## SKYPTOP USER AGREEMENT

## 1. TERMS USED IN THIS USER AGREEMENT:

- 1.1. The organization SKISHIFT LLC (hereinafter referred to as the Company), a legal entity, is the sole owner of the Mobile Application. The Company operates the Application legally. The exclusive intellectual property rights to the Mobile Application belong to the Company. Services to Users in accordance with the terms of this Agreement are provided by the Company independently and/or with the help of third parties involved.
- 1.2. "Agreement" this user agreement with all its appendices;
- 1.3. "Application" or "Mobile Application" is software designed to work on smartphones, tablets and other mobile devices that provides access to the parcel delivery service "SkyPtoP". The application can be downloaded for free to the User's device from such online application stores as AppStore, Google Play, etc. The rights to the mobile application belong to the Company. When the word "Application" or "Mobile Application" is mentioned in the text of the Agreement, the "SkyPtoP" Application is meant.
- 1.4. "Services" means services provided by the Company to Users using the Application in accordance with the terms of this Agreement.
- 1.5. "Announcement" information regarding the Parcel, delivery conditions, the required delivery point or the route of the Courier;
- 1.6. "User" is an adult capable individual who has installed the Application on a mobile device and has passed the registration procedure in order to receive the Company's Services. The User may receive the Company's Services in accordance with the terms of this Agreement, including for the exchange of their own Content or for communication with other registered Users. The same User can act as a Courier and as a Consignor.
- 1.7. "Courier" The User of the Application offering the service of delivery of the Consignor's Parcel;
- 1.8. "Consignor" is an Application User who places a request for delivery of a Parcel to a point that he determines independently.
- 1.9. "Consignee" the person in whose favour the Consignor sends the Parcel, may not be a User of the Application.

- 1.10. "Website" or "Site" is an information Internet portal hosted on the Internet at https://skyptop.com/, containing information about the Application and documents regulating the relationship between the Company and Users.
- 1.11. "Company Content" text, graphics, user interfaces, visual interfaces, photographs, sounds, illustrative material, computer code (including html code), programs, software, products, information and documentation that are the intellectual property of the Company and/or third parties.
- 1.12. "User Content" means text, graphics, any data in User interfaces, visual interfaces, photos, sounds, illustrative material, products, information and any documentation published by Users and/or distributed and/or exchanged by them through the Application in any way.
- 1.13. "Application Administration" means authorized employees of the Company, as well as other persons duly authorized by the Company to manage the Application and provide Services to Users when using the Application in accordance with the terms of this Agreement.
- 1.14. "Rating" is a numerical indicator of the User's reliability (the level of trust in him).

There are two types of User rating in the Application: Courier Rating and Consignor Rating.

#### 2. GENERAL PROVISIONS

- 2.1. The company is the owner of a mobile parcel delivery application «SkyPtoP». The mobile application "SkyPtoP" allows you to determine the conditions of parcel delivery and exchange information between Couriers heading to a certain locality and Consignors who need to deliver a parcel along the same route. The purpose of such interaction between the Courier and the Consignor is the delivery of the Consignor 's parcel.
- 2.2. This User Agreement (hereinafter referred to as the "Agreement") is concluded between the Company and an individual who has expressed a desire to register as a User of the SkyPtoP Application.
- 2.3. The terms of the Agreement are a public offer an offer of the Company to conclude an Agreement on the terms established by the Company.

The terms of the Agreement can be accepted by the User only by joining the Agreement as a whole.

2.4. This Agreement is a public agreement, and in case of acceptance of the conditions laid out below, an individual (User) acquires the status of a customer of services under the Agreement, undertakes to comply with the terms of this Agreement, supplements and appendices to it, which are an integral part of it.

- 2.5. The moment of conclusion of this Agreement between the Company and the User is the moment of acceptance (expression of consent to the terms) Agreements by the User when registering in the Application.
- 2.6. Any User interaction with the Application (including, but not limited to: registration, verification, posting of any information, transfer of funds to the Company for the Services received, actual use of the Application) also confirms the User's unconditional consent to all the terms of this Agreement (including its appendices). Such interaction with the Application is a full and unconditional acceptance of this Agreement, ignorance of the terms of which does not release the User from responsibility for their

non-fulfilment.

