

DIGITAL SMART SYSTEMS LTD COMPANY

USER AGREEMENT ON THE USE OF THE DIGITAL SMART SYSTEMS LTD SOFTWARE

With the latest changes and additions from: [10/11/2018]

This User Agreement is an agreement (hereinafter referred to as the “Agreement”) between you and Digital Smart Systems LTD (hereinafter referred to as “DSS LTD”).

In this Agreement, the words "we / us / our" refer to the company DSS LTD. These words are used for all software provided by DSS LTD in connection with the Service, an automatic and semi-automatic robot (defined below), other Computer Programs, together with all updates, patches, applications and replacements provided by DSS LTD, and all documentation used (hereinafter referred to collectively as the "Software"). For the avoidance of doubt, this concept also includes all internal content, including, but not limited to, visual display, working scripts, etc. The words "You / Yours " refer to the user of the Service and Computer Programs.

The terms of this Agreement between you and DSS LTD are valid throughout the world, regardless of where you live.

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YOU WILL OBTAIN REGULARLY INDEPENDENTLY ACQUAINTED WITH THIS AGREEMENT AND THE TERMS OF USE OF THE SERVICE THAT WILL PROVIDE YOUR AWARENESS IN RESPECT OF CHANGES AND ADDITIONS. CONTINUING THE USE OF THE SOFTWARE (INCLUDING SAVING ITS COPY OR A COPY OF A PART OF THE SOFTWARE IN THE MEMORY OF YOUR COMPUTER), YOU CONFIRM THE

RECOGNITION OF REVISED OR UPDATED CONDITIONS. IF YOU DO NOT AGREE WITH THE CHANGED TERMS, YOU MUST STOP USING THE SOFTWARE AND REMOVE IT AND ALL RELATED FILES FROM YOUR PERSONAL COMPUTER.

1. Software License.

In accordance with the terms of this Agreement and the Terms of Use of the Service governing your use of the Service (defined below) and subject to your compliance with the Rules of Conduct posted on the Website (defined below), or otherwise provided to you by DSS LTD (hereinafter referred to as the “Rules of Conduct”), we provide you with a non-exclusive installation (use in the web interface) of the Software for commercial and personal use only in the form of object code on one or several computers controlled by you exclusively for accessing and using the Service and / or additional functions and components of the Software provided for in this Agreement and other related documents. Any software of DSS LTD that updates, supplements or replaces the original Software is governed by this Agreement and is included in the concept of the Software, if for such an update, addition or replacement there are no separate license terms (in this case, in case of conflict with this Agreement, terms of a separate license are to be applied) or no other regulation is provided for, envisaged in such separate conditions. The term “Service” as used in this Agreement means the website of DSS LTD, located at: <https://dss.group/> (or any other link that can replace this address) and all officially linked websites and microsites , mobile sites (hereinafter collectively referred to as “Website”), any Software, including work platforms, web clients and servers managed by DSS LTD, and all components, functions, software and services offered and provided by DSS LTD through the Website, unless otherwise specifically provided by the company DSS LTD.

2. Licensing restrictions.

The above license provisions define the aggregate of your rights with respect to the Software, and we reserve all rights that were not expressly granted to you under this Agreement. Without limiting the above provisions, you must not perform or authorize or allow third parties to perform any of the following actions: (a) decompile, disassemble, or attempt to obtain the source code of the Software; (b) modify, change or create derivative works based on the Software or any of its elements without the written consent of DSS LTD; (c) remove, modify or obscure any copyright, trademark or other copyright notices contained in / on the Software or any other material provided to you by DSS LTD; (d) use any third-party software to modify the Software or the Service, or access the Service or change the game process or influence the game process in some way; (e) redirect, intercept, or simulate communication protocols used by DSS LTD as part of the Service by any means, including but not limited to, protocol simulation, traffic analysis, or modification or addition of components to the Software; (f) provide, host, promote, refer to or use any private servers, simulators, connection services or other means by which it is possible to play the Software outside of the Service; or (g) create, use or maintain an unauthorized connection to the Software and Service. All such connections can be made using methods and means that have been directly approved by DSS LTD, and the ability to play the Software can only be provided on sites hosted by DSS LTD (or under its control); or (h) destroy / obstruct or impede the operation of a technical device included in the Software or Service, or ensuring its operation in order to prevent the prohibited / improper use of the Service or its elements and infringement of copyright and other intellectual property rights. You may not distribute or

provide to any third party any Confidential Information. DSS LTD is not obliged to unconditionally provide you with suitable software and / or access codes to the Software or Service; the decision to provide access to the Software or Service is made by DSS LTD.

