CALMS ETP bidding regulation rules policy

I. DEFINITION OF TERMS

1. For the purposes of CALMS Bidding Regulation, the following terms shall apply as follows:

1.1. Website - https://app.calms.com

1.2. Customer is a person (entrepreneur and / or legal entity) who has registered with a computer program CALMS and entered into a license agreement with the operator.

1.3. Invitation - The offer of the customer addressed to the bidder or tenderers to participate in the auction.

1.4. Failure - A functional failure of a computer program that made it unavailable.

1.5. QES is a qualified electronic signature.

1.6. CALMS Computer Program (hereinafter referred to as the Computer Program) is a set of instructions in the form of words, numbers, codes, diagrams, symbols, or any other form expressed in a computer-readable form, in a configuration that drives it for commercial e-commerce. The functional purpose of the computer program is to enable customers to organize bidding. The computer program is hosted on a website on the Internet.

1.7. User - participant or customer.

1.8. Commercial electronic bid (according to the text of the Regulation - bidding) - organized by the customer, through the use of a computer program, the procedure for selection of the participant for the subsequent conclusion of the relevant contract with him. Bidding may include one or more lots.

1.9. License Agreement - An agreement concluded between the operator and the customer under which the customer is licensed to use a computer program.

1.10. Lot (according to the text of the Regulation - lot or subject of bidding) - the subject of bidding, determined by the customer, for which participants are allowed to submit bids.

1.11. Operator-CALMS Air inc., Limited Liability Company, identification code: 61-1802837.

1.12. A personal account is an integral part of a computer program created by every user who logs in to a computer program.

1.13. Complainant is the user who files a complaint with the operator.

1.14. Winner is the bidder whose offer is identified by the customer as the best.

1.15. Offer - offer of the participant concerning the lot submitted by the participant to the customer directly via email..

1.16. Participant is a person (an individual, including an entrepreneur and / or legal entity) who has registered with a computer program and has indicated an intention to bid through a computer program. An individual has the right to participate solely in the auction for sale.

2. For the purposes of this Regulation, the terms used in the plural shall have the same meaning as in the singular.

II. TERMS

2.1. The regulation defines the procedure for using a computer program, the general rules and procedure for organizing bidding using a computer program, as well as the procedure for interaction between users and the operator.

2.2. Users who have registered with the computer program confirm that they have read the Regulation and fully and unconditionally acknowledge it.

2.3. The regulation is obligatory for execution by customers, operator, participants.

2.4. The use of the computer program by users is remotely accessed via the Internet.

2.5. The use of the computer program by the customer is based on the license agreement, the Regulations and other annexes to the license agreement.

2.6. The use of the computer program by the participant is based on the Rules. The regulation grants the tenderer a non-exclusive right to use the computer program solely for the purpose of bidding.

2.7. The computer program operates on AWS servers, around the clock, seven days a week, except for the computer program's functional setup time.

2.8. The operator provides the opportunity to use the computer program and provides free support to users on issues related to the operation of the computer program, by telephone and email indicated on the website, on weekdays from 09:00 to 4:00 pm CET.

III. REGISTER TO COMPUTER PROGRAM

3.1. Each user is required to register for a computer program. Registration is free.

3.2. The authorized person of the user fills in all required fields of the questionnaire electronically.

3.3. In the case of computer program registration procedure, a registration message is sent to the email address of the user specified during registration.

3.4. The registration procedure is completed by the user imposing his QES in a personal account, which is the user's identification.

3.5. Registration of a participant may be canceled by the operator in case of violation of the requirements of the Regulation by such participant.

3.6. The registration of the customer may be canceled by the operator in case of violation of the requirements of the license agreement and / or the Regulations by that customer.

IV. RIGHTS AND OBLIGATIONS

4.1. The operator has the right to:

4.1.1. Check the authenticity of information and documents provided by users when registering and / or using a computer program.

4.1.2. Unregister a user if the user violates the requirements of the Regulations or the license agreement.

4.1.3. Suspend the user's right to use a computer program in the manner prescribed by the Rules.

4.1.4. Ask users for additional information and documents required to register and / or use a computer program.

4.1.5. Make functional computer program settings.

4.1.6. At its sole discretion, modify the functionality, interface, and other properties of the computer program without first agreeing with the users.

