

SERVICE AGREEMENT TERMS AND CONDITIONS

The following Terms and Conditions (the Terms) shall apply to all - present and future - agreements entered into Altech Operating System Limited (the Company) and any recipient of the Web-service (the Customer) for provision of the Service, unless other conditions are agreed by the Parties and stipulated by the relevant contract or invoice.

These Terms located on Company's website or printed on backside of the invoice or attached herewith shall be deemed an offer to enter into an agreement. The agreement commences on the date of executed by the Customer of these Terms (the Commencement Date), unless and until terminated in accordance with the provisions hereof.

These Terms, including later amendments thereto, may be agreed and executed in writing or by electronic means of an exchange of e-mail messages, payment of invoice or by Activation, or using all or any portion of the Web-service, whichever occurs first and is relevant hereto.

The Customer agrees that these Terms are the same as any written negotiated agreement signed by the Customer.

To avoid any doubts, the Parties hereby expressly confirm that they are entrepreneurs and enter into agreement within the pursuit of their business activities.

DEFINITIONS

The definitions used in these Terms have the following meanings, unless otherwise expressly specified by the Parties:

Company - Altech Operating System Limited, a company duly registered in Hong Kong, registration N 3118197, with its registered address: 8F, 30 Hollywood Road, Central Hong Kong, Hong Kong S.A.R.

Customer - means any legal entity or individual entrepreneur which required and received Company's Service.

Party (Parties) - Company and/or Customer.

Web-service - means IT solution operated in cloud environment containing web application SPAISUS duly possessed and developed, continuously supplemented and updated by the Company, containing statistical, analytical and billing, and other tools and components used for the purpose of provision of the Service, designed for unified searching and obtaining Data on automotive spare parts as well as for providing technical support and maintenance, including but not limited to predicting and detecting malfunctions during peak traffic.

Activation - has the meaning specified in relevant Section of these Terms.

Data on automotive spare parts (Data) - means included into Web-service database of systematically sorted data containing including but not limited to number, name of the spare part, brand, article, car manufacturer together with other information related thereto, which are displayed upon Customer's/Web-site end-users' Requests to the Web-service.

Service - provision by the Company access to the Web-services in order to use it according with its functionality including support and maintenance.

Web-site - any website, portal or application owned and operated by the Customer specified in invoice or otherwise, with which the Web-service will be integrated via API within Activation.

Request - query to the Web-Service sent in order to obtain Data on automotive spare parts.

Limit - maximum permissible number of Requests sent in the Reporting Period confirmed by Company's statistics record.

Reporting Period - a period equal to one calendar month or, as agreed by the Parties, to 30 (thirty) calendar days or to a period of Limit excess, specified in invoice.

Service Fees - remuneration for Service performed by the Company and specified in the Company's invoice based on statistics or any other records, and paid by the Customer as follows:

- a. Once in a lump sum - Initial Fees for Service Activation which cannot be refunded, unless otherwise stated hereto or agreed by the Parties; and/or
- b. For each Reporting period according to the Limit agreed by the Parties.

Term of Service - a term equal to the number of paid Reporting periods under the Terms, unless otherwise specified by the Parties.

SUBJECT OF AGREEMENT

1. Under these Terms, the Company provides the Customer with Service during the Term and the Customer pays Service Fees for such Service.

2. Accessing the Web-service, the Customer may use the Web-service as follows:

- a. by means of API integration with the Web-site;
- b. by means of using the Web-service according with its functionality;
- c. by means of distribution of the access to the Web-service to the Web-site's end-users for using the Web-service according with its functionality.

PROHIBITED USES. COPYRIGHT

1. Customer shall not, and shall not cause or permit Web-site's end-users or any other third parties, unless otherwise set forth in these Terms or agreed by the Parties to:

- a. disassemble, decompile, hack, reverse engineer, circumvent or bypass any technological protection measures in or relating to the Web-service, modify, make derivative works, reproduce, republish, extract, or copy any part of the Web-service (including its Data, content or similar materials);
- b. access or use the Web-service to build or support, directly or indirectly, products or services competitive to Company's; or
- c. license, sell, transfer, assign, distribute any rights to access or use, or commercially exploit, or make available the Web-service (including its Data, content or similar materials) to any third party, unless the Company expressly authorizes the Customer to do so;
- d. use the Web-service in any unauthorized way or gain access to the Web-service, Data or content, or API key, except as permitted by these Terms.

