

PUBLIC AGREEMENT

(approved on 01 November 2019,
amended on 15 September 2020 and January 3, 2022)

1. GENERAL PROVISIONS. PROCEDURE FOR CONCLUDING THE AGREEMENT

1.1. The parties to this Agreement (hereinafter referred to as the "Agreement") are:

Licensor - Individual Entrepreneur Herasimenka A.V., (hereinafter - "Licensor"), on the one hand, and

Licensee - a legal entity, an individual entrepreneur or an individual who has accepted the terms of this Agreement, on the other hand.

1.2. This Agreement is a public agreement (Article 396 of the Civil Code of the Republic of Belarus) for the provision of a simple non-exclusive license to gain access to the information retrieval database of the CARGO-CARDS portal located on the Internet at <https://www.cargo-cards.com> in relation to an indefinite number of persons (Licensees) who applied for such a license as well as for provision of advertising services on the portal.

1.3. Publication (placement) of the text of this Agreement on the website at the following address: <https://cargo-cards.com/en/p/10-public-agreement/> is a public offer of the Licensor, addressed to an indefinite circle of persons, to conclude this Agreement (clause 2 of Article 407 of the Civil Code of the Republic of Belarus).

1.4. The conclusion of this Agreement is made by joining the Licensee to this Agreement, i.e. by acceptance by the Licensee of the terms of this Agreement as a whole, without any conditions, exemptions and reservations (Article 398 of the Civil Code of the Republic of Belarus).

1.5. This Agreement, subject to the procedure for its acceptance, is deemed to be concluded in simple writing.

1.6. The fact of acceptance by the Licensee of the terms of this Agreement is the fulfillment by the Licensee of the following actions:

- completing the registration procedure for the Licensee on the Licensor's website;
- choice by the Licensee of a paid service from among those available after completion of the registration procedure;
- payment by the Licensee of the license fee according to the selected paid service.

The performance by the Licensee of an action to accept the offer means full and unconditional acceptance by the Licensee of the terms of this Agreement.

1.7. Neither Party shall have the right to transfer to third parties the rights and obligations under this Agreement without the written consent of the other Party.

2. SUBJECT OF THE AGREEMENT

2.1. Under this Agreement, the Licensor grants the Licensee, for a fee, a simple non-exclusive right to access the Licensor's information retrieval database of the "CARGO-CARDS portal" located on the Internet at <https://cargo-cards.com> by activating access in the manner and under the conditions provided for in this Agreement as well as provides advertising services to the Licensee.

2.2. The information retrieval database of the CARGO-CARDS portal is the result of the Licensor's intellectual activity and is protected by the copyright laws of the Republic of Belarus and international conventions.

2.3. The licensee can use the result of intellectual activity or means of individualization only within the limits of those rights and in the ways provided for by this Agreement. The right to use the result of intellectual activity or means of individualization, which is not directly specified in this Agreement, is not considered granted to the licensee.

2.4. The Licensor guarantees that it has all the necessary rights to provide the Licensee with non-exclusive Rights to access and use the CARGO-CARDS Portal Database under this Agreement.

2.5. Advertising on the CARGO-CARDS portal is published in accordance with the legislation of the Republic of Belarus.

2.6. The volume and cost of advertising services are determined by the price list posted on the website at the following address <https://cargo-cards.com/en/p/12-freight-exchange-price-list/> and which is an integral part of this Agreement.

3. SCOPE OF THE LICENSE

3.1. The simple non-exclusive Right to access and use the Database under this Agreement includes the Licensee's Right to use the information retrieval database in ways related to its operation during the period of time paid by the Licensee and to the extent of the functionality provided for in the price list posted on website at the following address <https://cargo-cards.com/en/p/12-freight-exchange-price-list/>.

3.2. The licensee knows the most important functional properties of the information retrieval database, the right to use which is granted to him. The Licensee bears the risk that the specified Database will meet its wishes and needs.

3.3. The Licensor has the right to unilaterally, at its discretion, change, modify the Database and / or the rules for its use, set forth in this Agreement, subject to notification of the Licensee. Notification is carried out by posting relevant information on the Site.

3.4. The Licensor retains the exclusive rights to use the Database and the right to issue licenses for their use to others.

4. GRANT OF RIGHTS TO OBTAIN ACCESS AND USE THE DATABASE

4.1. The transfer to the Licensee of a simple non-exclusive right to access and use the Database is carried out after the Licensee accepts this Agreement in accordance with clause 1.6 of the Agreement, by activating the Licensee's access to the information retrieval database of the CARGO-CARDS portal. From the moment access is activated, a simple non-exclusive Right to use the Database is considered transferred by the Licensor and received by the Licensee.

4.2. The transfer of the Database on a tangible medium is not performed.

4.3. The granting of the Right to access the Database under this Agreement is carried out solely on the basis of 100% advance payment by the Licensee of the fee for access to the Database in accordance with the selected paid service.