- 2.7. After the conclusion of this Agreement, the Company provides access to the functionality of the Application on the terms set out in the Agreement.
- 2.8. The Company reserves the right to amend the Agreement and/or revoke the Agreement at any time at its discretion. If the Company makes changes to the Agreement, such changes will take effect from the moment the amended text of the Agreement is posted on the Internet on the Website and/or in the Application, unless another period for the entry into force of the changes is provided for in such posting.
- 2.9. The current version of the User Agreement is available on the Website and/or in the Application. Continued use of the Application (any further interaction with the Application) means his consent to the amendments to the Agreement.
- 2.10. If the User does not agree with any of the terms of this Agreement and /or does not agree to adhere to the terms of this Agreement (or the new version of the Agreement), he has no right to use the features of the Application. The User is obliged to stop using the Application and leave it.
- 2.11. The Administration of the Application has the right at any time to refuse any User to register and / or use the Application in case of violation of the terms of this Agreement, current legislation, the legitimate rights and interests of the Company and third parties.
- 2.12. By entering into this Agreement, the User understands and agrees that the Company is not a party to civil law relations or other obligations and agreements between Users, or the User and the state, performing exclusively the functions provided for in this Agreement.

## 3. SUBJECT OF THE AGREEMENT

3.1. This Agreement sets out the terms and conditions for the use of the Application and the provision of Services by the Company to Users.

## 4. PROCEDURE FOR THE PROVISION OF SERVICES

- 4.1. The Company provides Services only for Users registered in the Application. The services provided by the Company to Users include, but are not limited to the following:
- providing the App for free download from online app stores;
- ensuring the functioning of the Application, starting from the moment it is downloaded and installed until it is removed from the mobile device;
- providing the ability to exchange text messages with other Users using the Application;
- providing the ability to publish and view ads;
- ensuring the possibility of interaction between the Consignor and the Courier to determine the terms of delivery of the Parcel;
- ensuring the possibility of information and technical interaction between Users and the Administration of the Application;
  - 4.2. The Company guarantees the availability of the Application and/or the provision of Services around the clock.
  - 4.3. The Company grants Users a non-exclusive and inalienable right to use the software that ensures the operation of the Application.
  - 4.4. The Company provides Services on a reimbursable basis. The procedure and amount of remuneration of the Company is determined by this Agreement.

## 5. PROCEDURE AND TERMS OF USE OF THE APPLICATION

# **5.1.** Registration in the Application (account creation). Application Registration Rules

- 5.1.1. A person wishing to become a User is obliged to go through the registration procedure on the corresponding page of the Application. When registering in the Application, the User undertakes to provide reliable, complete and accurate information about himself in the registration form (questionnaire) and periodically update it in order to ensure its relevance and completeness. The User undertakes not to mislead the Company and/or other Users about his identity, as well as not to post addresses, email addresses, passport data/registration data and other information of any third parties in the Application. As for the incorrect submission of an email by the User, the Company has the right to refuse such a User further access to the Application.
- 5.1.1. Registration and use of the Platform is allowed only by Users who have reached the age of majority. By creating an account in the Application, the User guarantees that he is an adult.

- 5.1.2. From the moment of Registration in the Application, the User agrees to the use by the Company of the User's personal data specified by him during Registration for their processing in order to ensure the operation of the Application, as well as for the purpose of information service of the User. The procedure and conditions for using the User's personal data are determined by the Privacy Policy (Appendix No. 1), which is an integral part of this Agreement.
- 5.1.3. The User agrees that the actions performed in the Application after User Authorization are recognized as User actions. The User is fully responsible in accordance with this Agreement and the current legislation for any actions performed by him using his account, as well as for any consequences that could have caused or caused his use.
- 5.1.4. By registering, the User agrees to receive information

messages to the phone number specified during registration.

