

TERMS OF USER AGREEMENT

This User Agreement "(hereinafter - the "Agreement") constitute an offer of "TWIN AI Inc. ", hereinafter referred to as rightholder, represented by the Director of Kalinin Igor Aleksandrovich, acting under the Charter, to conclude this Agreement, any person who accepts the terms of this agreement, hereinafter referred to as User, on the conditions stated below.

1. General Provisions

1.1. In the performance and interpretation of the provisions of this Agreement, the Parties shall use the following terms and definitions:

Offer - public offering of the Rights Holder, addressed to any person to enter into a user agreement for the existing conditions.

Acceptance- full and unconditional acceptance of the terms of the agreement.

Service TWIN - a software package, using a neural network, which allows the user depending on the system requirements and the number of selected modules to perform tasks User. Service located at: <https://twin-ai.com/app>

Rate - the size of payment for use of the service depending on the User functionality, the number of modules and involving the power of service.

Subscriber - a person who uses the services of telecom operators on the basis of a contract for the provision of the relevant services of SMS-messages to the allocation for the purpose of subscriber numbers.

Credit limit - limit allowable amount of unpaid services, which is set right holders in respect of the User and above which the rightholder is entitled to suspend the provision of the Services until the payment by the User of Services. Credit limit may be established for a period of one month ("Monthly Credit Limit") and/or be expressed in the total allowable volume of services provided ("Total Credit Limit"). The credit limit is determined and set NIC in money (value) expression allowable volume of services.

Reporting period - period of one calendar month. If the beginning of the provision of services falls not on the first day of the calendar month, the reporting period is the period of service, beginning at 00 hours 00 minutes UTC time on the day of commencement of the Service and terminating in 23 hours 59 minutes UTC time on the last day of the calendar month. If the termination of the provision of services falls not on the last day of the calendar month, the reporting period is considered service period, beginning at 00 hours 00 minutes UTC first time of the day or day of the calendar month services start and ending at 23 hours 59 minutes UTC time of the day of termination of services of the same calendar month.

Spam - sending messages advertising or otherwise, which is initiated by the user without the consent of subscribers (receivers), and / or introducing user (recipient) misled about the nature of these messages or their sender, including mass mailing inconsistent pre-user (the Recipient) Posts, t.e. sending a plurality of users (recipients) or multiple distribution to one user (the Recipient), sending information to persons previously expressed reluctance to receive this information.

1.2. In this Agreement may be used other terms and definitions are not specified in the item

1.3. Agreement. In this case, the interpretation of this term is made in accordance with the text of the Agreement.

2. Subject of the Agreement

2.1. The present agreement regulates the relationship between Right holders and users for the use of the Service.

2.2. The legal owner gives the User the following services:

2.2.1. Organization and technical support of the possibility of forming and sending electronic messages to the user by the system operator. This service includes providing user access to the system for the organization and technological support transmission, reception and processing of e-mails containing information and / or promotional materials generated and sent to the user. Providing Information Technology Services: traffic shaping and support.

2.2.2. Services provided to the user using face recognition and speech synthesis technology comprising: receiving and processing the voice information of the subscriber using speech recognition and synthesis technologies.

2.2.3. Use a service or go through the registration procedure, you confirm that: Acquainted with this Agreement and described therein in full tariff before using the Service.

2.2.4. It accepts all the conditions of this Agreement and specified therein tariffs in full without any exceptions or restrictions on its part and undertakes to observe them or stop using the Service. If the user does not agree with the terms of this Agreement and the tariff specified therein or is not entitled to conclude a contract on this basis, the user should immediately cease all use of the Service.

2.2.5. The Agreement (including any of its parts) and / or referred to therein rates may be changed without the rightholder of any special notice. The new version of the Agreement shall enter into force on the date of posting to the original service.

2.3. Relationship Parties can be further regulated by separate documents and agreements regulatory. Using relevant services and / or provision services User. The use of such additional documents and agreements does not alter the operation of this User Agreement.

2.4. The size of the tariffs for the use of the service depending on the User functionality, the number of modules and involving the power of service established in the annexes to this agreement and are an integral part of it.

