, as only the Parties themselves and their authorized persons have access to the relevant means of communication - e-mail addresses. Each Party shall access the e-mail by password and undertake to keep it confidential.

If necessary, at the request of the interested Party, the other Party shall provide a written copy of the relevant document signed by an authorized person.

11.6. The Administration shall inform the User about any changes in his details specified in this Agreement by placing it on the website: Utify.io. The User independently monitors the change of any details mentioned in this Agreement by the Administration and is responsible for the correctness of their use and application.

11.7. To fulfill its obligations under the Agreement, the Parties have the right to engage third parties, bearing responsibility for their actions as their own, however:

11.7.1. The User shall not be entitled to transfer (assign) his rights and (or) obligations under this Agreement to any third party without the prior written consent of the Administration.

11.7.2. The Administration shall have the right, at its own discretion, without the User's consent, to assign or otherwise transfer its rights under this Agreement to third parties, notifying the User of the assignment of rights by e-mail no later than 5 (five) banking days from the date of such assignment or other transfer of rights.

11.8. In the event that any of the terms and (or) provisions of this Agreement are/are invalidated, this will not affect the validity of its other terms and conditions and the validity of the Agreement and its performance as a whole, as if such a provision had never been part of this Agreement.

11.9. Taking into account the fact that the Services provided under this Agreement are aimed at achieving economic effect, the norms of consumer rights protection stipulated by the legislation of the Ukraine shall not be applied to the relations between the User and the Administration.

11.10. In case of inactivity of the User within 180 (one hundred and eighty) calendar days, namely: no login and password to the Utify System, a warning letter is sent to the User about the possible cancellation of his account with an Agreement to either use the System, or write an application for refund of funds in the User's personal account (if his balance is positive).

11.10.1. In case of the User's inactivity within 30 (thirty) calendar days from the date of sending the warning letter, the user's account is blocked and all advertising campaigns belonging to the account are deleted.

11.10.2. In case of failure of the User to submit an application for refund of funds on the personal account, within 30 (thirty) calendar days from the date of sending a warning letter, at the moment of blocking the User's account the balance of funds on the personal account of the User may be written off to the income of the Administration.

11.11. Without contradicting the terms and conditions of this Agreement, the User and the Administration shall be entitled to execute the Service Agreement in the form of a written bilateral document at any time.

11.12. The Administration shall be entitled to provide the User with the translation of this Agreement from the Ukrainian language into other languages, however, in case of discrepancy between the text of the Agreement in the Ukrainian language and its translation, the Ukrainian version of the Agreement shall be valid only.

## 12. ADMINISTRATOR CONTACT DETAILS

**Full name:** Individual Entrepreneur Shevchenko Igor Valerievich

**Abbreviated name:** Utify

**Legal address:** 67571, Ukraine, Odessa region, Limansky district, with. Fontanka, st. Black Sea 4a

**Tax ID:** 3161010196

**Classifier of Industrial Enterprises(PSRN of IE):** 3161010196

**Bank account:** 26008265005001

**Bank:** UKRSIBBANK

**Bank Identifier Code:** 351005

**Correspondent account:** 26008878894234

**E-mail :** youtube@utify.io

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**Address of placement on the Internet:** <https://utify.io/license.pdf>

Date "21" January 2019

Date of last change "10" July 2019