**PUBLIC OFFER**

**for granting the right to use the software product Automated Interactive System “OPTIMIZATION OF RESOURCE PLANNING FOR FOREIGN ACTIVITY”, posted on the website eximerp.uz**

1.1. “EXIM ERP” Limited Liability Company represented by Director Khasanov M.M., hereinafter referred to as the **“Copyright Holder”**, hereby grants to legal entities and individuals accepting this offer by performing the actions specified below (hereinafter referred to as the **“User”**) the right to use the software product **Automated Interactive System “OPTIMIZATION OF RESOURCE PLANNING OF FEA”** (hereinafter - AIS “EXIM ERP”), which includes an electronic platform for interactive services for customs clearance of goods of foreign economic activity of the Republic of Uzbekistan, database processing, information retrieval and electronic reference systems AIS online mode, as well as the functionality of the site [http://](https://nrm.uz/)www.eximerp.uz (hereinafter referred to as the Site) in accordance with the following conditions. Copyright Holder and User are hereinafter collectively referred to as the **“Parties”**, and individually a **“Party”**.

1.2. Acceptance, i.e. full and unconditional acceptance of all the terms of this Offer and all its annexes is considered the moment the User confirms this Offer and starts using interactive services using a personal certificate (key) of the EDS.

1.3. The text of this Offer is posted on the website at [http://](https://nrm.uz/)www.eximerp.uz.

1.4 The public offer is sent to Users in accordance with Article 367 of the Civil Code of the Republic of Uzbekistan.

1.5. Proper acceptance of this offer in accordance with Article 370 of the Civil Code of the Republic of Uzbekistan is the acceptance of its terms by a third party in the following order and conditions. After acceptance of this offer, it takes the force of the contract and is subject to compliance by the parties.

1.6. Being guided by the Act of the Republic of Uzbekistan on electronic document management, the Parties shall agree and equate this Offer to the document confirming agreement ) on paper and confirm the same legal force equal thereto.

**2. SUBJECT OF THE OFFER AND PROCEDURE OF PAYMENTS**

2.1. The Copyright Holder grants the right to use the AIS “EXIM ERP” from the moment the User confirms with his EDS key the start of using interactive services. Payment for the use of the AIS “EXIM ERP” is made in the amount, manner and terms specified in the invoice for payment issued for each application.

2.2. After reviewing the terms of this Offer and agreeing to them, the User confirms the readiness to use the AIS “EXIM ERP” with his EDS key and goes to his personal account, in which he fills in information about the email address, contact phone number, as well as identification data and puts the symbol in a special field under the heading “I agree with the terms of the Offer”.

2.3. Then the User creates an application for customs clearance of goods when opening the dialog box for attaching documents, fills in the required fields and attaches the documents, and then sends them for consideration. From this moment on, the terms of this Offer are considered accepted by the User, and the provisions specified in the text of the Offer become binding on the Parties.

2.4. The system checks the completeness of documents, calculates all customs clearance works (including verification of TN VED codes, calculation of customs payments, preliminary cost of issuing certificates, cost of services depending on their type) and issues a draft invoice for review to the User.

2.5. In case of disagreement, the User rejects the draft account.

2.6. If the User agrees with the amount of the draft account, the system generates an invoice for payment indicating the amount, procedure and timing of the payment.

2.7. After the receipt of the User’s funds to the settlement account of the Copyright Holder, AIS “EXIM ERP” sends a cargo customs declaration to the customs authority and, depending on the result of the check by the risk management system, within a period of 1 to 48 hours, the User is given the opportunity to upload in his personal account a fully executed in a legal regarding the document.

2.8. All actions related to the use of the Copyright Holder’s service on behalf of the User performed after entering the personal account, by correctly entering the login and password on the Site, are considered to be performed by the User, except for cases when the User, in the manner prescribed by this Agreement, notified the Copyright Holder of an unauthorized access to the Service and/or any breach of the confidentiality of your password.

2.9. The User is obliged to immediately notify the Copyright Holder by phone number or e-mail address indicated on the website of any case of unauthorized access to the Copyright Holder’s service using the User’s personal account and/or any violation (suspicions of violation) of the confidentiality of his password. For security purposes, the User is obliged to independently carry out a safe shutdown under his account (the “Exit” button) at the end of each session of working with the service.

**3. RIGHTS AND LIABILITIES OF THE PARTIES**

3.1. The user has the right during the period of use of the AIS “EXIM ERP”:

3.1.1. Receive clarifications on technical issues from the Copyright Holder;

3.1.2. Change the e-mail address and contact phone number, as well as identification data in the personal account.

3.2. The User shall:

3.2.1. Timely and in full pay for the interactive services of the Copyright Holder;

3.2.2. Accept the result of the rendered interactive services and issue invoices and/or acts of work performed within three days;

3.3. The User may not upload, send, transmit or in any other way place and/or distribute any materials containing viruses, files or programs designed to disrupt, destroy or limit the functionality of any computer or telecommunications equipment or programs, for unauthorized access, as well as serial numbers for commercial software products and programs for their generation, logins, passwords and other means for obtaining unauthorized access to paid resources on the Internet, as well as posting links to the above information. In any other way violate the norms of the legislation of the Republic of Uzbekistan.

