

## CUSTOMER AGREEMENT

This Customer Agreement is applied to [www.utip.info](http://www.utip.info) (the “Website”) operated by UTIP Technologies Ltd.

UTIP Technologies Ltd, registered address 614015, Russian Federation, Perm Krai, Perm, Ulitsa Monastyrskaya, 12.

“We,” “our” and “us” currently refer to UTIP Technologies Ltd.

The following Customer Agreement (“Agreement”) specifically applies to all purchases by you (references to “you” or “your” being construed accordingly) of UTIP Technologies Ltd. products and services (the “Products”) through the Website. The Agreement must be read and accepted as it sets out the terms under which you may use our services and purchase the Products. Using the Website indicates that you accept the Agreement. If you do not accept the Agreement, please do not use the Website.

### 1. GENERAL

- 1.1. You must be eighteen years old to use this Website. If you are under eighteen, you may only use this Website in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, please do not use this Website.
- 1.2. You agree that e-mail can be used as a long-distance means of communication with you.
- 1.3. You undertake that all details you provide to us for the purpose of ordering or purchasing Products are correct, that the credit or debit card is your own.

### 2. TERMS

- 2.1. Software («Software») – software that is intellectual property of UTIP Technologies Ltd and provides the customer's devices with the use of the services or features that include:
  - «UTIP CRM» - <http://www.utip.info/crm.php>,
  - «UTIP Trading Platform (Web Terminal, Mobile Terminal, PC Terminal)»  
<http://www.utip.info/platform.php>
  - «UTIP Trader’s Room» - <http://www.utip.info/traders-room.php>
- 2.2. Customers purchase the right to use the Products under a simple non-exclusive license under the terms and conditions specified in the Agreement. Where any Product supplied is or includes Software this Software is licensed by us or by the relevant licensor/owner.
- 2.3. Software supplied cannot be installed without your consent to the terms of the Agreement.
- 2.4. Such Software may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, reverse engineered or combined with any other software, save to the extent that applicable law expressly allows such a right which cannot legally be excluded by contract.

### 3. PRICE AND PAYMENT

- 3.1. Prices payable for Products are indicated on the Website.
- 3.2. Your card will be charged immediately upon our Acceptance of your order. We do not make any surcharges for payment by credit card via the internet.
- 3.3. Customers agree to pay to UTIP Technologies Ltd. for technical support of the Products.
- 3.4. UTIP Technologies Ltd. has the right to change the cost of the technical support, provided that the customer is notified about this 1 month prior to the price change.

### 4. FORCE MAJEURE

- 4.1. If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control (a “Force Majeure Event”) we may cancel or suspend any of our obligations to you without liability.
- 4.2. Examples of those circumstances include:
  - 4.2.1. strikes, lock-outs or other industrial action; or
  - 4.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or
  - 4.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
  - 4.2.4. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
  - 4.2.5. impossibility of the use of public or private telecommunications networks.
- 4.3. Our obligations under the Agreement are suspended for the period that the Force Majeure Event continues, and we will have an extension of time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Agreement can be performed despite the Force Majeure Event.

### 5. ASSIGNMENT

- 5.1. You may not transfer any of your rights or obligations under the Agreement to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the Agreement to another organization, but this will not affect your rights under the Agreement.

## 6. NOTICE

- 6.1. All notices sent by you to us must be sent to UTIP Technologies Ltd., registered address 614015, Russian Federation, Perm Krai, Perm, Ulitsa Monastyrskaya, 12 or emailed to [info@utip.info](mailto:info@utip.info). We may give notice to you at either the e-mail or postal address you provide to us in your order.

## 7. DISCLAIMER

- 7.1. While we endeavor to ensure that the information on the Website is correct, we do not warrant the accuracy and completeness of the material on the Website. We may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update such material.
- 7.2. We shall not be responsible for any claims and legal actions of your customers.
- 7.3. The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to the Website).
- 7.4. Except to the extent expressly provided by us in writing, the Products are provided 'as is' without any warranties, terms as to quality, fitness for purpose, performance or correspondence with description and we do not offer any warranties or guarantees in relation to Product installation, configuration or error/defect correction.
- 7.5. We are not liable for any other loss or damage arising from the contract or the supply of Products or their use, even if we are negligent, including but not limited to;
- 7.5.1. direct financial loss, loss of profits or loss of use; and indirect or consequential loss.
- 7.6. UTIP Technologies Ltd. is not responsible for Internet interruptions, operating troubles with hardware or thirdparty software applications.

## 8. MISCELLANEOUS

- 8.1. If any terms of the Agreement are deemed unenforceable:
- 8.1.1. it will not affect the enforceability of any other terms of the Agreement; and
- 8.1.2. if it would be enforceable if amended, it will be treated as so amended.
- 8.2. We may treat you as insolvent if:
- 8.2.1. you are unable to pay your debts as they fall due; or
- 8.2.2. you (or any item of your property) become the subject of: a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy); b. any application or proposal for

any formal insolvency procedure; or c. any application, procedure or proposal overseas with similar effect or purpose.

- 8.3. No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.
- 8.4. The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorized representative and either:
  - 8.4.1. contained in any estimate (or any covering letter) and not withdrawn before the contract is made; or
  - 8.4.2. which expressly state that you may rely on them when entering into the contract.
- 8.5. Please note that we may transfer personal information about you to those we may appoint to recover amounts owing. That may include, for example, passing information about you to our insurers, debt recovery agents and solicitors, if you fail to pay us.
- 8.6. In case of contract termination, the amount of your payment for the “Products” remains with the UTIP Technologies Ltd. as a payment for the use of “Products” by you within the period of contract duration.
- 8.7. All disputes that may arise between you and UTIP Technologies Ltd. shall be settled by negotiation. If the parties fail to resolve the dispute through negotiation, it shall be resolved in the court at the place of the UTIP Technologies Ltd.’s registration.

## **9. CHANGES TO THE CUSTOMER AGREEMENT.**

- 9.1. UTIP Technologies Ltd. has the right to review and/or amend the Customer Agreement, at its sole discretion, at any time when it deems appropriate and are obliged to notify the customer in advance
- 9.2. This Agreement may be terminated in case of breach of obligations by UTIP Technologies Ltd., and if the customer does not wish to use the software further

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