

**TERMS OF USE**  
**on using the capabilities of the electronic platform**

**"SPACECARGO"**

[www.spacecargo.biz](http://www.spacecargo.biz)

**(Agreement of accession)**

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## 1. Basic terms

1.1. Agency agreement - an agreement between the Operator of the electronic platform and the Carrier, according to which the operator is an agent. The agent undertakes, for a fee, to carry out legal and actual actions related to:

- acceptance and accounting of payments under the Application Agreement;

- transfer of payments to the settlement account of the Carrier and / or the Consignor, as well as the return of Payments to the Consignor (in whole or in part).

1.2. Algorithm of work on the electronic platform - the rules for using the SPACECARGO software product in terms of using the search functionality, concluding an agreement and executing a cargo transportation transaction.

1.3. Blocking funds on the Participant's Virtual Account - accounting of funds as means of the Guarantee Collateral for a specific Application.

1.4. Virtual account, Account - an analytical account organized electronically during registration, displayed in the Personal Account, which takes into account such operations as the receipt of funds, their blocking / termination of blocking, as well as various changes in the purpose of payment and debiting.

1.5. Guarantee payment (means of guaranteeing the Application) - funds intended to ensure the obligation to sign the Contract-Application for the Carriage of the Cargo based on the results of the choice of the carrier, the blocking of which is made by the Operator when submitting the Application (for the shipper) and when responding to the Application (for the carrier); the value of the "Order security" field ensures the proper fulfillment of the accepted conditions for the Order.

1.6. Cargo - a material object accepted for transportation in accordance with the established procedure.

1.7. Consignor - a legal entity, an individual entrepreneur or an individual, under the contract for the carriage of goods (Contract-application) acts on its own behalf or on behalf of the owner of the goods and is indicated in the waybill; undertakes to pay the cost of using all or part of the capacity of one or more vehicles provided for one or more flights for the carriage of goods.

1.8. Consignee - an individual or legal entity authorized to receive the Cargo.

1.9. Accession agreement - an agreement for the right to use the software product of the Electronic Platform "SPACECARGO", the terms of which are determined by the Operator in standard forms and could be accepted by the other party only by acceding to the proposed agreement as a whole. Acceptance of the terms of this User Agreement (with all annexes to it) means the conclusion by the parties of an accession agreement, where one party is the Operator, and the other is the person who has accepted the terms of the user agreement.

1.10. Application contract - an agreement between the Shipper and the Carrier, which contains all the necessary and sufficient information about the subject of the contract for carriage, the conditions for the parties to fulfill their obligations under the transaction.

1.11. Application - a document generated by the Shipper on the electronic platform, according to the terms of which the Carrier is selected.

1.12. Personal Account - a personal section of the Electronic Platform, accessible only to registered persons, access to which is carried out by entering a username and password.

1.13. Security payment is a monetary obligation intended to secure monetary obligations under the Application Agreement for the Consignor, and the obligation to compensate for losses or pay a penalty

in case of violation of the terms of the agreement, which arises when the parties conclude the Application Agreement. In the event of the occurrence of the circumstances provided for by the Application Agreement, the amount of the security deposit is set off against the fulfillment of the corresponding obligation (Article 381.1 of the Civil Code of the Russian Federation).

1.14. Operator of the electronic site (Operator) - LLC "MSK LOGISTIC" (INN 7713476740).

1.15. The open part of the electronic site is a publicly accessible section of the site that does not require preliminary registration to work with it, located at the address on the Internet: [www.spacecargo.biz](http://www.spacecargo.biz)

1.16. Carrier - a legal entity or individual entrepreneur who, under the contract for the carriage of goods (Contract-Application), has assumed the obligation to provide the Shipper with all or part of the capacity of one or more vehicles for one or several flights for the carriage of goods, to transport the cargo entrusted by the shipper to the destination and issue baggage, Cargo to a person authorized to receive them.

1.17. Software product (PP) - an electronic platform "SPACECARGO" (Electronic platform) on the Internet at the address: [www.spacecargo.biz](http://www.spacecargo.biz) With the help of the PP, information is exchanged, virtual contact and a guarantee of the execution of the transaction of all participants in the transportation process: Shippers and Carriers.

1.18. Registration - granting to a legal entity or individual entrepreneur the right to use the SPACECARGO electronic platform when registering as a Consignor or Carrier on the Internet site: [www.spacecargo.biz](http://www.spacecargo.biz)

1.19. Electronic platform participant - a person registered on the electronic platform as a Consignor or Carrier.

1.20. Account - a unique login and password created independently during the registration process on the electronic platform or changed later through the Personal Account, used to access the Personal Account when authorizing on the electronic platform.

1.21. Electronic document - information in electronic digital form signed with a simple electronic signature.

1.22. Electronic platform "SPACECARGO" (Electronic platform) is a software product located on the Internet at the address: [www.spacecargo.biz](http://www.spacecargo.biz) with the help of which information exchange, virtual contact and a guarantee of the execution of the transaction of all participants in the transportation process: Shippers and Carriers are carried out.

1.23. ES - electronic signature. Simple electronic signature (hereinafter referred to as simple electronic signature) is the requisite of an electronic document confirming the fact of signing an electronic document by the Participant, which allows identifying a person using a simple electronic signature.