3.4. The Copyright Holder has the right to change the terms of the public offer by publishing notices of such changes on the website at least 10 (ten) working days before the changes come into force. At the same time, the Copyright Holder confirms that the changes made to the terms of the public offer do not cancel the terms of the previous edition of the public offer previously accepted by the User.

3.4.1. The Copyright Holder has the right to temporarily suspend the provision of interactive services to the User for technical, technological or other reasons that impede the provision of services, without any penalties and without compensation for losses, for the period of elimination of such reasons and the implementation of unscheduled preventive and repair work.

3.4.2. The Copyright Holder has the right to suspend the provision of interactive services unilaterally out of court if the User violates other obligations assumed in accordance with the Offer.

3.4.3. The Copyright Holder has the right to transfer the AIS “EXIM ERP” with all its services and content, including the personal information of the Users, to its successor under contracts or other grounds.

3.5. The Copyright Holder is obliged during the period of granting the right to use:

3.5.1. Maintain up-to-date database and site functionality;

3.5.2. Undertakes to use the User’s confidential information provided or become known in the course of interaction solely for the purpose of providing interactive services, to ensure its confidentiality and not to disclose it to any other third parties, except in cases where the obligation to such disclosure is established by applicable law, a court decision that has entered into force or at the request of authorized state bodies;

3.5.3. When contacting the User, provide clarifications on technical issues.

**4. INTELLECTUAL PROPERTY**

4.1. The Copyright Holder guarantees that he owns the property rights to the AIS “EXIM ERP”.

4.2. The user is granted a non-exclusive right to use, which includes the use of databases for their own needs, as well as the functionality of the site.

4.3. It is not allowed for the User to use for commercial purposes the author’s reviews, comments, recommendations and other explanatory materials contained in the databases and on the website.

**5. PERSONAL DATA**

5.1. Taking into account that the information contained in the EDS key, as well as provided by individuals in accordance with this paragraph, belongs to the category of personal data, the User-individual provides his unconditional, specific, informed and conscious consent to the Copyright Holder for the collection and processing of his personal data as on paper media, and in electronic format (in arrays and/or databases) with and/or without the use of automation tools for collecting, recording, systematizing, accumulating, storing, clarifying (updating, changing), extracting, using, transferring (distributing, provision, access, including when entrusting the processing of personal data to third parties) for the following purposes:

- consideration of the possibility of providing access to the Site;

- verifying the accuracy of the information specified by the User-individual;

- fulfillment by the Copyright Holder of the obligation to store and record primary documents used in accounting within the time limits established by the legislation of the Republic of Uzbekistan;

- transfers by the Copyright Holder to the customs authorities when rendering interactive services;

- other purposes that are established (may be established) by the legislation of the Republic of Uzbekistan.

5.2. An individual user confirms that personal data is any information relating to him, recorded on electronic, paper and / or other tangible media, which may contain (including, but not limited to):

**i)** information required for filling out questionnaires/data, as well as for proper identification/authentication/authorization: last name, first name, patronymic; citizenship; details of the identity document; TIN; PINFL; INPS; date and birth data; floor; photo/video; signature (handwritten and digital); biometric data; prints, facsimiles, algorithms, codes (numeric, alphabetic, symbolic and combined), words, identifiers or identification codes and other data used for identification/authentication/authorization;

**ii)** information necessary to maintain communication, as well as identification/authentication/authorization: place of residence, place of actual location (stay), place of work and position; phone number (home, work, cell), email address; information contained in the address certificate, etc.;

**iii)** bank card numbers;

**iv)** other information required by the Copyright Holder for its interaction with database operators, counterparties, third parties.

**6. ANTI-CORRUPTION UNDERTAKING**

**6.1. The parties declare that: - The parties, their affiliated (related) persons and employees, in the course of fulfilling their obligations under this Offer, will not commit actions / inactions that entail a violation of the requirements of the current legislative documents of the Republic of Uzbekistan in the field of combating corruption and/or are of a corrupt nature, including ( but not limited to) giving or promising a bribe, bribery, extortion, direct or indirect consent to receive a bribe. - The Parties, their affiliated (interrelated) persons and employees refuse to stimulate in any way the employees or authorized representatives of the other Party, including by providing money, gifts, providing free services to them or performing work aimed at ensuring the fulfillment of this an employee or an authorized representative of any actions/inactions in favor of the Party stimulating him.**

**6.2. If a Party suspects that a violation of the provisions of the anti-corruption clause has occurred or may occur, the relevant Party undertakes to notify the other Party about this, and if there is irrefutable evidence of a violation of the norms of the legislation of the Republic of Uzbekistan in the field of combating corruption, also the authorized bodies in the manner established by the current legislation.**

**7. RESPONSIBILITY OF THE PARTIES**

7.1. For non-fulfillment or improper fulfillment by the Parties of the terms of this Offer, the guilty Party is subject to liability in accordance with the Civil Code of the Republic of Uzbekistan, the Law of the Republic of Uzbekistan “On the legal framework for the activities of business entities” and other legislative acts of the Republic of Uzbekistan.