4.1.7. To amend the Rules in the order determined by the Rules.

4.1.8. Require users to recover damages.

4.1.9. The exclusive right to interpret the content of the Regulation.

4.1.10. To use impersonal auction data, as well as impersonal data on the results of such auctions, in their business activities, in particular, for statistical purposes, and to transmit such impersonal data to third parties for their processing and publication of the results of such processing.

4.1.11. To improve the experience of using a computer program, to simplify the navigation and optimize the design of a computer program interface, use third-party services to analyze user interaction with the computer program.

4.1.12. Use any hardware and / or software to protect copyright, control use, and prevent unauthorized use of a computer program.

4.1.13. Other rights stipulated by the Regulations, the license agreement and the current legislation of Ukraine.

4.2. The operator is obliged to:

4.2.1. Comply with the regulations.

4.2.2. Ensure the proper functioning of the computer program in the manner prescribed by the Regulations.

4.2.3. Ensure that the computer program is remotely accessible on the Internet.

4.2.4. In cases determined by the Regulations, inform users about the functional settings of the computer program.

4.2.5. Provide the customer with an opportunity to allow the bidders to participate in the bidding on the terms set out in the Regulations and the license agreement.

4.2.6. Ensure computer program information security.

4.3. User has the right to:

4.3.1. Use the computer program in the manner prescribed by the Rules.

4.4. The user is obliged to:

4.4.1. Enroll in a computer program in the manner prescribed by the Rules.

4.4.2. Only provide accurate information and documents when registering and / or using a computer program.

4.4.3. If necessary, independently change the data in your personal account.

4.4.4. Provide access to the personal cabinet only to authorized persons.

4.4.5. Ensure adequate antivirus protection of information / documents downloaded to a computer program.

4.4.6. Do not decompile or disassemble a computer program or part of it;

4.4.7. Do not disclose technology, disconnect, recompile, or otherwise attempt to obtain the source (source) code (code) of a computer program;

4.4.8. Do not use any hardware and / or software for unauthorized use of a computer program.

4.5. The participant has the right to:

4.5.1. Bid submission in accordance with the procedure established by the Regulations.

4.5.2. Use the computer program solely for bidding.

4.5.3. Contact the customer to provide information on the reasons for rejecting his offer by sending an email.

4.6. The participant is obliged to:

4.6.1. Comply with the regulations.

4.6.2. Ensure the confidentiality of information he has learned from using a computer program.

4.7. The customer has the right to:

4.7.1. Organize the bidding in accordance with the procedure established by the Regulations and the license agreement.

4.7.2. Create and place information messages (announcements) about the organization of the auction.

4.7.3. Create and send emails to computer program users.

4.7.4. Post, receive and transmit information and documents electronically when bidding.

4.7.5. Create and send invitations.

4.7.6. Define the format of the submission of proposals.

4.7.7. To determine the winner of the auction.

4.7.8. Determine the currency of the auction.

4.7.9. To allow or not to bid for bidders.

4.7.10. To enter or not to conclude with the winner the relevant contract on the subject of the auction.

4.7.11. Other rights set out in the license agreement.

4.8. The customer is obliged to:

4.8.1. comply with the requirements of the current legislation of Ukraine, the Regulations and the license agreement.

4.8.2. Properly perform the duties specified in the license agreement and the Regulations.

<center>V. TYPES OF BIDS</center>

5.1. By using a computer program, the customer can organize, in particular, the following types of bidding:

5.1.1. Open bidding. Auction.

5.1.2. Closed bidding. Auction.

5.1.3. Auction with a limited list of participants.

5.1.4. Multi-stage closed bidding.

5.1.5. Multi-stage open bidding.

5.1.6. Bidding on a Purchase Rating.

5.2. The list of types of bidding is not exhaustive. The customer, depending on the functionality of the computer program, may organize other types of bidding.

VI. FEATURES OF OPERATING TYPES OF TENDER

6.1. This section of the Regulation sets out the general principles for conducting individual types of bidding. Depending on the functionality of the computer program, the customer can tailor the bidding features to their needs.

6.2. Open bidding. Auction.

6.2.1. Provides a gradual decrease in the price of offers.

6.2.2. Computer software mathematically displays the best (lowest) bid for the lot (s).

6.2.3. Winner information is confidential and inaccessible to other users.

6.3. Open bidding. Market analysis.

6.3.1. Provides the right to submit bids to all participants without displaying the best price mathematically and no obligation of the customer to select the winner.