Registration on the Electronic Platform, confirmed by a login and password, is a simple electronic signature, and an electronic document signed using such a login and password is equivalent to a document signed by the participant's handwritten signature.

Enhanced electronic signature (hereinafter - enhanced electronic signature) - enhanced electronic signature within the meaning of the Federal Law of 06.04.2011 N 63-FZ "On electronic signature".

Terms that are not defined in this paragraph may be used in the user agreement. In these cases, the interpretation of the terms is made in accordance with the text and meaning of this agreement. In the absence of an unambiguous interpretation of the term in the text of the user agreement, one should be guided by the interpretation of the terms: first of all - as defined in this agreement, secondly - in accordance with the civil legislation of the Russian Federation.

## 2. Subject of the agreement

2.1. This user agreement is a legally binding agreement between the participant and the operator of the electronic site, according to which the operator provides the participant with services for using the capabilities of the electronic site and its services (hereinafter - services).

2.2. This agreement regulates issues related to the procedure for using the capabilities of the electronic platform "SPACECARGO" on the Internet, as well as participation in it. This agreement contains a description of the functionality of the electronic platform, as well as the conditions and procedure for interaction between participants in the process of using the electronic platform.

2.3. In accordance with Article 435 of the Civil Code of the Russian Federation, this user agreement is an offer addressed to an unlimited number of persons.

2.4. A person who has passed the registration procedure on the electronic platform becomes its participant. Registration on the site is carried out by filling out the registration form and clicking the "Register" button. In accordance with Article 438 of the Civil Code of the Russian Federation, registration is an acceptance of this offer (unconditional acceptance of the terms of this agreement and the expression of consent with all the terms of this agreement).

2.5. The operator of the electronic platform grants the participant the right to use the capabilities of the electronic platform on the website [www.spacecargo.biz](http://www.spacecargo.biz) after registration on this website. Other persons are provided with access to the open part of the electronic platform.

2.6. This user agreement has been developed in accordance with the requirements of the legislation of the Russian Federation and is aimed at regulating the relationship between the operator and the participant, determining their basic rights, duties and responsibilities.

2.7. The fact of acceptance of the terms of this agreement, which is at the same time an accession agreement, means full acceptance of the terms of this agreement and all its annexes in the version in effect at the time of the conclusion of the agreement, as well as all further changes (additions) made to this user agreement (Article 428 of the Civil Code RF).

2.8. Changes (additions) to the user agreement, including annexes thereto, are made by the operator unilaterally. The operator shall notify the participants of the site about amendments and (or) additions to this agreement, as well as the date of their entry into force by posting these changes and (or) additions on the electronic site itself at the address: [www.spacecargo.biz](http://www.spacecargo.biz) not less than 3 (three) days prior to their entry into force, unless such changes (additions) are related to changes in the legislation of the Russian Federation, for which a different entry into force is established. Any changes and (or) additions to this user agreement from the moment of their entry into force apply to all participants of the site who accepted the agreement before the date of entry into force of the changes (additions).

2.9. All applications, changes and additions to the user agreement are its integral part.

2.10. If the current version of the user agreement does not describe certain functions of the electronic platform, this means that the electronic platform in this part operates in a test mode and the operator does not guarantee the correctness and stability of the operation of such functions of the electronic platform.

2.11. The electronic platform does not check the content of the files uploaded by the participants, including for the compliance of the information contained in such files with the information specified by the participant when filling out the electronic forms of documents presented on the electronic platform, or data obtained as a result of calculations performed by means electronic platform in accordance with the algorithm of the software product.

### **3. Rights and obligations of the parties**

3.1. The operator grants the participant the right to use the capabilities of the electronic platform, including:

- the right to read information posted on an electronic site in the public domain;
- the right to publish information on the electronic site;
- the right to use the free service available on the site; the right to search for information available on the site;
- the right to use the services in accordance with the terms of this agreement, the functional and technical capabilities of the electronic site.

3.2. A prerequisite for granting the participant the right to use the electronic platform, in accordance with this agreement, is the acceptance, observance by him and the application to the relations of the parties of the requirements and provisions determined by this agreement and all annexes thereto. The participant undertakes to independently monitor changes in the user agreement. In case of non-observance of this obligation, responsibility, as well as all negative consequences, are borne exclusively by the participant himself.

3.3. In case of disagreement with the new edition of the user agreement, the participant must stop using the electronic platform, and also in writing (by registered mail) or through the electronic service of the platform itself, notify the operator of the refusal to use the electronic platform. If the participant has not notified the operator of his disagreement, it is considered that he agreed with the new edition of the user agreement.

3.4. The operator is obliged:

- comply with the provisions of the current legislation of the Russian Federation, comply with the terms of this user agreement;
- provide the participant with the right to use the capabilities of the electronic platform;
- provide the participant with the services determined in accordance with this agreement, in the amount, within the terms and on the conditions established in this agreement and its annexes, in accordance with the type of such services;
- not to disclose the participant's data specified by him during registration (login and password). The operator is not responsible for their receipt by third parties through no fault of the operator.