3. Ownership (including intellectual property rights).

(a) The software is pecuniary property of DSS LTD and its licensors and is protected by laws and international agreements on copyright and other intellectual property rights. We and our licensors own all rights, title and interest in the Software, including all copyright and other intellectual property rights in the Software. Software and documentation are provided to you solely in accordance with this Agreement and are licensed but not for sale. This Agreement and the license rights granted to you by it are not sold and do not transfer to you any title or share in the ownership of the Software or the Service itself or Intellectual Property Rights (defined below) for them.

(b) “Intellectual property rights” means and includes, but is not limited to, copyrights, patents, trademarks, personal non-property rights of the author and trade secret, all other intellectual property rights and intangible legal rights recognized in any country or jurisdiction, including but not limited to: (a) this or that concept, a computer programme, content, data and information about users, a list of users, data, samples, designs, discoveries, documentation, graphics with materials, modifications, information, lists, instructions, industrial designs, materials, models, notes, object codes, plans, processes, products, prototypes, reports, diagrams, software, source code and specification, (b) works, original works and the author’s personal non-property rights, including but not limited to the right to object to the distortion or other type of modification of the work, and any similar right existing under the laws of any country or an international treaty, (c) inventions, disclosure of their essence, know-how, patent certificates, methods, means, patents, temporary patent applications, temporary patents, technicians and all foreign analogues and equivalents, as well as any and all cases of separation, prolongation, partial renewal, revision, updating, reissue, renewal and similar processes in relation to the above objects, (d) service marks, trademarks, corporate identity and trade names, (e) commercial secrets; this concept has the broadest meaning and interpretation, and (f) any other similar rights, in any case existing under the laws of any country or international treaty on a global scale.

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act of transfer or assignment) which, if necessary, may be required for DSS LTD in order to exercise the relevant rights in accordance with this Agreement. All rights, titles and interests in the Software and the Service remain the property of DSS LTD (and / or its licensors or assignees) and are protected by trade secrets, trademarks, copyright, patents and / or other laws on the protection of intellectual property rights. At the request of DSS LTD, during the term of this Agreement and upon its termination, you agree to transfer to DSS LTD all copies of the Reviews and all copies of documents or other media in any form: written or electronic, which contain the Confidential Information (defined in the Terms of Use of Service), regardless of whether they were created by you or provided to you by DSS LTD.

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(c) UNTIL DSS LTD IS TRYING TO MAKE YOUR ACCESS AND USE OF THE SOFTWARE SECURE, WE CAN'T DECLARE AND DON'T DECLARE OR DON'T GUARANTEE THAT IN THE SOFTWARE, THERE ARE NO HARMFUL COMPONENTS.

(d) DSS LTD COMPANY ASSUMES NO LIABILITY OR, EXCEPT AS REQUIRED BY APPLICABLE LAW, IMPERATIVELY, EXCLUDES TO THE MAXIMUM EXTENT PERMITTED BY ANY RESPONSIBILITY FOR YOUR USE OF OR INABILITY TO USE THE SOFTWARE.

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(f) You acknowledge and agree that DSS LTD has the right to update, improve or otherwise modify the Software and / or the Service at any time without sending any notice.

(g) When we update or fix the Software, we may use the "patch" to check if the latest version of the Software is installed on your computer. If your computer does not have the latest version of the Software, the latest version may be automatically downloaded and installed on your computer, which will change or replace a previous version of the Software that may be installed on your computer and you agree to such upgrades and installations, and refuse any further notification. However, you realize that we are not responsible for providing you with any updates or corrections in accordance with this Agreement.

(h) You agree that we are not responsible for any hardware, software or Internet access, their quality, compatibility or unsuitability issues, payments and operations that occur when obtaining rights to use additional functions and work components, content, goods, etc. from third parties. We do not provide Internet access, and you are responsible for paying for telephone or Internet access, as well as for the necessary equipment, maintenance, repair, or fixing while ensuring connection to the servers. In some cases, to use this or that part of the Service, you, at your own expense, need to comply with the technical requirements for connection. Otherwise, such elements of the Service will not be available to you.