2. The copyright and related rights to the Web-service, as well as all patent rights, trade secrets (know-how) and other rights to intellectual property objects included in the Web-service or related to it, belong and will belong to the Company and/or to their legal owner and shall not be transferred or assigned to the Customer.

WEB-SERVICE ACTIVATION AND LAUNCH

1. Within the Service Activation, the Company shall create user account for the Customer for access to the Service and using analytical and monitoring tools intended for technical support and maintenance.
2. Upon payment of the Initial Fees, the Customer will be provided with API key by e-mail and access to technical and other information containing the technical requirements and conditions of the integration.
3. As a rule, the Customer shall integrate the Web-service using its own resources and at its own expense, based on instructions given by the Company to the Customer together with API key, within 2 (two) months or not using more than 2000 Requests. After the completion of the integration, the Customer shall inform the Company accordingly and the Company shall issue a confirmation of Service Activation.

WEB-SERVICE UPDATES

1. To avoid any doubt, the Web-service is not made available or handed over to the Customer for use, except for enabling the Customer or Web-site end-users to access its.
2. The functionality, development and updates of the Web-service are under the exclusive control of the Company. In case of modifications/updates of the Web-service, the provision of Service to the Customer shall be carried out by providing access to the modified/updated Web-service automatically within the terms set by the Company at its own discretion.

SUPPORT AND MAINTENANCE. REPORTING OF MULFUNCTIONS

1. Company will make a commercially reasonable efforts to provide uninterrupted operability and access to the Web-service, suspending the operation of the Web-service in cases of detection of significant malfunctions, errors or failures, as well as in order to carry out maintenance and prevent cases of unauthorized access to the Web-service or excess of maximum frequency limit.
2. The support shall mean any activity provided in order to respond to the Customer with respect to inquiries concerning the performance, functionality or operation of the Web-service as well as to cover provision of monitoring of the frequency of the Requests during peak traffic, which will not exceed 10 Requests per second. The Customer shall be temporarily blocked until the further notice, in case of exceeding the said maximum frequency limit.
3. The Customer agrees to inform the Company of any malfunctions of the Web-service or loss of connection, or any information that could affect the Service (e.g. downtimes, repairs, changes in configuration or operating regime), or information on the use of the Web-service and satisfaction with the functionality for the purpose of its further development and the Company shall make commercially reasonable efforts to correct the deficient Service. In case it cannot be substantially corrected in commercially reasonable manner, the Customer has right to stop using the Web-service and prepaid Service Fees (except Initial Fees) will be refunded for the period until the effective date of termination, unless otherwise agreed by the Parties.
4. If the Customer needs to contact the Company for the purpose of support the Customer shall use the following contact details:
E-Mail: altech.oper.sys.help@gmail.com.
5. The maintenance shall comprise the installation, delivery and release of the Web-service updates. For processing the updates, the Company uses the Data and other relevant information and/or at the same time, the Company may provide technical development and modification of the Web-service according to the latest trends and practices in the area of software development.

SERVICE FEES. PAYMENT ORDER

1. Payment of Initial Fees shall be done within 5 (five) business days from the date of invoice, unless otherwise specified in invoice, not subject to VAT. Payment of the Service Fees for provision of the Service in each and every Reporting Period shall be made by or before of the beginning of the Reporting Period, or not later than within 5 (five) business days from the beginning of the Reporting Period, unless otherwise specified in invoice, not subject to VAT. The Parties may agree on advance payment for one or more number of Reporting Periods.
2. The Customer under its request may be provided by statistics and any other activity records by the Company.
3. The date of fulfilment of payment obligations shall be the date of crediting funds to the Company's bank account.
4. Late payments shall be subject to charge of 0.1 % of the invoice amount per every day of delay.

LIABILITY AND GUARANTEES

1. Losses incurred by the Customer in connection with the non-fulfilment or improper fulfilment by the Company of its obligations under these Terms shall be compensated by the Company within the amount of the Service Fees for using the Web-service for one Reporting Period in which the violation occurred.
2. The Company confirms and guarantees:
 - a. that the Company has the rights to the Web-service necessary for the proper fulfilment of obligations under these Terms;
 - b. that, as far as Company knows, the Terms do not violate any exclusive rights and other rights of third parties to the Web-service or in connection with it.
3. Customer agrees that its use of the Web-service shall be at its own risk due to the Web-service is provided for use on an "as is" basis "with all faults" and "as available".
4. The Company does guarantee that the Service will be performed error-free, timely, secure, or uninterrupted or that Data loss will not occur, nor that the Company will correct all Web-service's errors. The Company also does not guarantee that the Web-service or any of its elements will function at any particular time in the future or that they will not cease operation. The Company does not provide any guarantees regarding compliance of the Web-service with specific objectives of commercial suitability and the expectations of the Customer that the Web-service will function in any combination with software and hardware selected by them.
5. Under no circumstances shall the Company be liable to the Customer and any third parties, including Web-site's end-users for damage, forced interruptions in business activity, loss of business or other data or information, claims of expenses, consequential losses, lost profits or lost savings caused or related with the provision of the Service, as well as for damage caused by possible errors of the Web-service, as well as for any claims from third parties.