3.5. The operator has the right:

- at its own discretion, unilaterally change the cost of providing services;
- in case of violation by the participant of the terms of this agreement:
  - refuse to execute this agreement;
  - suspend the provision of services to the participant for a specified period;
  - restrict the provision of services to the participant for a certain period or without specifying a period;
- at any time require the participant to confirm the data specified during registration and request supporting documents in this regard;
- collect, store, systematize and use information about the participant's activities on the electronic site, in particular, statistics of visits, services rendered, etc .;

- without the consent of the participant to transfer data about him:
  - government agencies, incl. bodies of inquiry and investigation, and bodies of local self-government upon their legal and motivated request;
  - on the basis of a judicial act;
  - to third parties and public organizations at their motivated request in case of violation or alleged violation of their rights;
  - rating agencies to form various ratings;
  - in other cases, stipulated by the legislation of the Russian Federation.
- carry out preventive work in the hardware and software complex of the electronic site with a temporary suspension of the site operation (if possible at night), ensuring the shortest possible site downtime, about which the participant must be notified (if technically feasible).

3.6. The operator cannot guarantee that the participant really is who he appears to be, and also that the information about the participant presented on the electronic site is true. The participant undertakes to independently observe prudence and caution when making transactions and choosing a counterparty. However, the operator will take all possible measures to verify potential counterparties using all legal means.

3.7. The participant is obliged:

- comply with the provisions of the current legislation of the Russian Federation, incl. when providing personal data of other persons for the execution of the terms of this user agreement, as well as to comply with the terms of this user agreement;
- provide accurate, current, complete and true information, as well as periodically update registration data and other information that was provided during registration to ensure its accuracy, relevance and completeness;
- inform the operator about unauthorized access to the personal page and / or about unauthorized access and / or use of the password and login;
- independently exercise control over the changes made to this regulation;
- not to transfer your username and password to third parties. In case of non-observance of this obligation, responsibility, as well as all negative consequences, are assigned exclusively to the participant himself;
- keep secret and not provide other participants and third parties with personal data that have become known to him as a result of communication with other participants and other use of the electronic platform (including, but not limited to, home addresses, phone numbers, email addresses, passport data, banking information) and information about the private life of other participants and third parties without obtaining the relevant prior permission of the latter;
- reimburse the operator for all losses and expenses that the operator has incurred or will have to incur as a result of the participant's violation of the provisions of this agreement.

3.8. The participant is prohibited from:

- provide false information about a legal entity, about yourself, your age or your relationships with other persons or organizations;
- upload, store, publish, distribute and provide access or otherwise use any information that:

- is fraudulent;
  - contains threats, discredits, insults, defames honor and dignity or business reputation, or violates the privacy of other participants or third parties;
  - is vulgar or obscene, contains obscene language;
  - promotes and / or contributes to the incitement of racial, religious, ethnic hatred or enmity, contains extremist materials;
  - promotes criminal activity or contains advice, instructions or guidelines for committing criminal acts;
  - contains information of limited access, including, but not limited to, state and commercial secrets, information about the private life of third parties;
  - and also violates other rights and interests of citizens and legal entities or the requirements of the legislation of the Russian Federation.
- illegally upload, store, publish, distribute and provide access or otherwise use the intellectual property of other participants and third parties;
  - take actions aimed at gaining access to other people's data against the will of the persons to whom they belong;
  - use the electronic platform for advertising purposes, incl. by mass mailing of commercial, political and other advertising or any other type of messages (information) to persons who did not express a desire to receive them;
  - post any other information that, in the opinion of the operator, is undesirable, does not correspond to the goals of creating an electronic site, infringes on the interests of participants or for other reasons is undesirable for posting on an electronic site;

3.9. The participant has the right:

- use for their own, including commercial purposes, information obtained on the electronic site;
- use the free service available on the site;
- use all or part of paid services;
- express your opinion on the forums of the electronic platform and post your information.

3.10. The participant is personally responsible for any information that he posts on the electronic platform, informs other participants, as well as for any interactions with other participants carried out at his own risk.

3.11. Participants have the right to insure their liability, as well as their cargo, which has a positive effect on the participant's rating.

#### **4. Algorithm of work on the electronic site**

4.1. To use the capabilities of the electronic platform, a legal entity, individual entrepreneur or individual needs registration on it. After registration, the person becomes a member of the electronic platform.

4.2. Successful registration of a participant implies acceptance of the terms of this user agreement. After successful registration of the participant, the operator assumes the rights and obligations to him specified in this user agreement.

4.3. A license agreement is concluded with the participant in a simplified manner on the provision of a simple (non-exclusive) license to the participant to use the software product - the electronic platform "SPACECARGO" (Appendix # 1). Under the license agreement, the operator of the electronic platform acts as the licensor, and the participant acts as the licensee. A license agreement concluded in a simplified manner is an accession agreement (Article 1286 of the Civil Code of the Russian Federation). The beginning of using the program (using the services and capabilities of the electronic platform) means the participant's consent to conclude an agreement, in this case the written form is considered to be followed.