4.4. Upon expiration of the term of granting the right to access the Database paid by the Licensee, the Licensor terminates the Licensee's access to the Database. The right of access is renewed from the moment the funds are received to the Licensor's current account in the amount and on the terms of the paid service chosen by him.

4.5 Activation of the Licensee's access is carried out on the day of payment. Access is deactivated after the expiration of the paid access period in accordance with the selected service.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Licensor undertakes:

5.1.1. grant the Licensee a simple non-exclusive Right to access the database of the CARGO-CARDS portal in the user authorization mode (by entering the login and password chosen by the Licensee during registration) in accordance with the paid service selected by the Licensee.

5.1.2. provide the Licensee with working hours (excluding weekends and official public holidays), consultations by telephone and / or email on technical and other issues related to the operation of the database arising from the Licensee;

5.1.3. prepare promotional materials within 15 working days after receipt of the advance payment from the Licensee.

5.2. The licensor has the right:

5.2.1. terminate the access to the database of the CARGO-CARDS portal for the Licensee in the event that the Licensee partially or completely fails to comply with the terms of this Agreement, including unmotivated refusal to sign the Certificate of Services Rendered within the established time frame.

5.2.2. terminate this Agreement and delete the Licensee's Data posted on the information and technical resources of the Licensor, in case:

a) if the Licensee has not eliminated the violations of this Agreement committed by him within one month from the moment the Licensor issued the requirement to eliminate them;

b) if the activity of the Licensee grossly violates the rules of netiquette (organization of mass mailing of other advertising correspondence (spam), except for cases when such mailing is initiated by the recipients themselves or this prior consent is carried out, sending viruses, distributing materials of a pornographic nature, etc. .p.), or violates the requirements of the legislation of the Republic of Belarus.

5.2.3. refuse the Licensee to post or stop posting his Data on the information and technical resources of the Licensor if he considers that the nature or content of the Licensee's Data violates the current legislation of the Republic of Belarus, is offensive, violates the rights and legitimate interests of other persons, or conflicts with this Agreement;

5.2.4. planned or unscheduled to change the technical characteristics and parameters of the software and hardware involved in the granting of non-exclusive Rights, in the event that such changes are aimed at supporting the operability of the software and hardware or improving their functioning, including temporary (up to two days) suspension access to the database;

5.2.5. The Licensor has the right to involve third parties to fulfill its obligations under this Agreement, as well as use the services / works of third parties that provide the opportunities provided for in this Agreement;

5.2.6. to unilaterally amend this Agreement subject to notification of the Licensee. Notification is carried out by posting the relevant information on the Licensor's website;

5.2.7. Request additional information from the User: certificates or licenses, as well as other additional contact information.

5.3. The licensee undertakes:

5.3.1. independently ensure the technical possibility of using the Database;

5.3.2. before accepting this Agreement, independently study the information posted on the Licensor's website to familiarize yourself with the capabilities of the Database;

5.3.3. comply with the terms of this Agreement;

5.3.4. not to carry out activities within the framework of the obtained simple non-exclusive Right of access to the Database in one way or another, aimed at placing and disseminating information, the content of which contradicts the legislation of the Republic of Belarus;

5.3.5. if there are any claims against the Licensor's Right to notify the Licensor about this in writing within seven calendar days from the moment when the Licensee became aware or should have become aware of non-fulfillment or improper fulfillment by the Licensor of its obligations under this Agreement;

5.3.6. independently monitor all changes to this Agreement, including changes in the price list by reviewing their content on the Licensor's Website;

5.3.7. provide reliable data, as well as observe the copyrights for the provided graphic and other materials used for the preparation and placement of advertising information.

5.4. The Licensee has the right:

5.4.1. get a simple non-exclusive Right to access and use the Database of the CARGO-CARDS portal in accordance with the paid service chosen by it;

5.4.2. independently choose a paid service from those offered by the Licensor;

5.4.3. to receive from the Licensor working hours (excluding weekends and official public holidays), consultations by phone and / or email on issues arising from the use of the received non-exclusive Rights under this Agreement;

5.4.4. terminate this Agreement in the event:

a) non-fulfillment or improper fulfillment by the Licensor of its obligations within the framework of this Agreement;

b) disagreement with the changes and / or additions to this Agreement made by the Licensor.

6. SIZE, PROCEDURE AND TERMS OF PAYMENT OF THE LICENSE REMUNERATION UNDER THE CONTRACT

6.1. The amount of the fee is determined on the basis of the paid service selected by the Licensee in accordance with the payment documents issued by the Licensor.

