



## TERMS OF USE WHITE LABEL

ATTENTION! PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE PRODUCT – THE "WHITE LABEL" APPLICATION (HEREINAFTER REFERRED TO AS THE "SOFTWARE"). BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW WITHOUT RESTRICTION.

This User (License) Agreement with the User (hereinafter referred to as the Agreement) is concluded between SESSIA LLC (File No. 7045651), registered and existing in accordance with the legislation of the USA, represented by the Director Narek Sirakanyan (hereinafter referred to as the Company) and you - a legal entity or individual, individual entrepreneur and determines the procedure and conditions for your use of the Software.

The Agreement comes into force when You start using the Software or, if it is provided for by the functionality of the Software, from the moment You accept the terms of the Agreement, during the installation of the Software on Your Device or in any other way, express Your consent on the screen of Your device using the Software installation interface. Any of the above actions means that you have read the Agreement, understood it and accepted the terms and conditions contained therein.

If you do not agree to the terms of the Agreement, you may not install, run, copy or otherwise use the Software.

The granting of the right to use the Software is accompanied by a separate agreement concluded between the Company and You. If you and the Company enter into an agreement providing for the right to use the Software under the terms of a simple (non-exclusive) license, the Agreement and all its provisions are an integral part of such agreement.

### TERMS AND DEFINITIONS

"Company" means SESSIA LLC (File No. 7045651), which is a company that uses WHITE LABEL software products developed by SESSIA LLC (File No. 7045651) (the "Rightholder").

"User" ("You") means a legal entity or individual, individual entrepreneur, who has acquired the Software for its own use, and not for resale or provision of services using the Software to third parties.

Mobile application "WHITE LABEL" ("Software") is the software operated by the Copyright Holder, with the help of which the User has the opportunity to get access to a set of advertising and trading opportunities for the User's commercial activities under the User's brand (on the terms of the White Label), accompanying documentation and other materials. Exclusive rights to the Application belong to the The Company, including each and every single component (module) built into the WHITE LABEL family of products, all subsequent versions and updates of such software products, as well as related documentation.

"License" means the right granted by the Company to install, run and use the functionality of the Software under the terms of a simple (non-exclusive) license in accordance with the terms of the agreement between the User and the Company.

"Device" means a physical or virtual device on which the User uses the Software.

## 1. GENERAL PROVISIONS

"a" The Agreement does not grant the User ownership of the Software and its components, but only the right to use the Software and its components in accordance with the terms of the Agreement and the agreement between the User and the Company. The Agreement applies to all elements of the Software as a whole.

By accepting the terms of the Agreement, the User confirms that he/she acts voluntarily, consciously, without any coercion on the part of the Company and/or third parties, he/she is legally competent, and has the right to enter into the Agreement.

"b" The period for which the right to use is granted, the amount of the license fee, as well as the scope and methods of use of the Software are determined by the relevant agreement between the User and the Company.

### 1.1. ORDERING

To place an order, you need to click on the "Buy" button on the Company's website <https://wl.sessia.com/> next to the selected license option. Next, on the "Cart" page, select the checkout option:

- If you have previously made purchases on the Company's website. You need to enter the data from your personal account (login, password) in order for the order to be included in your order list.
- If you place an order with us for the first time, then you do not need to go through special registration, it is enough to select the "New User" option, registration will take place automatically during checkout.

Next, a page will open where you need to fill in the buyer's data:

- If you purchase a license as an individual, you must provide your first name, last name, email address and phone number.
- If you are purchasing a license as a legal entity or an individual, an individual entrepreneur, then you must specify the name, surname of the contact person, e-mail address, telephone number TIN/ORGNIP, KPP, the name of the company, as well as the address of the legal entity and the actual address.

Then you need to select a payment method from the list provided. Please note that some payment methods may be "hidden" in the "Other Payment Methods" menu.

The Company has the right to request additional data to place an order, such as postal address data, current license code/serial number, confirmation of other data of the User.

### 1.2. PAYMENT FOR THE ORDER

Available Payment Methods

You can choose the payment method that is most convenient for you. The Company's website <https://wl.sessia.com/> offers you the following options:

Bank cards:



Note: You can pay for the order with Visa, MasterCard, Mir, UnionPay bank cards or through the payment systems Apple Pay, **Yandex.Money** or PayPal (the latter is only for buyers from outside the USA). To pay for the purchase, you will be redirected to the server of the payment system, where you need to enter

the necessary data. When paying with a bank card, the security of payments is guaranteed by the processing center of the payment system.

Payment systems have a confirmed certificate of compliance with the requirements of the PCI DSS standard in terms of storage, processing and transmission of cardholder data. The PCI DSS security standard is supported by international payment systems, including MasterCard, Visa, Inc., and UnionPay. The systems are also a member of the Compliance Control PCI DSS Compliance Process (P.D.C.P.). Your confidential data required for payment (details cards, registration data, etc.) are not received in the online store (on the Company's website <https://wl.sessia.com/>) - their processing is carried out on the side of the processing center of the payment system and is fully protected.