4.4. By concluding a license agreement, the participant guarantees that he has taken all the necessary measures to ensure the observance of the rights of persons whose personal data are contained in the documents and information provided (communicated) on the SPACECARGO electronic platform during registration, when changes are made to these documents and information: notified the specified persons about the processing of their personal data, about the purposes and grounds of data processing, as well as about the intended users of the data and received their consent to such processing; provided these persons with information about the person processing their personal data.

The participant undertakes to compensate the operator for losses in the form of real damage if it is proved and established by the court that the participant did not have the right to transfer personal data.

4.5. To start working on the electronic platform, the participant must enter the username and password on the authorization page.

4.6. For the participant - shipper:

4.6.1. To announce an offer for the purchase of transportation services, the consignor must:

- in your personal account, conclude an Agreement on the guarantee provision of the application (Application No. 2);
- form and publish using the electronic platform an application in the form presented on the electronic platform.

4.6.2. When entering into a simplified Warranty Agreement, this agreement is assigned a number and date. When generating an invoice for payment for making a guarantee security, in the purpose of payment of the payment order, the participant must indicate the "Guarantee payment under the guarantee agreement

securing the application No. from. incl. VAT". Otherwise, the specified payment will not be accepted by the operator and will be recorded on the participant's virtual account.

4.6.3. The consignor pays money to the operator's account in the amount of the amount of the application (applications) - a guarantee payment, before choosing a carrier. The consignor has the right to transfer the amount of the guarantee payment in an amount greater than the amount of the application (applications) in order to secure the applications that may be in the future.

The transferred funds of the guarantee payment (means of guaranteeing the application (applications)) are intended to ensure the obligation of the consignor according to the contract-application for the carriage of goods signed following the selection of the carrier.

4.6.4. The funds received by the operator from the shipper of the guarantee payment are reflected in the virtual account of the shipper.

4.6.5. The shipper chooses the carrier in the following ways:

- by responses to the application of an unlimited number of carriers (open selection).

4.6.6. The consignor has the right to establish, when forming the conditions of the application, the need for the persons participating in the selection of carriers to make a guarantee payment to secure the obligation under the contract-application for the carriage of goods signed after the selection. The amount of such payment can be set by the consignor up to 50% of the order amount.

4.6.7. The consignor independently checks and is responsible for the compliance of the information specified by him in the electronic application form and the information contained in the uploaded documentation files.

4.6.8. When an application is generated, it is assigned the "Draft" status.

In order for the status of the application to change to the status "Published" and the application to become available for viewing by other participants, the following conditions must be met:

- the consignor must press the "Publish" button.

4.6.9. The consignor has the right to refuse the application before the deadline for the submission of responses from carriers.

4.6.10. Based on the results of considering the responses of carriers to the application, the shipper selects a carrier and, if confirmed by the carrier, concludes an application contract with him.

4.6.11. When concluding a contract-application and transferring the application to the status "In work", funds in the amount equal to the amount of the application are blocked on the virtual account of the shipper. Funds blocked on the account at the request of the shipper cannot be used to secure other applications.

4.7. For a member carrier:

4.7.1. To submit a response, the carrier must conclude an agency agreement with the operator (Appendix No. 3) and fill out the form offered on the electronic platform.

The conclusion of the agency agreement is carried out by signing an electronic document with a simple electronic signature (confirmation of the consent / signature button in the personal account). In this case, the contract is assigned a number and date.

4.7.2. The carrier has the opportunity at the site to create a response to the shipper's application if the following conditions are met:

- the response is sent before the expiry time for the submission of responses, set in the application of the consignor;
- there are sufficient funds on the virtual account to secure the application for which a response is sent (if this condition is present in the shipper's application).

4.7.3. The shipper's application may provide for the need for a guarantee payment by the selection participant. If the carrier intends to participate in these selections, it is necessary to confirm consent to the conclusion of the Agreement on guarantee provision of the application in the personal account (Appendix No. 4) and make a guarantee payment.

When entering into a simplified Warranty Agreement, this agreement is assigned a number and date. When making a payment under this agreement, in the purpose of payment of the payment order, the participant must indicate the "Security payment under the agreement on the security of the application No. from. incl. VAT". Otherwise, the specified payment will not be accepted by the operator and will be recorded on the participant's virtual account.

4.7.4. The carrier has the right to transfer the amount of the guarantee payment in an amount greater than the amount of the application (applications) in order to secure the applications that may be in the future.

The transferred funds of the guarantee payment (means of guaranteeing the application (applications)) are intended to secure the carrier's obligation according to the contract-application for the carriage of goods signed based on the results of the choice of the carrier.

4.7.5. The funds received by the operator from the carrier of the guarantee payment are reflected in the virtual account of the carrier.

4.7.6. When the carrier sends a response to the application on the virtual account of the carrier, funds are blocked in an amount equal to the amount of security required for the application to which the response is sent. Funds blocked on the account at the response of the carrier cannot be used to secure other applications.

4.7.7. The carrier has the ability to change the terms of the response, incl. the cost of services before the deadline for the submission of responses, established in the application of the consignor.

4.7.8. The carrier has the ability to withdraw the submitted response before the end of the response time.

4.7.9. After withdrawing the response, the participant has the opportunity to re-form and submit a response before the end of the time for submitting responses, set in the application.