- 5.1.5. The User is fully responsible for all actions performed in the Application under his account. The User is obliged to immediately inform the Company about any actions that have become known to him, about cases of access to the Application by third parties under the User account. The Company is not responsible in case of violation of the User's rights by third parties who have obtained unauthorized access to the User's Application.
- 5.1.6. The User is responsible for observing the rights (tangible and intangible) of third parties regarding the information transmitted (provided) to the Company during User registration, when using the Application and receiving the Company's Services. The User independently evaluates the legality of using the Application and the Services provided by the Company, including from the point of view of the applicable legislation in force.
- 5.1.7. The user is prohibited from posting information in the application:
- violating the legally protected property and (or) personal non-property rights and legitimate interests of the Company or third parties, encroaching on their honour and dignity;
- having an obscene or offensive character;
- violating the copyright and related rights of third parties;
- containing information, the dissemination of which is prohibited or restricted by applicable law;
- about parcels whose contents are prohibited from circulation (restricted to circulation without observing the relevant conditions), in accordance with the applicable legislation in force:
- about parcels whose contents are included in the list of items prohibited for shipment using the SkyPtoP application (Appendix 2);

- in any other way violating the applicable legislation in force.

The Administration of the Application has the right at any time to delete the account, any review, message, announcement, content posted in the Application that does not meet the requirements of this Agreement.

## 5.2. Verification

- 5.2.1. The Company has the right to use the system to verify ("verify") a part of the information provided by the User. This is necessary to increase trust, prevent or detect fraud, and ensure transparency in the use of the Application.
- 5.2.2. The User agrees that any User data posted in the Application is reliable and can pass the verification procedure. At the same time, the Company does not guarantee the reliability and reliability of such information.

## 5.3 Publishing Ads and sending Parcels

- 5.3.1. The user is granted access to the function of publishing Ads. By the function of publishing Ads, we mean the ability of a User to place Ads in the Application that are available for viewing by all Users.
- 5.3.2. The Administration of the Application has the right at any time to remove an Ad that does not meet the requirements of this Agreement.
- 5.3.3. A User who violates this Agreement may be restricted access to the Application on a permanent or temporary basis.
- 5.3.4. The User can publish Ads in the Application only if the conditions set out below are met.

When a User places an Ad, he must indicate the localities of departure and destination, the dimensions and weight of the Parcel, its contents and appearance (photo), information about the Recipient or the route of his journey.

The contents of the Parcel must not contradict the current legislation of the countries in which the delivery is carried out;

- 5.3.5. The User is solely responsible for the content of the Ad placed by him in the Application.
- 5.3.6. The User guarantees the accuracy and truthfulness of the information provided in the Ad.
- 5.3.7. The User agrees that the Company independently and at its discretion establishes criteria by which the place of display of the User's Ad among the Ads of other Users will be

determined, except in cases when the Company provides paid services to promote the Ad, or other special order of placement of the User's Ad.

- 5.3.8. The Consignor understands and agrees that the Announcement posted in the application may remain unanswered by the Courier, its terms and other information are not the Company's obligation.
- 5.3.9. After the Courier and the Consignor have agreed on the possibility of delivering the Parcel, the Courier and the Consignor determine the procedure and conditions for delivering the Consignor's Parcel to the Recipient. The Company is not responsible for the fulfilment of the conditions of Parcel delivery defined by Users and the consequences that may occur in connection with the fulfilment or non-fulfilment of such conditions.
- 5.3.10. The Consignor undertakes to familiarize the Courier with the contents of the Parcel visually immediately before sending, as well as upload photos of the contents of the Parcel to the application.
- 5.3.11. The Courier undertakes to familiarize the Recipient with the contents of the delivered Parcel visually before transferring, as well as upload photos to the application the contents of the Parcel.

The Company recommends that the Courier also make a video recording of the contents of the Parcel, the moment of its transfer to the Recipient and save the recording.