7.2. The Copyright Holder shall not be liable to the User for:

7.2.1. inability to access the site due to failures in the operation of the User’s telecommunications network; malfunctions in the software installed on the User’s computer and other phenomena, including malicious and potentially dangerous software (viruses) that prevent stable access, do not depend on the Copyright Holder;

7.2.2. use, non-use or improper use of information contained in the databases of the AIS “EXIM ERP”, as well as on the website, for the resulting consequences, including losses, including lost profits;

7.2.3. loss by the User of the password, both from his e-mail address and the password that provides access to the AIS “EXIM ERP”, as well as the possible selection by third parties of the password to the User’s personal account, as well as the consequences associated with the disclosure of the password intended to gain access to the personal cabinet to third parties.

7.3. The Parties recognize the use of cryptographic information protection tools, software, hardware and organizational information security measures sufficient to ensure the confidentiality and integrity of information and the impossibility of falsifying it when organizing electronic document management.

7.4. The User acknowledges and confirms that the Copyright Holder is not responsible for any financial, legal and other consequences arising directly or indirectly from the User’s relationship with the customs authorities through the exchange of electronic documents through the EXIM ERP AIS and the content of the electronic documents transmitted by the User.

7.5. The User is solely responsible to the customs or other authorized bodies and financial institutions (organizations) for the reliability and correctness of the data in the electronic documents submitted by the AIS “EXIM ERP” for the provision of interactive services, since the Copyright Holder is not obliged to control or verify the accuracy of transmitted, received and stored electronic documents, and electronic messages, as well as their compliance with the law.

**8. FORCE-MAJEURE CIRCUMSTANCES**

8.1. The parties shall not be responsible for non-performance or improper performance of obligations hereunder, provided that it is proved that this was due to force majeure that have arisen after the conclusion of the agreement as a result of extraordinary events which the Parties could neither foresee, nor prevent by reasonable means, and the parties have taken all measures possible and depending on them to carry out their duties. The force majeure circumstances shall include: military actions, impact of forces of nature (earthquake, flood, etc.), decisions of public authorities.

8.2. The Parties shall notify each other of the occurrence of force majeure within 3(three ) working days of their occurrence via electronic communication..

8.3. In the event of force majeure, the period of performance of the obligation hereunder shall be prolonged to the period during which such circumstances and their consequences are in force.

8.4. If the Party does not comply with the requirements established by clause 8.2. of this offer, she is not entitled to refer to the occurrence of force majeure circumstances and demand exemption from liability.

8.5. If force majeure circumstances continue for more than 30 (thirty) calendar days, then each of the Parties has the right to refuse further fulfillment of obligations, and in this case, neither Party has the right to demand from the other Party compensation for losses caused by the termination of this offer.

8.6. After the termination of the force majeure circumstances, the Party is obliged to notify the other Party in the manner similar to that specified in clause 8.2. of this offer.

**9. VALIDITY OF THE OFFER**

9.1. The relations of the Parties come into force from the moment of acceptance of the Public Offer (clause 1.2.).

9.2. This Offer is terminated:

6.3.1. under agreement of the parties;

9.2.2. in case of early termination in accordance with the current legislation of the Republic of Uzbekistan, as well as in case of unilateral refusal of one of the Parties to fulfill obligations. At the same time, the Party that has come forward with such an initiative must notify the other Party 15 calendar days before the expiration of the period for granting the right to use the EXIM ERP AIS.

**10. FINAL PROVISIONS**

10.1. The public offer and its annexes are official documents and are published on the website.

10.2. Disputes arising out of Agreement shall be settled by means of negotiations. If no agreement is reached, the dispute is referred to the competent state court at the location of the Copyright Holder.

10.3. In case of universal succession or other transfer on the basis of the law of rights and (or) obligations to other persons, the Parties shall notify each other of this by electronic communication without fail within three working days from the date of such transfer. At the same time, the notifying Party (its successor) is obliged to indicate the grounds for the transfer of rights and (or) obligations and attach copies of documents reliably confirming this.

10.4. The headings of the articles and clauses of this Offer are for convenience only and do not affect the interpretation of the articles and clauses themselves.

10.5 In cases not provided for by this agreement, the Parties are guided by the current legislation of the Republic of Uzbekistan.

**11. ADDRESSES, OTHER DETAILS OF THE COPYRIGHT HOLDER**

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CCAA 62010 Computer programming activities

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