3. The rights and obligations of the Parties

3.1. The right holder shall be entitled to

3.1.1. Change the rules of use of the Service, the content of the Service, as well as to modify unilaterally applied tariffs. The changes take effect from the date of publication of the new edition of the Agreement.

3.1.2. Suspend or cancel the registration of the user, if a user provides incorrect information or from the Rightholder has reasonable doubts about the veracity of the information provided by the user.

3.1.3. Allow the user to create a single personal account. In case the user creates more than one account Rightholder reserves the right to remove or block access to these accounts, or deny a user to use the service.

3.1.4. Block User Account or restrict access to the service in case of violation of the rules of this agreement.

3.1.5. Receive in accordance with this agreement for the payment for the right to use the service.

3.1.6. Change the size of tariffs charged for access to the use of the service.

3.1.7. Carry out maintenance work on the system, routine, preventive or repair work on the equipment used to provide services in peak hours advance notice to users for one (1) calendar day prior to the date of the relevant works, except when required to conduct the need for urgent repair and maintenance work. At the same time of the above mentioned works is not a break in service delivery, and shall be recorded in the respective period. If all the necessary measures of any failure above rightholder equipment undertakes to take to ensure the elimination of the respective faults in the time required to eliminate the fault in question.

3.1.8. Suspend the provision of services to provide use of the service in case of violation of the Terms of this Agreement, including if transmission of a fact or content of the message in the provision of the Services under this Agreement violates the terms of this Agreement or applicable law requirements, even if they were not explicitly mentioned in the present agreement with mandatory immediate notification of the User by e-mail of such suspension.

3.1.9. Engage third parties to perform their obligations under this Agreement, subject to signing a Confidentiality Agreement, remaining liable to the user for the actions of such persons as for his own.

3.1.10. In case of violation of the Terms of this Agreement, including with the appropriate documented appeal (complaint) from the subscriber (s) (Recipient / Recipients) and / or treatment of the authorized state bodies and / or operator appeals (Operator) rightholder not bears responsibility for the delivery of messages to this subscriber and / or subscriber (recipient / recipients) in connection with the restriction passes messages to the terminal operators of cellular communication. Such restrictions are not considered cancellation of its services, messages are payable by the User in full. Transmit the information received under the agreement operators, including affiliates Operators. In this case, the provision of legal owners of mentioned persons the information received under the agreement is not a violation of the agreement and applicable law. User hereby agrees to provide information about users of default and (or) performance of obligations under the User Agreement and other aspects of implementation of the User Agreement obligations on specified persons.

3.1.11. The user provides rights holders to use the information about the users of the company, its brand and logo, including, by placing them on the website of the Rightholder as well as marketing and promotional materials of the Copyright Holder (including brochures, press releases and other information carriers). The right holder shall have the right to install on user limit permissible scope of services - Credit limit.

3.2. The right holder is obliged to:

3.2.1. Maintain the confidentiality of user information received from him during registration in the system and in protsess5e services except for cases stipulated by the US legislation and other countries.

3.2.2. Provide the organization of sending text information provided by the user data packets in encrypted form in accordance with claim. 5 hereof.

3.2.3. Commit every phone call in the system of statistics collection, but no more than one reporting period. At the expiration of the reporting period, the copyright holder notifies the consumer of the need to download collected data. After two days of being notified of the Consumer Legal owner removes the collected data.

3.2.4. Allow the user to monitor the information transmitted by each state to send messages through the system by providing access to the system and provide the account details (username and password) to that.

3.2.5. Keep records of services provided in the respective period.

3.2.6. Send a written notification to the user for 15 days prior to the entry into force of the tariff changes.

3.2.7. In case of change of communication services conditions, tariffs, prices for communications services operators or their affiliates, as well as owners software products, thereby changing the cost and conditions of use of the service users who are associated with the execution of this agreement, the rightholder is entitled to unilaterally change the fare and conditions of using the service provided by this agreement by notifying users via email about the application of the new tariffs, and / or conditions use the service for 24 (twenty four) hours prior to the entry into force of these changes. In the absence of written objections to the User prior to the date of entry into force of the new tariffs, and / or conditions of use of the service, rightholder continues to provide services for the use of the service in accordance with the new Tariffs and / or conditions of use of the service.