No one, including the Company, can obtain your bank card details or other data necessary to make a payment.

Online payments:



### 1.3. ORDER DELIVERY

Within 2 (Two) months from the date of receipt of the license fee:

- The Company is obliged to upload the logo and color scheme provided by the User within 2 (two) weeks from the date of signing the relevant agreement with the Company in the WHITE LABEL application;
- The Company is obliged to grant the right to use the Application to the User by placing the Application in the Apple App Store and/or Google Play.

## 2. TERMS OF USE OF THE SOFTWARE

2.1. The User is obliged to comply with the terms of the Agreement, the relevant agreement with the Company and the licensing policy available at: <https://wl.sessia.com/>.

2.2. After the expiration of the License, the User shall delete the Software from the memory of the Device, as well as a copy of the Software, if any, or purchase the License for a new term.

2.3. Regularly review the new version of the Agreement available at: <https://wl.sessia.com/>.

## 3. WARRANTIES AND WARRANTIES

3.1. The User undertakes not to independently carry out and not to create conditions for third parties to carry out the following actions:

3.1.1 Study, investigate or test the operation of the Software in order to determine the algorithm of operation of the Software and its components, decompile or disassemble any component parts of the Software, or otherwise attempt to obtain the source code of the Software or any part thereof, except as permitted by applicable law, despite this limitation, and only to the extent permitted by applicable law. If applicable law prohibits the limitation of such activities, any information obtained in this way (i) shall not be used to create software materially similar in nature to the Software or for other purposes that infringe the Company's exclusive right to the Software, (ii) shall not be disclosed to third parties, unless such disclosure is required by applicable law, and (iii) shall be immediately communicated to the Company. Any information received by the User as a result of the actions specified in this clause is confidential and belongs to the Company.

3.1.2. Transfer the Software on a lease or lease basis;

3.1.3. Redistribute the Software for the benefit of third parties for a fee or free of charge, any changes thereto or translation of its text into another language.

3.1.4. Modify the Software, as well as make any changes to the source or object code of the Software, programs contained in the Software, except for those changes that are provided for by the Software and described in the documentation.

3.1.5. Correct errors in the Software.

3.1.6. Use the Software to provide paid and free services.

3.2. The algorithms of the Software, as well as the source codes of the Software, in which such algorithms are implemented, are a trade secret of the Company. Any use thereof or use of the Software in violation of the terms of the Agreement shall be considered as a violation of the Company's rights and shall be sufficient grounds for termination of the Agreement with the User.

3.3. The Company is not responsible for any information that is created or processed in the process of using the Software.

3.4. The Agreement does not grant the User any rights in relation to any trademarks or service marks owned by the Company.

3.5. The User may not, under any circumstances, delete or change the appearance of information and information about copyrights, trademarks or patents specified in the Software.

3.6. Under no circumstances shall the Company be liable for the actions of third parties, temporary technical failures and interruptions in the operation of the Software caused by malfunctions of the technical means used, other similar failures, as well as caused by malfunctions of the Device that the User used to work with the Software.

3.7. The Company shall not be liable to the User for any damage, any loss of income, profit, information or savings associated with the use or inability to use the Software.

3.8. The Company shall not be liable for losses, business interruptions, loss of data, third-party claims or expenses, indirect or incidental damages, as well as for lost profits and lost savings caused as a result of the use or inability to use the Software, as well as for damages caused by possible errors and typographical errors in the Software. These limitations apply to the extent permitted by applicable law.

#### 4. LICENSE VERSIONS AND EXPIRATION DATES

##### **Startup**

Online Store App

CRM system

##### **Lite**

Online Store App

CRM system

Loyalty system

##### **Plus**

Online Store App

CRM system

Loyalty system

Social Media

News feed

Multilingual

##### **Pro**

Online Store App

CRM system

Loyalty system

Social Media

News feed

Multilingual  
Bonuses for friends  
**Ultra**  
Online Store App  
CRM system  
Loyalty system  
Social Media  
News feed  
Multilingual  
Bonuses for friends  
CustomizABLE Calendar  
Business version  
your payment system  
gifts for customers  
Your Stickers' Pack

#### 4.1. EVALUATION VERSION OF THE SOFTWARE

4.1.1. The Company has the right to provide the User with the Software, which is an evaluation version (TestFlight). The evaluation version of the Software is intended for testing, reviewing, testing or demonstrating the functionality of the Software.

4.1.2. If specified in clause 4.1.1. The Software is provided to the User on a tangible medium, it can be labeled as "Trial Version" or "Demo Version".