6.4. Closed bidding. Auction.

6.4.1. Provides the right to bid only bidders personally invited by the customer, and a gradual reduction in the price of bids.

6.5. Auction with a limited list of participants.

6.5.1. Provides the right to participate in the bidding only of bidders, among which the customer has information about the bidding.

6.5.2. E-bidding information is not available to bidders other than bidders.

6.6. Multi-stage closed bidding.

6.6.1. Provides the right to bid only bidders personally invited by the customer, and two stages of holding.

6.6.2. Bidding involves two stages of holding:

6.6.2.1. Market analysis - the stage of bidding, which involves the analysis of the market by the customer, submission of bids by the participants and determination of the bidders by the second stage. Best price is not displayed.

6.6.2.2. Auction - the stage of bidding, which involves a gradual decrease in the price of bids by the bidders selected by the customer.

6.6.3. Information on the results of the bidding stages is automatically disseminated to participants.

6.6. Multi-stage open bidding.

6.6.1. Provides the right to participate in electronic bidding of all participants and two stages of holding.

6.6.2. Bidding involves two stages of holding:

6.6.2.1. Market analysis - the stage of bidding, which involves the analysis of the market by the customer, submission of bids by the participants and determination of the bidders by the second stage. Best price is not displayed.

6.6.2.2. Auction - the stage of bidding, which involves a gradual increase / decrease in the price of bids by the bidders selected by the customer.

6.7. Bidding on a Purchase Rating.

6.7.1. Provides the right to participate in the bidding of all bidders, the gradual reduction of the bid price of bidders and the display of only bidders places in the ranking of bids submitted, without specifying the specific bid price.

6.7.2. Only the position of the bidder in the bid is displayed, the bid price is not displayed.

6.8. Depending on the customer's preferences, invitations can be sent to bidders, automatically by a computer program, or sent by the customer themselves.

6.9. All bidders specializing in the subject of bidding, unless otherwise specified by the contracting authority or the Regulation, have the right to bid.

6.10. Unless otherwise specified by the customer, the number of offers is unlimited.

6.11. Bidding information is accessible to all participants, unless otherwise specified by the customer or the

Regulations.

6.12. The term of the auction shall be specified by the customer in the invitation and may be displayed in the computer program, unless otherwise specified by the customer. Bidding end time is 15 hours. 00 minutes on the last day of the event, unless otherwise specified by the customer.

6.13. According to the results of the bidding, the customer is not obliged to determine the winner and enter into an appropriate contract with them on the subject of the auction.

<p align="center">VII. FUNCTIONAL SETTINGS</p>

7.1. Functional settings of the computer program are made by the operator at his sole discretion.

7.2. The operator notifies users of the scheduled functional setup of the computer program 1 (one) day before its start by posting a corresponding message on the website.

7.3. Unscheduled functional settings due to failures are made by the operator at his sole discretion without notice to users.

7.3.1. Fault classification:

 7.3.2. Approximate term of elimination by the failure operator:

<p align="center">VIII. RESPONSIBILITY</p>

8.1. The users are responsible for the non-compliance or improper implementation of the Regulations established by the Regulations and / or the license agreement.

8.2. The Operator shall not be liable for any failure to execute, default or improper performance of the contracts concluded by the users as a result of tenders organized by the customer using a computer program.

8.3. The parties to this agreement and / or the respective users are solely responsible for the non-execution, non-performance or improper performance of the contracts concluded by the users as a result of auctions organized by the customer using a computer program.

8.4. The operator assumes no responsibility for the accuracy of the information and / or documents provided by the user when registering and / or using the computer program.

8.5. The sole responsibility for the accuracy of the information and / or documents provided by the user when registering and / or using the computer program is the responsibility of the user who provides such

information / documents.