3.3. The user has the right to:

3.3.1. Get full access to use the service after compliance with registration and payment requirements.

3.3.2. Check at any time the progress and quality services copyright under this Agreement, without interfering with its business activities by taking the agreed reporting forms no later than 2 (two) business days from the date of receipt of the request.

3.3.3. Terminate the user agreement, if you disagree with the new tariffs or conditions of use of the service by written objections directions holder of the e-mail

within 24 hours of notification of the change, by courier or by mail expressing either the fastest post.

3.4. User is obliged to:

3.4.1. To pay the right holder the services rendered in accordance with the present agreement rates.

3.4.2. Comply with the provisions of the US and the terms of this agreement.

3.4.3. To provide complete, accurate information about themselves on the issues specified in the registration form. To maintain the relevance of the information. Not distribute from using service any confidential and protected by the legislation of the USA.

3.4.4. Do not use rights and/or technical capabilities, obtained in accordance with this Agreement, to perform actions prohibited by the legislation of the US or the country of registration of the Operator Subscriber rightholders software (such as conducting gambling subscribers direction and/or recipient information without consent the last to receive it, etc.). In the course of providing services to users and shall not:

3.4.4.1. To disseminate information, which is illegal, malicious, defamatory, offensive to the morality, shows (or a promotion), violence and cruelty, infringes any intellectual property rights, promoting hatred and/or discrimination against people on racial, ethnic, sexual, religious, social discrimination, contains insults against any persons or organizations contains elements (or a promotion) pornography, child erotica, constitute an advertisement (or a promotion) sexual services (including under the guise of other services), explains the procedure of manufacture, use or other use of drugs or their analogues, explosives or other weapons. Violate the rights of third parties, including minors and / or harm them in any way;

3.4.4.2. Impersonate any person or representative of an organization and / or community without sufficient rights, including Franchisor employees and use any other forms and ways of illegal representation of others in the network, and enter the recipient or the Copyright Holder misled about the properties and the characteristics of any persons or objects;

3.4.4.3. To disseminate information, with no rights to do so by law or any contractual relationship;

3.4.4.4. Disseminate information containing viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs for unauthorized access, as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means to gain unauthorized access to sites in the information and telecommunication network "Internet" As well as linking to the above information;

3.4.4.5. Disrupt the normal operation of the System;

3.4.4.6. Do not use the service to distribute spam.

3.4.4.7. Otherwise violate the rules of law, including international law.

3.4.5. Provide dispatch with its equipment corresponding data packet and voice information in accordance with the terms of this agreement.

3.4.6. Do not transfer account details to third parties in the system and preserve their confidentiality. The parties agreed to consider all activities that occur using the details of access to the user account, as those made by the user, as well as the will and consent of the user. holder does not bears responsibility to User for any damage suffered by the user due to authorize the transfer details to the right holder system account. When used in the Messages of intellectual property, copyright or other rights of third parties, agree on such use from owners such rights, operators, holders (including holders Software Products), or the relevant third parties. The User is obliged to provide the right holder for

3.4.7. His request written confirmation of such agreement and consent of the said persons for (Five) working days from the date of receipt of the request the right holder, including by e-mail.

3.4.8. In case of failure the above evidence, The user at the same times provides a service to the Rightholder written guarantee legality of the use in the report correspond to the results of intellectual activity and / or means of individualization. All matters relating to the payment of remuneration to right holders per using results intellectual activities and / or means of individualization, used in remuneration reports, the User agrees to settle on their own and at their own expense.

3.4.9. Grant holder on his request, documents and reliable information, including the written prior consent of the subscriber and / or recipients to receive a message to a documented prior consent of the Subscriber / Recipient expressed by committing an action that uniquely identifies the subscriber / receiver and allow significantly will set it to their posts. These documents and information, the User undertakes to provide upon request Franchisor within 2 (two) days after receipt of the request Franchisor, including that of an e-mail. Information and documents are sent copyright owner at the same time providing a scan-copies of documents by e-mail.