4.7.10. Based on the results of considering the responses of carriers to the application, the shipper chooses a carrier. An application contract is concluded with the selected carrier.

4.7.11. In accordance with the agency agreement, the operator generates a monthly agent report and a universal transfer document (UTD) for remuneration for the carrier. The operator's report and FRT will be available to the carrier in the personal account on the electronic platform. At the request of the carrier, the agent's report and FRT are transferred to the carrier in hard copy at the operator's office. By agreement of the parties, the above documents can be sent to the carrier in hard copy.

In the absence of payments in favor of the carrier for the reporting period, the operator is released from the obligation to generate a report and FRT for the carrier.

4.8. The conditions agreed between the consignor and the carrier are drawn up on the electronic platform in automatic mode (contract-application (Appendix No. 5)). The parties to the contract-application confirm their agreement with its terms by signing with a simple electronic signature (selection of the carrier and confirmation by the carrier). The parties have the right to use a strengthened electronic signature when signing.

4.9. Any of the parties has the opportunity to refuse to conclude an application contract by canceling the application or responding to the application. The contract-application can be terminated without penalties by either party no later than 24 hours before the date of shipment, unless a different procedure is established by the contract.

4.10. When signing the contract-application, the security funds in the amount of the cost of the application are transferred to the security deposit under this contract-application, which is reflected in the participant's virtual account. By joining this user agreement, the participants agree that the security deposit made by one of the parties in favor of the other party will not be transferred to the settlement accounts of these persons, but remain with the operator. At the same time, the operator guarantees that in the event of the occurrence of the circumstances stipulated by the application contract, the amounts of the security deposit will be transferred without fail to the relevant participant, against

whose obligation this security deposit is set off. If the security deposit funds under the terms of the application agreement are not transferred against the fulfillment of the obligation, they are subject to unblocking and are subject to accounting as free funds on the participant's virtual account as a means of security for the application (future applications).

4.11. The service of the electronic platform allows the parties to the transaction to control the loading / unloading of cargo and track the movement of the vehicle.

4.12. Upon receipt by the operator from the consignor of the confirmation of the proper fulfillment by the carrier of the terms of the contract-application, the amount of the security payment from the consignor is set off against the fulfillment of the corresponding obligation.

4.13. In case of improper fulfillment by the parties of the contract-application of obligations before the funds are unblocked on the virtual account or written off on a specific application, either party has the right to open a dispute considered by the operator. Based on the results of the consideration of the dispute, the amount of the security payment in the amount determined by the decision on the dispute is set off against the performance of the corresponding obligation.

4.14. The operator transfers funds from the current account to the address of the participant, according to the bank details specified at the time of the conclusion of the application agreement.

4.15. The parties to the contract-application have the right to exchange the final documents on the execution of the contract-application through an electronic platform or using other electronic means of communication, with their obligatory exchange among themselves in originals on paper.

## **5. Registration on the electronic platform**

5.1. Registration on the electronic site is free, voluntary and is made at the Internet address: [www.spacecargo.biz](http://www.spacecargo.biz).

5.2. A legal entity, an individual entrepreneur or an individual intending to register is obliged to ensure the completeness and accuracy of the information specified in the registration form. This information is used unchanged in the automatic generation of documents that form the workflow within the use of the services of the electronic platform.

5.3. The electronic site provides for a moderation procedure - checking the accuracy of the participant's registration information.

5.4. After providing information about the participant, it is necessary to go through a series of verification procedures, namely, to confirm your registration by activating the personal page through a message sent by the operator to the email address or phone number of the participant specified in the registration form, containing an active hyperlink, the transition to which is necessary to confirm registration ... In case of correct sequential execution of all registration actions, a personal page of the participant (personal account) is created.

At the same time, the parties to this agreement acknowledge that e-mail and telephone communication is an unprotected communication channel, and the operator does not guarantee the confidentiality of information transmitted through such a channel.

5.5. In case of confirmation of registration, the information contained in the registration form is entered into the database of the electronic platform.

5.6. The participant acquires full rights to use the services of the electronic platform, subject to filling in all the mandatory fields of the personal account and passing the moderation procedure.

5.7. The database of the electronic platform stores information about all changes made to the data of the registered person in the personal account.

5.8. The participant is responsible for the accuracy, relevance, completeness and compliance with the legislation of the Russian Federation of the information provided during registration and its purity from claims of third parties, incl. when providing personal data necessary for the fulfillment of the terms of the user agreement for yourself and other persons.

5.9. The username and password chosen by the participant are necessary and sufficient information to access the electronic platform and use its services.

Registration, confirmed by a login and password, is a simple electronic signature, and an electronic document signed using such a login and password is equivalent to a document signed by the participant's handwritten signature.

5.10. If the participant has not proven otherwise, any actions performed using his login and password are considered to have been committed by the corresponding participant.

5.11. Registration is canceled if the participant does not use the capabilities of the electronic platform for 720 calendar days continuously. If, after the cancellation of registration, the participants decide to use the electronic platform, they will need to go through the registration procedure again.

## **6. Security for the application, security payment under the contract-application, fulfillment of the obligation**

6.1. This agreement establishes the following types of collateral:

- securing the obligation to select a carrier or consignor for the carriage of goods for both the consignor and the carrier (if there is such a condition in the application);
- security payment under the application contract.