- 5.3.12. After delivery of the Parcel and verification of its contents by the Recipient, the Consignor and the Courier confirm the delivery through the Application.
- 5.3.13. When confirming the delivery, the Consignor and the Courier rate each other on a five-point scale. From the ratings received by the Consignor and the Courier, weighted average ratings of the Consignor and the Courier are formed, which show the level of reliability of the User (the level of trust in him).

## **5.4. Financial relationships**

- 5.4.1. To pay for the Company's services, as well as to make payments between the Courier and the Consignor, the User must link his bank card to the Account, from which funds will be debited against payments.
- 5.4.2. The conditions and obligations for the delivery of the parcel and payment for delivery are fixed by the Application and arise directly between the Consignor and the Courier, the Company is not a party to them and is not responsible for their execution.
- 5.4.3. Users agree that, acting as the Consignor, they are obliged to pay remuneration for the Company's services at the time of confirmation of the Courier's offer.

5.4.4. The amount of the Company's remuneration is determined in Russian Rubles (hereinafter referred to as the Currency) in accordance with the Company's tariffs in effect on the day of rendering services.

If it is necessary for the Company to pay VAT in the state in which the service is provided, the amount of the Company's remuneration is increased by the amount of VAT at the rate of this state.

The State in whose territory the service is provided is determined by the bank account from which the payment was made.

- 5.4.5. When sending a response to the Consignor's Announcement, which is the Courier's offer to deliver the Consignor's Parcel, the Courier must specify the amount in the Currency for which he offers to deliver the parcel to the Recipient, the specified amount is fixed by the Application.
- 5.4.6. The User agrees that the Company is not a Party to the relationship between the Consignor and the Courier. The Company recommends fixing all the conditions of Parcel delivery in the appropriate interface, as well as in the messages in the Application.
- 5.4.7. Users are obliged to independently and under their own responsibility organize the fulfilment of their tax obligations, compliance with the requirements of legislation regulating business activities (in the event of a corresponding relationship between the User and the state) and other legal requirements, as well as obligations to the Company and third parties.

## **5.5.** Cancellation of delivery

- 5.5.1. The Consignor has the right to cancel the posted Ad, while the remuneration paid to the Company is not refunded.
- 5.5.2. The Courier has the right to refuse delivery in 1 day.

#### 6. RIGHTS AND OBLIGATIONS OF THE COMPANY

- 6.1. The Company's obligations are solely to ensure that the User can receive the Company's Services in the manner specified by the Agreement.
- 6.2. The Company reserves the right, at its sole discretion, to change or delete any information published in the Application, suspend, restrict or terminate the User's access to the Company's Services at any time due to violation of this Agreement, current legislation, the legitimate rights and interests of the Company and third parties.
- 6.3. The Company has the right to change the terms of the Agreement. Information about such changes is published by the Company on the Website and/or in the Application. The actual continued use of the Application after such changes to the Agreement means its acceptance of such changes and/or additions.

- 6.4. In case of violation by the User of the terms of the Agreement, the Company has the right to suspend, restrict or terminate such User's access to any Company Services and/or Application unilaterally at any time, without being liable for any possible harm to the User by such actions.
- 6.5. The Company has the right to send messages to Users, including electronic messages containing organizational, technical, informational, or other information about the capabilities of the Application or other information about the functioning of the Application.
- 6.6. The Company is entitled to compensation by the User for losses incurred by the Company as a result of the User's actions.
- 6.7. The Company undertakes not to use the User's credentials obtained during Registration for any selfish purposes and guarantees non-disclosure of these data, except in cases where disclosure of such information is an obligation of the Company due to applicable legislation and the terms of the Agreement.
- 6.8. The Company undertakes to provide the User with the opportunity to receive information support from the Company's technical support service by e-mail, which the User will specify when registering in the Application, by contacting the Company's technical support service through the appropriate form in the Application. The scope of information support is limited to specific issues related to the provision of Services by the Company and the use of the Application.
- 6.9. The Company has the right to moderate all Ads, User Content and at any time, at its discretion, remove them from the Application without

explanations of the reasons.