3.4.10. Bear full responsibility before the third parties owners and Software Products for violation of their legitimate rights and interests in respect of the information contained in the message and used to create the communication of works, in t. h. names, symbols, trademarks, etc., and shall reimburse the Contractor for all damages (including penalties), which arose or may occur in the latter in connection with claims, liability claims and rights holders of service third parties, in Vol. h. take over all the costs of maintaining such a dispute or resolve a claim.

3.4.11. Not later than five (5) business days prior to the intended date of use of the sender's name to match it with a written form indicating the rightholder customer number, which is to replace the present name of the sender will be used. Sender's name must not conflict with the US legislation and the country location of the subscribers of the operator, the requirements established by paragraph. 3.4.4. present agreement.

3.4.12. Do not use the Service for sending messages containing information or advertising, banned for distribution in the territory of the USA or the country location of the subscribers of the operator, is forbidden for Distribution owners Software products, including advertising information and other measures aimed at drawing attention to works, services and goods prohibited from being distributed on the

territory of the US and (or) the country location of the subscribers of the operator, software rightholders and contrary to and inconsistent with the requirements of US and (or) the country location of the subscribers of the operator, the legal owner of the software Product.

4. Price and payment terms

4.1. The size of the cost for the use of the system is determined based on the selected rate and the number of services used. The parties agreed on the conditions of individual determination of the cost of using the system, by completing an additional application and selection services.

4.2. Before using the system, users must pay to the deposit account of the amount of money in the amount established in the individual cost of the agreement to use the service.

4.3. In the case of insufficient funds in the account of the User, rightholder restricts access to use the service.

4.4. At the end of each reporting period, the rightholder shall send electronically the User act on the provision of services, the invoice, but no later than the 5th of each month. The originals of these documents are sent by mail.

4.5. The User is obliged, within 5 (five) working days from the Franchisor direction email of the Act on the services provided, the set invoice, sign and send in electronic form for the reporting period. On the same day send original documents by mail. Or send a written motivated refusal. If the owner within 5 (five) working days after the Franchisor directions by e-mail not received such a waiver, services are rendered in the proper quantity and quality, user adoption and payable, on which the right holder of a unilateral act on the services provided.

4.6. In case of discrepancies between the rights holders and credentials credentials User less than 5% (five) percent, a user subscribes for its part, Act on providing services in the manner prescribed by the agreement. In case of discrepancies between the rights holders and the credentials of the User credentials for more than 5% (five) percent, the User shall pay for the Services in the undisputed part, and in the disputed part of the parties must be guided by the provisions on dispute settlement established under this Agreement. User undertakes pay accounts exhibited. The copyright, by transferring the invoice amount to the account holder does not later than ten (10) calendar days after the invoice sent to the User the right holder by e-mail.

4.7. Payment is made in US dollars.

4.8. Parties as mutual, in accordance with the current legislation of US, EU reserve the right to exercise set-off of mutual claims with mandatory registration of the relevant Act.

4.9. User obligations on payment services Franchisor deemed fulfilled from the date of receipt of funds on the deposit account of the User.

4.10. In the event of a dispute about the number of services during the reporting period disputes being Parties within ten (10) days of receipt of the User written demand user. The Parties shall take joint action to identify and eliminate the causes

of the differences by creating a bilateral commission. If necessary, the Parties agree to hold a bilateral test. In the event that the reasons for the differences Franchisor objective rightholder sends a bill, invoice and Act of rendered services with the corrected data. In the event that the reasons for the differences Franchisor biased Rightholder provide a written response, which indicates the reasons for the recognition of differences biased, within 2 (two) business days from the date of the decision.

4.11 Any amount payable over undisputed paid amounts payable within three (3) days from the time the answer or the direction corrected documents Rights Holder. In the process of settlement of disputes on the number of services to third parties shall exchange documents via e-mail.

5. Requirements for the user experience

5.1. The legal owner carries out the processing of packets received from the user data 24 hours a day, 7 days a week throughout the term of this agreement.