6.2. For the participant-shipper:

6.2.1. To ensure the obligation to sign the contract-application for the carriage of goods based on the results of the choice of the carrier, the shipper, prior to choosing the carrier, undertakes to accept the Agreement on the guarantee provision of the application (Appendix No. 2) and make a guarantee payment to the operator's current account in an amount equal to the amount of the application or in a larger amount;

6.2.2. Based on the selection results, when signing the contract-application, the funds for guaranteeing the application are transferred into a security deposit in favor of the carrier, which guarantees the fulfillment by the consignor of the monetary obligation to pay for the carrier's services under this contract-application. The security payment means remain with the operator;

6.2.3. If the carrier properly fulfills the terms of the contract-application and the operator receives confirmation of such execution from the shipper, the amount of the security payment shall be counted towards the fulfillment of the corresponding obligation. Funds are debited from the virtual account of the shipper within 24 hours. The operator guarantees the transfer of funds from the current account to the address of the carrier, according to the bank details specified at the time of the conclusion of the application contract within two working days from the moment of confirmation of the proper execution of the application contract.

In case of improper execution of the terms of the contract-application, according to the relevant decision of the operator in the dispute, the security deposit funds (in whole or in part) are debited for

transfer to the current account of the other party, or the blocking of the security deposit amount is terminated (in whole or in part) and the funds are recorded on the virtual account, as free funds.

6.3. For a member carrier:

6.3.1. If intending to participate in the selection, where, at the request of the consignor, it is necessary to deposit funds for guarantee security of the application, the carrier must accept the Agreement on the guarantee security of the application (Appendix No. 4) and make a guarantee payment to the operator's current account in an amount equal to the amount specified in the application or in larger size. The goal is to reimburse the shipper for losses in the event that the carrier sends a response, he wins the tender, but evades the conclusion of the contract-application. In this case, the security for the application is sent as compensation to the consignor;

6.3.2. Based on the selection results, upon signing the contract-application, the funds for guaranteeing the application are transferred into a security deposit in favor of the consignor, guaranteeing the fulfillment by the carrier of the monetary obligation to compensate for losses or pay a penalty in case of violation of the terms of the contract-application. The security payment means remain with the operator;

6.3.3. Payment for the carrier's services is carried out when the carrier properly fulfills the terms of the application contract and the operator receives confirmation of such performance from the shipper. The funds of the security deposit from the carrier are set off against the fulfillment of the corresponding obligation under the contract-application. In this case, the operator acts as the guarantor of the transfer of funds from the shipper to the carrier. Funds are debited from the virtual account of the shipper within 24 hours. The operator transfers funds from the current account to the address of the carrier, according to the bank details specified at the time of the conclusion of the application contract within two working days from the confirmation of the proper execution of the application contract.

The blocking of the carrier's funds under the executed application contract is terminated and the funds are recorded on the virtual account as free funds.

In case of improper execution of the terms of the contract-application, according to the relevant decision of the operator in the dispute, the security deposit funds (in whole or in part) are debited for transfer to the current account of the other party, or the blocking of the security deposit amount is terminated (in whole or in part) and the funds are recorded on the virtual account, as free funds.

6.4. The transfer of the guarantee funds to the operator is carried out by transferring funds to the operator's account.

6.5. All funds transferred by the participant to the operator's account are recorded on the virtual account as free funds and credited to the virtual account.

6.6. Funds are blocked subject to the availability (accounting) of the corresponding amount of free funds in the virtual account.

6.7. The operator has the right to dispose of the funds transferred to him by the participants, incl. as collateral and security payment, from the moment they are credited to the operator's account until they are debited from the operator's account. The proceeds received from such an order are the property of the operator. Participants are not entitled to demand from the operator the transfer of the specified income to him.

6.8. Interest under article 317.1 of the Civil Code of the Russian Federation on the amount of funds transferred to the operator, incl. as collateral are not charged.

6.9. The participant has the right to demand a refund of funds within the amount of the remaining free funds recorded on his virtual account, indicating the amount of funds to be returned. The transfer of these funds is carried out from the operator's account to the current account, the details of which are contained in the application for a refund, within two working days from the date the operator receives the corresponding application. In this case, such a write-off is not carried out if the balance of free funds recorded on the virtual account is less than the specified amount.

## **7. Opening and maintaining a virtual account**

7.1. A virtual account for a participant is opened in the operator's internal analytical account.

7.2. The account is used to reflect transactions with funds deposited by the participant to the operator's account in accordance with the guarantee agreement and the terms of this user agreement.

7.3. The account is opened upon confirmation of registration.

7.4. The participant has the ability to monitor the balances and history of account transactions in real time.

7.5. All funds transferred by the participant to the operator's account are recorded on the virtual account as free funds and are credited to the virtual account within 24 hours from the moment the funds are received by the operator.

7.6. In the cases provided for by this agreement, funds are blocked on the account by reducing the balance of free funds with a simultaneous increase by the same amount of the balance of blocked funds.

7.7. Funds are blocked subject to the availability (accounting) of the corresponding amount of free funds on the account. Blocking of funds is carried out until the confirmation of the proper execution of the transaction, the resolution of the dispute by the operator.