You hereby acknowledge, agree and give your direct consent to the following:

(i) You acknowledge and agree that the Software may monitor and report information from your computer, including but not limited to hardware power and modifications. And you give direct consent to conduct such monitoring and information gathering in accordance with this article.

(j) You acknowledge and agree that when using our Software, we may and are entitled to access, collect, monitor and / or remotely store one or more "device identifiers", such as a universal unique identifier (hereinafter the "UUI"). The device identifier may be data stored in connection with the hardware of the device, data stored in connection with the operating system of the device or other software, or data sent by us to the device. Some components of the Service may not function properly if there are violations in connection with the use or presence of device identifiers.

(k) When using the Software with or via a mobile device, we may and are entitled to access, collect, monitor and / or remotely store “location data” that may include GPS coordinates (for example, latitude and / or longitude) or similar information about finding your mobile device. Location data can tell us information about how you access and use the Service. Some components of the Service, in particular, location-based services, may not function properly if there are violations due to the use or availability of location data.

(l) When using our Software, software functions may be used to detect fraud or unauthorized or malicious software. In this context, we may access, collect, monitor and / or remotely store screenshots of software progress, information about hardware power, changes related to our gaming software, signatures, profiles or names of known unauthorized or malicious third-party programmes, files or processes that allow or facilitate fraud, unfair advantage or hacking of the Software or any other element of the Service. If unauthorized or malicious software is detected, the gaming software may also inform us about Account and ID information, as well as information about unauthorized or malicious software, or about its use.

(m) You acknowledge and agree that when using the Software, we may, with your consent, send push notifications and local messages to your mobile device in order to provide updates and other relevant information. You hereby give your direct consent to receive advertising and marketing information, including information on goods, works, services and means of individualization of third parties, as well as notifications of an administrative nature.

(n) We encourage you to consult with our Privacy Policy for information on the collection, use and dissemination of personal information. The privacy policy is published on the website: <https://dss.group/>. You acknowledge and agree that by accepting this Agreement, you irrevocably acknowledge that you have read these documents and have given your consent to all means, methods and processes that we can use when collecting and processing personal and other information in accordance with the Privacy Policy, including the cross-border transmission of such information to third parties.

5. Compensation.

You agree to compensate, indemnify and defend DSS LTD, its related parties, independent contractors and service providers, as well as each of their respective participants, directors, members of management, employees and agents (hereinafter referred to as “Persons from DSS LTD”) of claims, damages, costs, liabilities and expenses (including but not limited to reasonable legal fees) arising from or related to the Software.

6. Limitation of liability.

(a) UNDER ANY CIRCUMSTANCES, DSS LTD, ITS DIRECTOR, PARTICIPANTS, INTERDEPENDENT PERSONS, SUBSIDIARIES, EMPLOYEES, OR AGENTS DO NOT RESPOND FOR ANY DIRECT, SPECIAL, INDIVIDUAL DAMAGES OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, STANDSTILL, LOSS OF PROFIT OR LOSS OF DATA, ARISING AS A RESULT, FROM THE AGREEMENT, A DELICT (INCLUDING, BUT NOT LIMITED TO, CAUSED BY A DEFAULT) OR IN ANOTHER FORM, WHICH ARE ARRANGED FROM OR WERE IN THERE OR IN ANOTHER METHOD ASSOCIATED WITH THE USE OR INCIDENCE OF USING THE

SOFTWARE, ITS ADDITIONAL FUNCTIONS AND COMPONENTS, PROVIDED BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO ANY DAMAGES CAUSED BY OR RESULTING BY THE USER CONFIDENCE OF INFORMATION OBTAINED FROM DSS LTD, BEING OR RESULTING FROM ERRORS, OMISSIONS, DELAYS, DELETING FILES OR EMAILS, ERRORS, DEFECTS, VIRUSES, DELAYS OF USE OR DELAYS IN TRANSMISSION OR DEFAULT WHETHER THEY AROSE IN CONNECTION WITH THE EFFECT OF AN INNOUNCED POWER, FAILURE OF CONNECTION, THEFT, INTERRUPTION OF WORK OR UNAUTHORIZED ACCESS TO NOTES, PROGRAMMES OR SERVICE OF THE COMPANY DSS LTD.