5.2. Information necessary rights holder in order to implement this agreement, the user is transmitted to the user equipment automatically copyright holder via a secure communication channel.

6. Liability and Dispute Resolution

6.1. Each Party shall be liable only for actual damage caused to the other Party within the limits set forth in this agreement. Loss of profit (loss of earnings) is not refundable. The real damage done to the right holder, to be recovered in full above the amounts of penalty penalties stipulated in the agreement.

6.2. The legal owner is not responsible for the content of messages sent by the User with the use of systems, as well as provide users with information.

6.3. When you receive information about the Copyright Holder User violates the terms of the agreement The legal owner has the right to immediately suspend the provision of Services immediately notifying the user. In the case of repeated (more than 2 times in a row) User violates the terms of this agreement, the rightholder is entitled to terminate the agreement unilaterally and extrajudicially by notifying the User for 3 (three) days before the date of termination of the agreement.

6.4. In the event of a breach by the User of the provisions of section 3.4 of the agreement, including in the case of the corresponding documented appeal (the complaint) by the Subscriber (Recipient), and / or the Commissioner government agencies, appeals Operators, the legal owner Software Products or any other third party rightholder is entitled to recover from the Member liquidated damages in the amount of 100,000 (one hundred thousand) for each case of violation

6.5. The User agrees to pay the right holder documented damage caused by actions of the user during the use of the User's services and any payments that may be recovered with the right holder because of violations of the User in the course of execution of this Agreement, the current legislation, the provisions of this agreement, including copyright and other rights intellectual property third party, as well as due to

the fact of distribution of claims and content of messages sent to using systems subject to confirmation of said Rightholder causing damage.

The user also undertakes pay the right holder the amount of fines, penalties and legal fees, other damages in the case involving the Copyright Holder to administrative or other liability of the state or municipal authority authorities, submission claims operator (Rights Holder software product) due to the actions of users on the system and using hereunder

Services. User is obliged to make compensation for the above not later than five (5) working days from the date of the request from the Franchisor, based on the bill Franchisor with copies of documents.

6.6. The legal owner is obliged to compensate for fifteen (15) days from the time the user demands the damage caused by incorrect operation of the latter systems Rightholder given that providing the user with documentary evidence of such incorrect operation and such damages, in an amount not exceeding the amount of pre-paid but not rendered services.

6.7. The right holder has the right amount of payment made by the User, insufficient to meet obligations of the User in full, primarily to repay the envisaged agreement damages and penalties for failure to perform its obligations, and the remainder of the payment to repay the sum of cost of services rendered. Due to the fact that the holder is not a creator (manufacturer) and distributor posts from the time of preparation of the text, and modify it to sending subscriber (recipient) being a merely technical channel for transmitting user input all responsibility provided applicable law, for improper or illegal dissemination of messages and their content in full carries user.

6.8. The right holder shall not be liable in case of sending emails to incorrect encoding, if it led to a segmentation of messages and their repeated or multiple billing. Payment User messages sent with incorrect encoding is performed in accordance with the tariffs for sending of messages

6.9. The legal owner is responsible for quality and timely connection with the subscriber and the user I s obliged to compensate all the damages caused by the improper performance of the agreement.

7. Settlement of disputes

7.1. User claims to the quality of the services rendered are accepted Franchisor for consideration by e-mail at support no later than three (3) business days from the date of provision of the Services, which claims against the customer.

7.2. All disputes arising between the Parties under this Agreement or in connection with it, shall be settled by negotiation between the Parties.

7.3. The parties agreed on mandatory compliance with pre-trial claim settlement procedure for disputes. Claims directed each of the parties shall be considered the opposite side to within ten (10) days of receipt of the claim. If no agreement is reached or the violation claim settlement procedure for disputes, the dispute may be referred by either Party to the Arbitration Court of US in accordance with the applicable legislation of the USA.

8. Confidentiality

8.1. The parties to this Agreement are obliged to keep as confidential information everything data technical, industrial and commercial nature (presented in oral, visual or written) which they were communicated or made known to them by other means in connection with the conclusion and execution of this agreement.