6.2. The licensee, based on the payment document, pays 100% of the license fee at a time.

6.3. All settlements under this Agreement are made in one of the following ways:

6.3.1. by transferring funds from the current account of the Licensee to the current account of the Licensor according to the details specified in the invoice provided by the Licensor (for legal entities and persons and individual entrepreneurs);

6.3.2. by using bank cards through the payment account (for individuals).

7. PROCEDURE FOR TRANSFER OF NON-EXCLUSIVE RIGHTS

7.1. The transfer of a simple non-exclusive Right to access and use the Database of the CARGO-CARDS portal within the framework of this Agreement for Licensees that are legal entities is confirmed by the Certificate of Services Rendered.

7.2. The transfer of a simple non-exclusive Right to access and use the Database of the CARGO-CARDS portal within the framework of this Agreement for Licensees who are individuals is confirmed by the fact of activation of access to the Licensor's Database. The transferred Rights, in the absence of written claims made by the Licensee, are deemed to have been properly transferred in accordance with this Agreement in full.

7.3. The Licensor has the right to single-handedly draw up primary accounting documents confirming the completion of a financial transaction under this Agreement.

8 RESPONSIBILITY OF THE PARTIES

8.1. For non-fulfillment or improper fulfillment of its obligations under this Agreement, the guilty Party shall be liable in accordance with the current legislation of the Republic of Belarus, taking into account the specifics established by this Agreement.

8.2. The Licensor is not responsible for the content of the Licensee's Data, as well as for the content of any information located on the technical and information resources of the Licensee.

8.3. The Licensor is not responsible and does not provide any explicit or implicit guarantees (including guarantees of observance of rights or suitability for specific purposes) on any information, product or service distributed by the Licensee or third parties via the Internet, including if they posted, offered or distributed on the Licensee's own information resources.

8.4. The Licensee independently bears full responsibility for any actions taken in the process of using the Internet, information resources or services of the Licensor, as well as the consequences of such actions.

8.5. The Licensee independently bears full responsibility for any, including unauthorized, actions of third parties that took place as a result of the Licensee's failure to comply with the confidentiality of his credentials or other information of a closed nature, as well as the consequences of such actions.

8.6 The Licensee is liable for possible violations of copyright, advertising legislation and other norms of the legislation of the Republic of Belarus related to the fact of placing the Licensee's data on the Internet on the information and technical resources of the Licensor.

8.7. The Licensee shall reimburse any losses incurred by the Licensor in connection with the posting on the information and technical resources of the Licensor of the Licensee's data, the content of which is contrary to the legislation of the Republic of Belarus.

9. CIRCUMSTANCES OF OUTSTANDING FORCE

9.1. The Parties are exempt from liability for frequent or complete failure to fulfill their obligations under this Agreement, if this was the result of force majeure circumstances (force majeure) that arose after the conclusion of this Agreement as a result of extraordinary events that the Parties could not foresee or prevent by reasonable measures.

9.2. Force majeure events include events for which a Party is unable to influence and for which it is not responsible, such as: war, uprising, strike, earthquake, flood, fire, severe weather or other natural disasters, government regulations, orders (decrees) of state bodies and officials, laws and other normative acts of competent authorities adopted after the acceptance of this Agreement and making it impossible to fulfill the obligations established by this Agreement, as well as actions of state or local government bodies and administrations or their representatives, preventing the fulfillment of conditions of this Agreement, and other unforeseen circumstances, including malfunctions in the city's power grid, technical problems at transit nodes of the Internet and other disruptions in the functioning of data transmission networks outside the sphere of influence of the Parties, but not limited to the above.

9.3. In the event of force majeure circumstances that prevent the fulfillment of obligations under this Agreement, the term for the Parties to fulfill such obligations is postponed in proportion to the duration of such circumstances, as well as the time required to eliminate their consequences, but not more than sixty calendar days.

9.4. In the event that force majeure circumstances continue to operate for more than one month, or when, upon their occurrence, it becomes obvious to both Parties that the circumstances will last for more than this period, the Parties undertake to discuss the possibilities of alternative methods of executing this Agreement or terminating it without compensation for losses.

10. NOTIFICATIONS

10.1. The parties agree that they unconditionally recognize the legal force of the texts of documents received via communication channels (email) on an equal basis with documents executed in simple writing on paper, with the exception of cases when the execution of documents on paper is mandatory due to the requirements of this Agreement.

10.2. The Parties unconditionally agree that all correspondence and notifications received at the email addresses indicated in this Agreement as the details of the Parties are considered delivered to the addressee in the proper form.

10.3. The parties are obliged to timely check the correspondence arriving at their email addresses.

10.4. All risks associated with the occurrence of adverse consequences due to non-compliance with the requirements of clause 9.3 of this Agreement shall be borne by the Party that committed such a violation.

11. DURATION OF THE CONTRACT AND PROCEDURE OF ITS TERMINATION

11.1. This Agreement is considered concluded from the moment the funds paid by the Licensee in payment for services are credited to the Licensor's account in accordance with the payment requirement.