4.1.3. The Company does not charge a fee for granting the right to use the trial version of the Software, unless otherwise follows from a separate agreement or is established when offering the use of the trial version of the Software.

4.1.4. In the event that an evaluation version of the Software is provided, a separate agreement may be concluded with the User that regulates the procedure and terms of use of such version of the Software.

4.1.5. The evaluation version of the Software is subject to the warranties and obligations provided for in clause 3 of the Agreement.

#### 5. TERM OF THE AGREEMENT

5.1. The Agreement is valid for the duration of the License granted to the User or until terminated. The User has the right to terminate the Agreement at any time by deleting the Software from the memory of the Devices, as well as destroying all copies of the Software (including archived copies).

5.2. At the option of the Company, in case of violation by the User of any of the conditions provided for in the Agreement and/or the contract, the Company has the right to terminate the agreement by notifying the User thereof by e-mail specified in the agreement, or in writing on paper at the address specified in the agreement, or, if applicable and technically feasible, by blocking the username and password of the User and notifying the User thereof without explaining the reasons for the blocking.

#### 6. LIMITATION OF WARRANTY FOR THE SOFTWARE

6.1. The SOFTWARE is provided on an "AS IS" basis. The Company does not provide any guarantees that the Software will meet the specific goals and expectations of the User, and does not provide any other guarantees that are not expressly specified in the Agreement.

6.2. The User assumes responsibility for the selection of the Software in order to achieve the desired results and with respect to the results obtained in the course of using the Software.

6.3. The Company does not guarantee that the operation of the Software will meet your requirements and expectations or the level and functionality of such programs developed by third parties.

6.4. The Company does not make any warranties with respect to third-party software used in the Software or supplied (transferred) with the Software.

6.5. The Company does not warrant that the Software is error-free, that the Software will function normally when used in conjunction with other software, as well as on operating systems and hardware not specified as compatible with the Software.

## 7. CANCELLATIONS, REFUNDS AND EXCHANGES

7.1. The issue of cancellation, return of ordered and paid goods/services (software) is resolved on an individual basis within 1-3 business days. For cancellation or refund, you can contact <https://wl.sessia.com/> electronically.

7.2. Please note: each program has a demo version. Use the trial version to see if it's right for you.

In case of cancellation or return of goods/services (software) of proper quality, the Company refunds only the cost of goods/services (software), the cost of delivery of goods/services (software) is not refundable.

7.3. Registered software is not subject to cancellation, return and exchange in accordance with the USA law.

Named licenses are corporate named licenses (software), licenses issued to a specific legal entity or individual.

7.4. If the Company is unable to provide you with the ordered and paid goods/services (software), the Company undertakes to refund to you the entire amount previously paid within 7 days (if the banking transaction does not take longer for reasons beyond the control of the Company) to repay the cost of the ordered goods/services (except for bank commissions and costs that may have been accrued by your servicing bank when paying for goods/services through the Application).

## 8. MISCELLANEOUS

8.1. The Company has the right to make changes to the Agreement at any time without additional written notice to the User. The current version of the Agreement is posted on the official website of the Company <https://wl.sessia.com/>.

8.2. In case of discrepancies between the text of the Agreement accepted by the User during the installation of the Software, and the text of the Agreement posted on the official website of the Company, the Agreement posted on the official website of the Company shall prevail.

8.3. The Parties acknowledge that the content of the Agreement is a license agreement, i.e. aimed at granting the right to use the Software under certain conditions. The use of the words "sale", "buy" and other similar expressions in relation to the Agreement does not mean the expression of the Company's will to change the essence and requalification of the Agreement.

8.4. The User agrees to:

"a" voluntarily transfer your personal data to the Company, if the provision of the relevant personal data is necessary to start using the Software. The User consents to the processing (including, but not limited to, the collection and other use) of his/her personal data by the Company and/or its affiliates in accordance with applicable law and subject to confidentiality and data protection in accordance with applicable law. All personal data will be processed solely for the purpose of fulfilling the Company's obligations under the Agreement or other agreements concluded between the User and the Company in connection with the use of the Software. In the event that the User provides, among other things, data

about himself/herself, the User confirms that he/she has sufficient authority to do so, and the information provided by the User is complete and reliable;

"b" receiving advertising messages about the Company's products and services via telecommunication networks, including after the termination of the use of the Software.

8.5. The User also agrees that the Company has the right, with prior notice within a reasonable time, to audit the User's statements and inspect the User's premises in order to verify the User's compliance with the terms of the Agreement and the contract.

8.6. The laws of the United Arab Emirates and the Emirate of Dubai shall apply to the terms of the Agreement and the obligations arising from the Agreement.

## 9. CONTACT INFORMATION OF THE COMPANY

Mailing address: 16192, Coastal Highway, Lewes, Delaware 19958, USA.

Phone: \_\_\_\_\_.

Technical support service: \_\_\_\_\_.