8.2. All rights belong to the sensitive information transferred to their original party. Upon termination of this Agreement, all confidential information contained in any medium must be returned at the request of the submitting party or destroy them.

8.3. The Parties undertake to limit the disclosure of confidential information, the representatives of the Parties (employees, consultants), that access to this information is objectively necessary in order to fulfill the obligations under this agreement. The parties have the right to send confidential information to third parties to the extent that is necessary for the execution of this Agreement, the remaining responsible for the actions of such third parties, as for his own. The Parties undertake to ensure the handling of confidential information with the same degree of care and diligence with which the information receiving party treats its own confidential information, but in no case lower than the level of reasonable care.

8.4. In cases not expressly provided for by the legislation of the US and this Agreement, confidential information may be disclosed to third parties only with the prior written agreement of the Parties. In the case of disclosure of confidential information by the legal requirement of state and municipal authorities, the Party to disclose confidential information of the other Party shall promptly notify the other hand, if it is not contrary to the law.

8.5. For the purpose of this Agreement is not recognized as confidential the following information:

8.5.1. information that has become public through no fault or due to violation of the terms of this agreement, the parties receiving the information;

8.5.2. information, whether received or developed by Parties legally without using any confidential information of the disclosing Party.

8.5.3. other information directly provided by the parties to agree on an agreement.

9. Personal data

9.1. In the case of the information transmitted copyright owner for the purposes of providing services in accordance with the agreement, including the information referred in accordance with the requirements of the current legislation to the categories of personal data, the User guarantees that the processing of such information, including the transfer of this information to the Rightholder, carried out in strict accordance with the legislation in the field of personal data.

9.2. The user on their own and at their own expense undertakes to provide for the holders to use information provided by the copyright owner to provide services under the agreement, including (but not limited) to ensure receipt of the consent of the personal data subject to the processing of their personal data, including the transmission and the use of personal data Franchisor.

9.3. The Parties acknowledge that if the provision of services under this Agreement, the right holder must use the information independently obtained by the right holder, and at the same time this information will contain the personal data of a personal data subject, the user on demand Rights Holder agrees to provide for such holders to the processing of personal data, including to collect information from the personal data of subjects executed in accordance with the requirements of legislation, consent subject personal data handling of personal data Rightholder carried out by any of the techniques necessary for the purposes of proper Services.

9.4. Upon receipt of the User Rights Holder query User is obliged to provide a copy of the Copyright Holder consent of the subject of personal data supplied by the user in accordance with the requirements of the US, as well as confirmation of the fact that the consent of the personal data subject has not withdrawn them before the moment when the rightholder actually provides services using the appropriate personal data. The user undertakes to interact with the personal data subjects whose personal data is processed by the user and were transferred to the right holder, and interaction with the appropriate authorized state bodies, including their own expense to settle all disputes. In the case involving the Copyright Holder to administrative liability, claims for breach by the Contractor of legislation in the field of processing of personal data received from users in the provision of the Services under this Agreement, the User agrees to indemnify the Copyright Holder everything documentary confirmed losses Rightholder, resulting from bringing to account, claims, including all fines, penalties, the amount levied in favor of third-party damages.

10. Notifications

10.1. Each notification message sent to the parties and all correspondence of the Parties under the agreement must be made in writing in US, delivered or sent to the relevant party at its address, email address.

10.2. If you change the data and details of the Parties, the Parties shall immediately notify each other by phone (e-mail, fax), as well as in writing within 5 working days from the date of such changes. The risk of adverse effects due to non-notification or late notification of the details change borne by the Party which has not fulfilled the obligation to notify provided for by this paragraph.

11. Final Provisions

11.1. The parties recognize the validity of documents sent via e-mail to the addresses specified in this agreement and its annexes, with obligatory provision of documents in writing.

11.2. The Parties shall ensure, that have all necessary authority to enter into and performance of this Agreement, and that the use of the Services under the agreement is not contrary to the law, and does not violate the rights and legitimate interests of third parties.

All questions, not regulated by this Agreement, resolved in accordance with applicable USA legislation.