11.2. This Agreement is valid for an indefinite period until its execution or termination in the manner prescribed by this Agreement.

11.3. This Agreement may be terminated:

11.3.1. by agreement of the Parties;

11.3.2. unilaterally at the initiative of the Licensor in accordance with clause 5.2.2 of this Agreement;

11.3.3. unilaterally at the initiative of the Licensee in accordance with clause 5.4.4 of this Agreement.

11.4. The Licensee unconditionally agrees that in the event of termination of this Agreement, he loses the right to demand from the Licensor the return of any amounts paid, even if the term for the provision of the service has not yet ended.

12. PROCEDURE FOR MAKING CHANGES AND ADDITIONS TO THE CONTRACT

12.1. Changes and / or additions to this Agreement are made unilaterally by the Licensor's decision.

12.2. Changes and / or additions made by the Licensor to this Agreement on the grant initiative come into force from the moment they are made.

12.3. Changes and / or additions made by the Licensor to this Agreement in connection with changes in legislation, come into force at the same time as the entry into force of changes in these acts of legislation.

12.4. The text of changes and / or additions to this Agreement, or its new version, shall be communicated by the Licensor to general information by posting (publishing) the relevant information on the website at the following address: <https://cargo-cards.com/en/p/10-public-agreement/>.

12.5. In case of disagreement with the made changes and / or additions, the Licensee has the right to terminate this Agreement in accordance with clause 5.4.4 of this Agreement.

12.6. Notification of termination of this Agreement also recognizes any written notification of the Licensee, drawn up by him on paper, that he does not agree with the changes and / or additions made, or that the new edition of this Agreement is not joined or that he refuses to comply with its terms. Failure to pay for the Licensor's services for the next period is equivalent to a notice of termination of this Agreement.

12.7. The Parties unconditionally agree that silence (absence of written notifications of termination of this Agreement, or disagreement with certain provisions of this Agreement, including a change in the price list for the Rights) is recognized as consent and the accession of the Licensee to the new version of this Agreement.

13. PROCEDURE FOR RESOLUTION OF DISPUTES

13.1. All disputes and disagreements related to this Agreement, the Parties undertake to resolve through negotiations.

13.2. In the event that the Parties fail to resolve all controversial issues arising from this Agreement, including those related to its conclusion, amendment, termination, execution, invalidity shall be resolved in court in accordance with the legislation of the Republic of Belarus.

14. OTHER CONDITIONS

14.1. The Parties unconditionally agree that this Agreement is concluded at the address of the Licensor's location.

14.2. By entering into this Agreement, the Licensee hereby declares that:

14.2.1. according to his information, the content of his Data does not contradict the legislation of the Republic of Belarus and violates the rights and legitimate interests of third parties, including intellectual property rights;

14.2.2. the information provided to them when placing an order for obtaining non-exclusive rights is complete, truthful and accurate;

14.2.3. he realizes and agrees with the system that some of the information that he provided when placing an order for obtaining non-exclusive Rights may be available to third parties, due to the requirements of the legislation of the Republic of Belarus.

14.3. If any of the terms of this Agreement becomes invalid, is recognized as illegal, or is excluded from this Agreement, this will not invalidate the remaining terms of this Agreement, which will remain in force and are binding on all Parties.

14.4. All issues not regulated by this Agreement are resolved in accordance with the current legislation of the Republic of Belarus, as well as the local regulatory documents of the Licensor, subject to their compliance with the current legislation of the Republic of Belarus.

15. DETAILS OF THE PARTIES

15.1. The parties unconditionally agree to read the information specified by the Licensee during registration in the MyCargoCards section under the details of the Licensee.

15.2. Licensor's details:

Individual entrepreneur Gerasimenko Alexander Vyacheslavovich
Republic of Belarus, 223017, Minsk region, Gatovo, st. Metallurgical, 18-1-9.
Company number: 692106602
email: cargocards@gmail.com

BYN

IBAN BY40BLBB30130692106602001001

at JSC "Belinvestbank",

Minsk, avenue Masherova, 29

SWIFT: BLBBBY2X

For non-residents of the Republic of Belarus:

RUB

IBAN BY83BLBB30130692106602001005

at JSC "Belinvestbank",

Minsk, avenue Masherova, 29

SWIFT: BLBBBY2X

USD

IBAN BY40BLBB30130692106602001003

at JSC "Belinvestbank",

Minsk, avenue Masherova, 29

SWIFT: BLBBBY2X

EUR

IBAN BY67BLBB30130692106602001002

at JSC "Belinvestbank",

Minsk, avenue Masherova, 29

SWIFT: BLBBBY2X

Individual entrepreneur
Herasimenka A.V.

A handwritten signature in black ink, appearing to read 'Herasimenka', with a long horizontal stroke extending to the right.