- 6.10. The Company reserves the right to delete from its servers any information or materials that, in the opinion of the Company, are unacceptable, undesirable, or violate the terms of the Agreement, current legislation, the legitimate rights and interests of the Company or third parties.
- 6.11. The Company is obliged to fulfil the obligations established by the Agreement.
- 6.12. The Company has the right, by its own decision and choice, to involve any third parties to fulfil the terms of the Agreement.

## 7. RIGHTS AND OBLIGATIONS OF THE COMPANY

- 7.1. The User is obliged to comply with the terms of the Agreement and its annexes, as well as to pay for the Services provided to him in the manner and on the terms stipulated by the terms of the Agreement and its annexes.
- 7.2. The User is obliged to familiarize himself with the information about the terms of the Company's Services and their cost.

- 7.3. When using the Application, the User is obliged to adhere to the applicable legislation, including tax and legislation regulating business activities (in the event of a corresponding relationship between the User and the state).
- 7.4. The User has the right to provide him with Services in accordance with the terms of the Agreement.
- 7.5. The User has the right to contact the Company's Support Service by contacting through the appropriate form in the Company's Technical Support Service Application.
- 7.6. The User is obliged to use the Application only for legitimate purposes, comply with applicable law, as well as the rights and legitimate interests of the Company and third parties.
- 7.7. The User is obliged not to commit actions aimed at destabilizing the operation of the Application, making attempts to unauthorized access to the Application, as well as performing any other actions that violate the rights of the Company and / or third parties.
- 7.8. The User must not violate, block or otherwise harm the security of the Application in any way.
- 7.9. The User is obliged not to use the Application to carry out actions aimed at: undermining network security and violating any software and hardware connected to the Internet, as well as the implementation of network attacks on any resources available via the Internet, including software and hardware of the Company, but not limited to them.
- 7.10. The user is obliged not to perform actions aimed at obtaining access

to someone else's account, by selecting a password to log in, unauthorized interference, or any other similar actions.

- 7.11. The User is obliged not to place Ads in the Application that violate the terms of this Agreement or the applicable legislation in force.
- 7.12. The User is obliged not to transfer Parcels to the Courier for delivery to the Recipient, the contents of which are prohibited for circulation (limited in circulation without observing the relevant conditions) or otherwise violates the applicable legislation in force.
- 7.13. The User is obliged to provide the Company, upon written request (sent by fax / mail / electronic communication and/or through the Application), any documents requested by it regarding the subject matter of the Agreement, no later than 3 (three) working days from the date of receipt of such request by the User.
- 7.14. The User is obliged to independently monitor changes in the terms of the Agreement on the Website and/or in the Application. The absence of objections and continued use of the Application and/or receipt of Services after the publication of changes to the Agreement and other changes is considered as the User's agreement with the amendments and additions. All

risks associated with the occurrence of adverse consequences due to non-compliance by the User with the requirements of this clause of the Agreement are borne by the User.

- 7.15. The User guarantees that he owns all the rights to use the materials and/or any Content posted by him when creating Ads.
- 7.16. The User, when interacting with other Users using the Application, realizes and confirms that:
- 7.16.1. The Company and Users are completely independent entities that do not affect each other's activities;
- 7.16.2. The Company is not responsible for compliance with applicable legislation and the expectations of the User of the delivery of the Parcel;
- 7.16.3. The Company provides only a software and technical resource for placing relevant Ads,

and also provides an opportunity for Users to communicate with each other using the Application;

7.16.4. Civil law relations, or other obligations and arrangements for the delivery of the Consignor's Parcel by the Courier, as well as settlements between the Courier and the Consignor arise exclusively and directly between the Courier and the Consignor;

The Company is not responsible for the quality and delivery time of the Consignor's Parcel by the Courier.

- 7.17. The User may have other rights and bear other obligations not established by the Agreement.
- 7.18. By entering into this Agreement, the User confirms that he is familiar with

the obligation to comply with the current legislation, including, but not limited to – tax and legislation regulating business activities (in the case of a corresponding relationship between the User and the state).