7.8. Blocked funds on the account are accounted for separately for each application from the shipper or each transaction for the carrier.

7.9. In the cases stipulated by this agreement, blocking (unblocking is carried out) of funds on the account is terminated by reducing the balance of blocked funds with a simultaneous increase by the same amount of the balance of free funds.

7.10. The transfer (write-off) of funds from one participant in favor of another participant, as well as the operator, is carried out by reducing the balance of blocked funds on the participant's account, while the balance of free funds on the participant's account does not change.

7.11. The return to the participant of funds is accounted for on the account by increasing the balance of free funds, while the balance of blocked funds does not change.

## **8. Documents**

8.1. Agreements between the participating shipper and the operator:

- terms of use;
- license agreement;
- agreement on guaranteeing the application.

8.2. Agreements between the participating carrier and the operator:

- terms of use;
- license agreement;

- agency agreement and reports on it;
- agreement on the guarantee security of the application (with the intention to participate in responses to applications requiring security).

8.3. Agreements between the participating shipper and the participating carrier:

- contract-application and documents of execution (invoice, universal transfer document, act of rendered services, etc.)

## **9. Rating**

9.1. The electronic platform provides a participant's reliability rating based on the operator's own methodology. To calculate the rating, information contained in open sources is used, as well as publicly available data stored on an electronic site.

9.2. The rating assigned based on the calculation based on the methodology is reflected in the information about the participant, which is available to registered persons.

9.3. Any action taken from a personal account by a participant using his account data is considered an action committed by a participant or a person authorized by him and establishes obligations and responsibility for the participant in relation to such actions, including responsibility for violation of this user agreement, the requirements of the legislation of the Russian Federation.

## **10. Conducting a dispute**

10.1. If there is a dispute between the parties to the transaction, any party to the transaction has the right to open a dispute, where indicate the reasons for the dispute with the attachment of relevant evidence (scans of documents, photographs, etc.)

10.2. Funds blocked on the accounts of the participants in the transaction remain blocked until the end of the dispute.

10.3. Under this user agreement, the parties to the dispute agree to grant the operator the right to resolve the dispute. The operator makes a decision on the dispute within 10 working days from the date of the opening of the dispute.

10.4. The operator has the right to request additional information and documents on the dispute from the parties to the transaction, indicating the time frame for submission.

10.5. The presence of a dispute is reflected in the personal accounts of the parties to the dispute, and is taken into account when determining the rating.

10.6. Based on the results of the consideration of the dispute, the claims of one of the parties can be satisfied in full or in part.

10.7. The operator is not a party to the dispute. If a participant disagrees with the decision made by the operator based on the results of the dispute, such a participant has the right to apply with claims to another participant in the transaction in a claim procedure and in court in accordance with the norms of the current legislation of the Russian Federation.

## **11. Cost of operator services and payment procedure**

11.1. The right to use the services of the electronic site is provided under a license agreement free of charge.

11.2. The cost of the operator's services consists of the amount of the agency fee under the agency agreement with the carrier, where the operator acts as an agent. The amount of the agent's

remuneration is calculated from the cost of the application contract concluded by the carrier (principal under the agency agreement) with the shipper and is:

- 10 percent (including VAT).

The operator has the right to change the base cost in accordance with the terms of the user agreement on using the capabilities of the electronic platform, about which the principal is notified in the carrier's personal account. The carrier's consent to the above change, carried out in accordance with the capabilities of the electronic platform, is a necessary and sufficient basis for changing the amount of the agent's remuneration.

11.3. The amount of remuneration payable to the operator (agent under the agency agreement), calculated in accordance with the previous paragraph, is deducted by the operator without acceptance from the funds accepted as payments for the carrier's services at the time of transfer (debiting) of funds from the operator's current account to the carrier.

## **12. Terms of Intellectual Property Rights**

12.1. All objects posted on the electronic site, including design elements, text, graphics, illustrations, videos, scripts, programs, music, sounds and other objects and their selections, are objects of the exclusive rights of the operator, participants and other rightsholders, all rights on these objects are protected.

12.2. Responsibility for violation of exclusive rights:

- the participant is personally responsible for any information that he uploads or otherwise brings to the public (publishes) or with his help;
- the operator has the right, but is not obliged, to carry out a set of measures for the presence of a prohibited use of intellectual property rights and may delete or move (without warning) any information or participants at its sole discretion;
- By posting his information on the electronic site, the participant automatically grants the operator a non-exclusive right to use it by copying, public performance, reproduction, processing, translation and distribution, free of charge.

## **13. The procedure for storing information and documents in electronic form**

13.1. The documents and information submitted by the participants, as well as electronic sites generated using the services in the form of electronic documents, are stored in the site's database for 5 (five) years.

13.2. At the written request of the participant, documents and information can be provided by the operator in the form of certified copies or extracts from the history of transactions recorded on the electronic platform within the framework of the procurement in which the participant took part.

13.3. The operator is not entitled, for any reason, without the prior written consent of the participant, to disclose to third parties, and / or publish, and / or allow the publication of documents and information, except in cases determined by the legislation of the Russian Federation.