8.6. The Operator shall not be liable for any damages and / or losses and / or damages incurred by the user due to the presence of inappropriate software and hardware necessary for the use of the computer program, namely:

8.6.1. lack of a computer user with the necessary set of software and software capabilities to use the computer program;

8.6.2. limitations and settings that do not allow the user to make full use of the computer program;

8.6.3. the inability to use a computer program due to the infection of the user's computer hardware with malicious programs, including viruses;

8.6.4. deficiencies in the operation of the network infrastructure that made it impossible to make full use of the computer program;

8.6.5. deficiencies in network systems and restrictions imposed by the user provider, as well as malfunctions in the hardware and software complex of the user provider, which led to unregulated and unforeseen disconnections of the user from the Internet and did not allow the user to make full use of the computer program.

8.7. The operator shall not be liable for any damages and / or losses and / or damages suffered by the user, if the cause was:

8.7.1. ignorance, failure or improper fulfillment by the user of the requirements and procedures laid down in the Regulation, which led to the user accepting obligations to others and adversely affecting the business reputation of the user;

8.7.2. improper storage and transfer of the user login and password to enter the user's personal account, which led to the user accepting obligations to others;

8.7.3. actions taken on a computer program on behalf of a user.

8.8. The operator is not responsible for:

8.8.1. user actions that are contrary to applicable Ukrainian law and / or license agreement and / or regulation, which caused damage to third parties or led to any other negative consequences for third parties;

8.8.2. actions taken in the computer program by third parties that are contrary to the current legislation of Ukraine and / or the Regulations which have caused damage to the user or have led to any other negative consequences for the user;

8.8.3. conclusion / non-execution and / or performance / non-performance of contracts concluded as a result of organized bidding;

8.8.4. for any action taken in a computer program through a user's personal account;

8.8.5. dissemination of information to the user, resulting in its disclosure to third parties who have used or may use it to harm the user;

8.8.6. a description of the lot, the terms of its sale and the content of the advertisement placed in the computer program;

8.8.7. the size of the bid submitted by the bidder.

8.9. Any action taken by a computer program by a user using his personal account and / or the email addresses specified in his personal account shall be deemed to have been committed by the user and shall have the corresponding legal effects.

IX. CONFIDENTIALITY OF INFORMATION

9.1. Information made known to users as a result of using a computer program is confidential and may be disclosed to users in accordance with the procedure established by the current legislation of Ukraine.

9.2. Users are responsible under the current legislation of Ukraine in case of unauthorized disclosure of confidential information.

9.3. Users are required to protect the information they become aware of when using a computer program.

X. PERSONAL DATA

10.1. By registering in a computer program, users, in accordance with the Law of Ukraine "On Protection of Personal Data", give the operator unconditional consent to the collection, storage, processing and use of personal data in order to fulfill the obligations of the operator under the license agreement and the Regulations.

XI. COMPLAINT HANDLING

11.1. The user has the right to complain to the operator about the actions or omissions of another user, which led to violation of the provisions of the Regulation. The complaint must be reasoned, accompanied by evidence to support the complainant's allegations.

11.2. The complaint can only be submitted electronically and must contain the complainant's QES.

11.3. As a result of the complaint, the operator may decide to suspend the user's right to use the computer

program, or leave the complaint unsatisfied.

XII. AMENDMENTS TO THE REGULATION

12.1. The Operator has the right to unilaterally amend the Regulation by notifying the users by sending the corresponding message to the user's personal account 5 (five) calendar days before the new version of the Regulation is published.

12.2. The new version of the Regulation shall enter into force on the day of its publication on the website, unless otherwise specified by the operator.

12.3. The provisions of the Regulations are binding on all users, including those who have registered with the computer program prior to the publication of this revision.

XIII. FINAL PROVISIONS

13.1. The invalidity of any provision of the Regulation shall not cause its other provisions to be invalid.

13.2. Participants use a freeware computer program.

13.3. The Bidder may use the computer program for its functional purpose only in the following ways: to submit bids, as well as to perform other actions necessary for submitting the bid, electronically for the purpose of bidding.

13.4. The Customer has the right to use the computer program for its functional purpose in the following ways: to create, place, publish and exchange information electronically for the purpose of bidding, to take other actions necessary for the organization of bidding in accordance with the procedure established by the Regulations and / or the license agreement.

13.5. Registering with a computer program does not give rise to any property and / or non-property rights to the computer program by the user, except as otherwise provided in the Regulations and / or the license agreement.

13.6. Registration in a computer program does not give rise to the user any proprietary and / or non-proprietary rights to use the intellectual property owned by the operator and / or third parties, unless otherwise specified in the Regulations and / or the contract.