7.19. The User is obliged to familiarize himself with all appendices to this Agreement. The fact of the conclusion of this Agreement means that the User is familiar with both the text of this Agreement and its annexes.

## 8. BLOCKING AND DELETING AN ACCOUNT

8.1. The User may terminate the relationship with the Company at any time, provided that there is no arrears in payment for the services rendered.

- 8.2. In case of violation of the Agreement by the User, if the Company has reason to believe that the blocking is necessary to ensure the safety of Users or third parties, in order to prevent fraud or procedural proceedings, the Company has the exclusive right:
- 8.2.1. terminate the Agreement and block access to the Application without warning;
- 8.2.2. delete an account, any review, message, ad, content posted in the App;
- 8.2.3. restrict User access to Application functions;
- 8.2.4. temporarily or permanently block the User's Account.
- 8.3. If necessary, the User will be informed about such measures. The Company, at its own discretion, will decide on the expediency of terminating the measures applied.

## 9. LIABILITY, LIMITATION OF LIABILITY

- 9.1. The Company is not liable for the following:
- 9.1.1. possible harm caused to Users when using the Application and/or Services;
- 9.1.2. for possible losses, loss, damage of data that may occur due to the User's violation of the terms of the Agreement;
- 9.1.3. for the speed and smooth operation of the Application, their compatibility with the software and operating systems of the User's devices;
- 9.1.4. for the presence of errors and/or viruses during the operation of the Application, interruption of communication channels and failure of the server infrastructure at the level of trunk communication channels, data exchange centres, computing centres, as well as communication lines of regional and local significance, non-fulfilment or improper fulfilment of their obligations as a result of failures in telecommunications and/or energy networks, and also unfair actions of third parties aimed at unauthorized

access and/or disabling of the Application;

- 9.1.6. for improper functioning of the User's devices;
- 9.1.7. for non-compliance of the Application and/or Services with the User's expectations;
- 9.1.8. for the actions of Users in the Application and for the consequences of using the Application;
- 9.1.9. for temporary inactivity of payment systems, failure to accept and/or transfer User payments caused by reasons independent of the Company, as well as circumstances of unforeseen force;

- 9.1.10. for the content of information posted by Users in the Application;
- 9.1.11. for the use of services, services and products offered to the User on a paid and/or free basis by third parties, including those that can be presented in the Application;
- 9.1.12. for the risk of switching from the Application to third-party resources;
- 9.1.13. for the actions of any third parties, as well as the actions of payment systems, telecom operators that are not the actions of the Company;
- 9.1.14. for the placement of the Mobile Application, links to it in any unauthorized (unconfirmed) sources by the Company (counterfeit application), as well as the further use of such an application;
- 9.1.15. for using the Application by third parties who have obtained unauthorized access to the device or User account;
- 9.1.16. for compliance by Users with the applicable legislation in force, including, but not limited to, tax and business legislation (in the event of a corresponding relationship between the User and the state).
- 9.2. The Company is not liable to the User or any third parties for:
- 9.2.1. any direct and /or indirect damages, including lost profits or lost data, for damage to honour, dignity and business reputation caused in connection with the use of the Application and / or Services, or the inability to use it.
- 9.2.2. the content and legality, reliability of the information used/received by the User when using the Application;
- 9.2.3. lack of offers and responses to the Consignor's announcement;
- 9.2.4. the quality and delivery time of the Parcel by the Courier;
- 9.2.5. compliance of the Parcel (the contents of the Parcel) or the order of delivery of the parcel current legislation;
- 9.2.6. fulfilment by the Consignor of its obligations to pay the sums of money agreed with the Courier regarding the delivery of the Parcel.
- 9.3. The Company does not control the procedure for the fulfilment of agreements between Users regarding the delivery of Parcels based on the placement of relevant information in the Application.