13.4. The storage of documents and information is carried out in electronic form on information carriers that ensure the safety of data during the specified period.

13.5. Copying of information from the operational storage of the system to archival media is carried out in accordance with internal documents approved by the operator.

## **14. Responsibility**

- 14.1. The parties to this agreement are responsible for non-fulfillment or improper fulfillment of their obligations in accordance with this agreement and the legislation of the Russian Federation.
- 14.2. A party that has not fulfilled or improperly fulfilled its obligations under the agreement is obliged, at the request of the other party, to reimburse the losses caused to it. The burden of proof lies with the injured party.
- 14.3. The operator is not responsible for the actions of the parties to the transaction (contract-application), which led to improper performance of obligations under such a transaction.
- 14.4. In the event of a dispute, the parties will take all measures to resolve them through negotiations.
- 14.5. If an agreement is not reached as a result of negotiations, these disagreements and controversial issues are resolved in accordance with the current legislation in a claim (pre-trial) procedure.
- 14.6. Notification of one party about the satisfaction of the claim or a reasoned refusal to the claim is sent within 10 working days from the date of receipt of the claim.
- 14.7. If no agreement is reached in the complaint procedure, the disputed issues are referred to the Arbitration Court of the Chelyabinsk Region.
- 14.8. The parties are exempt from liability for full or partial failure to fulfill obligations under the agreement in the event that failure to fulfill obligations was the result of force majeure, namely: fire, flood, earthquake, strike, war, actions of public authorities, the publication of regulatory documents affecting relationship of the parties or actions of other circumstances beyond the control of the parties.
- If any of such circumstances directly resulted in non-fulfillment of obligations within the terms established by the agreement, then these terms are proportionately extended for the duration of the relevant circumstances.
- If these circumstances last more than 1 (one) calendar month, then each of the parties will have the right to take the initiative to terminate the agreement due to the impossibility of its execution. If the parties make a decision to terminate the agreement on the basis named, none of the parties will have the right to compensation for possible losses.
- 14.9. The party that cannot fulfill the obligations under the agreement must promptly, but no later than 10 (ten) calendar days after the occurrence of force majeure circumstances, notify the other party in writing, with the provision of supporting documents issued by the competent authorities.
- 14.10. Failure to notify or untimely notification of the occurrence of force majeure circumstances deprives the party of the right to refer to any of the above circumstances as a basis exonerating from liability for default.

## **15. Procedure for termination of the agreement**

- 15.1. This agreement comes into force for the participant from the moment of his accession to it (acceptance) and is valid for an indefinite period.
- 15.2. If there is reason to believe that when using the account, the provisions of the legislation of the Russian Federation are violated or the right is abused, the operator has the right to block the access of the participant and / or a separate authorized person of the participant to the personal account with the simultaneous termination of the placement and display of his notifications, applications or without it. The operator has the right at any time to block or delete the account (refuse to execute the user agreement) without the possibility of its restoration.

15.3. This agreement can be terminated in the following cases:

- at the initiative of the operator at any time for violation by the participant of the agreement, the legislation of the Russian Federation or at the request of the state authorities of the Russian Federation;
- at the initiative of the participant, while the participant is obliged to notify the operator of the termination of this agreement no later than 10 calendar days before the date of termination of the agreement.

15.4. Termination of this user agreement entails automatic termination of all other agreements and contracts with the operator. Termination of one of the agreements (contracts) with the operator without termination of the user agreement as a whole is not provided.

15.5. The obligations of the parties under this agreement and other agreements with the operator that arose before the termination of this agreement remain until their full execution.

15.6. The funds of the guarantee payment after termination are subject to return to the participant. Other funds (security payment; blocked funds under the application agreement; funds to be transferred to another participant, but not debited from the operator's current account at the time of termination) are non-refundable.

## **16. Final provisions**

16.1. This agreement is governed by and construed in accordance with the laws of the Russian Federation. Issues not regulated by the agreement are subject to resolution in accordance with the legislation of the Russian Federation.

16.2. Any notices under this agreement may be sent by one party to the other:

- using electronic means of communication: a) in your personal account; b) to the email address.

Documents sent by fax or using other means of electronic communication, duly executed and signed within the framework of the implementation of this agreement, are recognized as having legal force;

- by mail with return receipt or courier service with confirmation of delivery.

16.3. Issues not regulated by the agreement and the documents specified in the agreement are subject to resolution in accordance with the legislation of the Russian Federation.

16.4. If, for one reason or another, one or more of the provisions of this agreement are found invalid or unenforceable, this does not entail the invalidity or inapplicability of the remaining provisions.

16.5. Appendices to this agreement are its integral and integral part.

## **17. Operator details**

LLC "MSK LOGISTIC"

INN / KPP 7713476740/771301001 PSRN 1207700269732

Address: 127422, Russian Federation, Moscow, st. Timiryazevskaya, 1, bldg. 2, fl. 2, pom. 2, room. 9

Account 40702810803270003738 in WEST-SIBERIAN branch PJSC BANK "FK OTKRITIE"

Correspondent account 30101810465777100812 BIK 047162812

General Director Yegor Kenzin

Tel. 8 800 550 38 85

Mail: top@spacecargo.ru