(B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF DSS LTD, OCCURRED AS A CONDEQUENCE OF BREACH OF CONTRACT, WARRANTIES, COMMISSION OF A DELICT (INCLUDING, BUT NOT LIMITED TO, DUE TO ACTIVE, PASSIVE OR IMPLIED NEGLIGENCE), PRODUCT LIABILITY, UNCONDITIONAL OR OTHER LIABILITY, ARISING FROM OR HAVING A RELATION TO THE IMPLEMENTATION OR INABILITY TO IMPLEMENT THE SOFTWARE DOES NOT EXCEED MORE OF THE FOLLOWING VALUES: 3000 RUSSIAN RUBLES OR ANY PAYMENT (IN CASE OF ITS AVAILABILITY), ACTUALLY PAID BY DSS LTD FOR ACCESS TO IT OR ITS USE.

(c) ACTING IMPERATIVE LEGISLATION MAY NOT ALLOW THE APPLICATION OF THE ABOVE LIMITATIONS OF LIABILITY. IN SUCH CASES, YOU AGREE THAT OUR (OR BELONGING TO ANOTHER EXEMPTION FROM THE OBLIGATION PARTIES) LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW DEGREE PEREMPTORY.

7. Term and Termination.

This Agreement enters into force on the date when you agree to these terms / accept them. Your acceptance of this Agreement, including all relevant terms and conditions constituting a holistic agreement between you and DSS LTD, is considered to be implemented on the date that comes when you confirm their acceptance by clicking on the “Accept” button when connecting to the Service or Software. This Agreement shall remain in force until such time as it is terminated by you or by DSS LTD at any time during its term.

(a) Effect of Termination. Termination of the Agreement implies your loss of the rights to use the relevant Software in any way, regardless of the basis of the termination. Termination of the Agreement also implies that you can no longer use those elements of the Service that are associated with, or are based on, the Service / Software. In some cases, you can also be notified of the termination of other agreements that have been concluded with you, for example, the termination of the Terms of Use of the Service, etc. In this case, you do not have the right to use the Service as a whole. You agree that under no circumstances shall DSS LTD or its interdependent persons be obliged or forced to compensate for any of your losses or damages arising from the termination of the Agreement.

(b) This Agreement shall be terminated at the discretion of DSS LTD, at any time and at its sole discretion. DSS LTD may, at its sole discretion, suspend or terminate the use, workflow and / or operation of the Software, the Service and / or suspend or terminate this Agreement on any basis, at any time or in the absence of a basis, by sending you a corresponding notice, or without

sending it. DSS LTD may, at its sole discretion, at any time, refuse to provide access or use the Software or Service, or any element thereof. In addition, DSS LTD may at any time immediately terminate the license under this Agreement, deactivate or terminate your Account(s) and / or suspend the provision of the Software or Service without any notice if: (a) you violate any provision of this Agreement or any other agreements entered into by DSS LTD with you; (b) you violate any third party intellectual property rights; (c) DSS LTD cannot confirm or establish the accuracy of the information you provided to it, or DSS LTD has reason to believe that you are under the age of 18, and / or your parents did not give written consent to your use of the Service according to the terms and conditions forming the whole agreement between you and DSS LTD; (d) you are involved in any other work activity of any kind that, at the discretion of DSS LTD, is deemed inappropriate and / or violates the concept of the Service, including fraudulent transactions and actions against other partners, licensors / sublicensees of DSS LTD; (e) you have not paid in due time one or another amount payable to DSS LTD or its sublicensees or partners (if any). If for any reason the agreement is terminated containing the Terms of Use of the Service, which has been concluded between you and DSS LTD, this Agreement is terminated automatically, and no notification is sent to you.

(c) You may terminate this Agreement by canceling your Account opened in connection with your use of the Software and deleting all copies of this Software that are at your disposal or under your control. Upon termination of your Account, the license to install and use the Software automatically terminates and this Agreement is deemed terminated. At any time, you can stop using the Software or the Service by permanently removing the client software from the computer on which it is installed or in the web version.

(d) Upon termination of this Agreement, you must remove all copies of the Software and related documentation, as well as all Confidential Information (as defined in the Terms of Use for the Service) that is in your possession, stored or controlled by you, and remove copies of all elements of the Software or Service from the media on which they were installed by you.