## 10. EXCLUSIVE RIGHTS AND GUARANTEES OF THE COMPANY

- 10.1. The application is protected by the legislation of the Russian Federation regarding the protection of copyright and intellectual property rights. The exclusive intellectual property rights to the Application are the property of the Company. Any use of the Application is allowed only on the basis of the Company's permission. Using the Application without the Company's permission by any means and for purposes other than permitted by this Agreement is illegal and may entail holding the User accountable.
- 10.2. For the duration of using the Application, the Company grants Users a limited, personal, non-exclusive license to use the Application solely for the purpose of using it under the terms of this Agreement. The Company reserves exclusive intellectual property rights.
- 10.3. Users undertake not to perform actions:
- copying or changing the software that ensures the operation of the Application and the provision of Services by the Company;
- to create programs derived from the software that ensures the operation of the Application and the provision of Services by the Company;
- penetrating into the software that ensures the operation of the Application and the provision of Services by the Company, in order to obtain the source codes of such software;
- for the sale, resale, provision for use, transfer to third parties in any other form of rights in relation to the software that ensures the operation of the Application;
- modification of the software that ensures the operation of the Application and the provision of Services by the Company, including for the purpose of obtaining unauthorized access to them;
- other actions similar to those listed above that violate or may violate the rights of the Company and third parties;
- do not use non-original copies of the Application.

## 11. CORRESPONDENCE OF THE PARTIES, WARNING AND MESSAGE

11.1. Correspondence between the Parties regarding the implementation of the Agreement is conducted through the official e-mail of each of the Parties. The official e-mail address of the Company is considered to be the e-mail address info@skyptop.com . The official e-mail address of the User is the e-mail address specified by the User during registration. Correspondence between the Parties can be carried out through the function of the Application, which allows the exchange of electronic messages. The sent messages are considered received by the addressee at the time they are sent.

- 11.2. From the moment of conclusion of the Agreement, the Company and the User recognize the validity of messages and actions carried out and transmitted using the Application on behalf of the User, as well as using the email specified by the User during Registration.
- 11.3. The Parties agree that all warnings and messages received at the official e-mail address and/or through the Application function are considered to have been delivered to the addressee in proper form.

## 12. APPLICABLE LAW, DISPUTE RESOLUTION AND JURISDICTION

- 12.1. This Agreement is governed by and subject to interpretation in accordance with the current legislation of the Russian Federation.
- 12.2. The Parties undertake to take all measures to resolve disputes and disagreements through negotiations.
- 12.3. If it is impossible to settle the dispute through negotiations, disputes arising from the relations between the Parties are subject to consideration by a judicial body of the Russian Federation, in accordance with the legislation of the Russian Federation.
- 12.4. Before going to court with a claim on disputes arising from the relationship between the Parties, it is mandatory to submit a claim (a written proposal for a voluntary settlement of the dispute).
- 12.5. The recipient of the claim within 30 calendar days from the date of receipt of the claim, notifies the applicant of the claim in writing about the results of its consideration.
- 12.6. The claim, as well as the response to it, can be sent by a message in the Application or to the User's e-mail specified during registration and the Company's e-mail <a href="mailto:info@skyptop.com">info@skyptop.com</a>

## 13. FINAL PROVISIONS

- 13.1. The Agreement with respect to each of the Users comes into force from the moment the User performs the actions indicated in paragraphs 2.5., 2.6. The Agreement is valid until the User deletes his account in the Application.
- 13.2. For all questions related to the use of the Application, the User can contact the Support Service.

Appendices to the User Agreement that are an integral part of it: Appendix 1: Privacy Policy;

Appendix 2: List of items prohibited for shipment.

## 14. REQUIREMENTS

Full name: SKICHIFT Limited Liability Company

Short name: SKICHIFT LLC

Registered address: 3300041, Tula region, Turgenevskaya street, 69, office 326, floor 3. Actual address: 300041, Tula region, Turgenevskaya street, 69, office 326, floor 3

Postal address: 300041, Tula region, Tula city, Turgenevskaya street, 69, office 326, floor 3

TIN 7107133239

CPP 710701001 REGISTRY NUMBER 1197154011933 Current account 40702810508500011702 Correspondent account 30101810845250000999

BIK 044525999

PJSC BANK "FC OPENING" POINT

Chief Executive Officer Kryukov Rinat Igorevich