TERMINATION

1. The agreement shall enter into force on the Commencement Date and shall be valid within the Term.
2. The agreement can be terminated by the mutual agreement of the Parties within the time period established by such agreement or by either Party subject to the written notice given to the other Party at least 1 (one) month before the expected date of termination.
3. Upon any withdrawal from the agreement, the Service provided shall be ceased and all rights granted to the Customer with respect to the Web-service shall be immediately terminated. However, any withdrawal from the agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party, meaning that the Customer shall be responsible to pay all amounts due and owing upon termination, and Section Confidentiality of the Terms shall bind Customer for 1 (one) year after termination.
4. The Company has rights to suspend Customer's access to, or use of, the Web-service, immediately subject to prior written notice, if the Company believes that:
 - a. there is a significant threat to the functionality, security, integrity, or availability of the Web-service or any intellectual property rights, Data, or other content in the Web-service;
 - b. Customer or/Web-site's end-users are accessing or using the Web-service in violation of legislation in force; or
 - c. there is a violation of these Terms. Any suspension under this provision shall not excuse Customer from its obligation to make payments under the Terms.

FORCE MAJEURE

1. In the event of circumstances beyond the control of the obliging Party, such as natural disasters, extreme weather conditions, fires, explosions, accidents, road accidents, wars, strikes, civil disorder, government interference and other similar circumstances (hereinafter – force majeure circumstances), the deadline for fulfilment of obligations under these Terms is extended for the time of duration of such circumstances, as well as for the time necessary to eliminate the consequences of these circumstances.
2. The Party for which fulfilment of the obligations became impossible due to the force majeure circumstances, shall notify other Party within 10 (ten) days in writing. In the event that force majeure circumstances last more than for 30 (thirty) calendar days, any of the Parties has right to terminate the agreement, provided that it notifies the other Party not later than in 10 (ten) days prior to the expected date of termination.

CONFIDENTIALITY

1. Under these Terms, any information, both in writing and orally, provided by the Party, is considered confidential information if, when providing it, the Party designates it as not subject to disclosure.
2. Each Party agrees to protect the confidential information of the other Party in the same way that it protects the confidentiality of its own information of this kind. Access to the confidential information will be permitted only to authorized personnel of the Parties.
3. The confidentiality conditions specified in this section shall apply to the entire Term and for 1 (one) year after termination.

APPLICABLE LAW AND DISPUTE RESOLUTION

1. These Terms shall be governed by and construed in accordance with the laws of Hong Kong SAR. Parties hereby agree that any dispute arising out of or relating to these Terms must be determined by the courts of Hong Kong SAR, which will have exclusive jurisdiction.

FINAL PROVISIONS

1. These Terms and Conditions shall constitute the entire agreement between the Company and the Customer relating to its obtaining of the Service, and shall replace and supersede all other communications (be it written or oral), discussions, letters relating to the subject matters hereof.
2. These Terms and conditions may be amended from time to time without notice at the sole discretion of the Company. The updated Terms are retroactive and apply to the relationship between the Company and the Customer that arisen before they were updated. The Customer accepts these Terms and conditions "as is".
3. Under these Terms exchange of e-mail or other electronic messages shall be deemed to be written form unless agreed otherwise by the Parties.
4. The Company shall take every reasonable step to comply with its obligations as a data processor (if applicable) arising from the data protection and privacy laws in force from time to time to the extent that those obligations are relevant to these Terms.
5. The Company and the Customer shall guarantee that neither of them is doing or will be doing any actions, directly or indirectly, which are in violation of the EU/US Regulations or sanctions. Parties also guarantee and confirm as far as they aware that neither of them nor their management, shareholders or founders are subject to sanctions applied by the EU/US. Imposition of such sanctions shall be a non-negotiable ground for an immediate termination of the Service provision to the Customer by the Company unilaterally.