

This License Agreement (hereinafter - the **"Agreement"**) regulates the relationship between Grabalyuk Alexander Sergeevich (resident of the Republic of Belarus, registered in the Unified State Register of Legal Entities and Individual Entrepreneurs at 491302715), the owner of the Site, located at: **www.cylind.space** (hereinafter – the **"Site"**) and the owner of exclusive rights to the Products, hereinafter referred to as the "Administration", on the one hand, and the Site user registered in the prescribed manner on the Site, who expressed a desire to use the Site's services, hereinafter referred to as the **"User"**, took (accepted) the public suggestion (offer) on the conclusion of the Agreement, on the other hand.

The Agreement is a public offer (clause 2, article 407 of the Civil Code of the Republic of Belarus). The Agreement is considered concluded from the moment of acceptance by the Administration (acceptance by the User) of the terms of the offer. The offer is accepted when the payment is received by the Administration from the User for the purchase of Products on the terms of the selected Subscription Plan.

In case of disagreement of the User with the Agreement as a whole and (or) in any part of it, the User must cease all use of the Site.

The Administration has the right at any time to make changes and (or) additions to this Agreement. The Administration has the right to unilaterally make changes to the Agreement by posting changes on the Site. The changes come into force from the moment of publication, unless another term for the entry into force of the amendments is determined further upon their publication.

In accordance with this Agreement, the Administration grants to the User on a reimbursable basis a non-exclusive right to use the Product without the right to transfer to third parties. The Administrator allows the use of the Product subject to the consent of the User with the provisions of the Agreement specified below. The User who does not agree with the terms of this Agreement is not entitled to use the Products. The moment of granting the right to use the Product and confirmation of proper fulfillment of Administration's obligations is the moment of receipt of the User's payment for the Subscription Plan selected by the User. The Administration has the right to draw up an act of transfer of rights individually.

Products are intended to be used for the following purposes:

- personal use;
- 3D visualization/visualization, representing architecture, landscape design, urban planning, interior design, etc;
- demonstration of the original or copy of a digital file directly on the screen with the help of technical means or without their use to an indefinite circle of persons.

The territory in which the right to use the database is granted is the territory of the all countries in the World.

1. Terms and Definitions.

Product – license rights to digital files that contain images. Products are available for each registered user.

User – any individual or legal entity registered at **www.cylind.space**

2. Rights and obligations of the Parties.

2.1 The Administration has the right to:

- 2.1.1. all property and personal non-property rights to the Products;
- 2.1.2. retain all rights granted by this Agreement to the User not expressly;
- 2.1.3. modify this Agreement unilaterally.

2.2. Administration is obliged to:

- 2.2.1. ensure the implementation of the rights transferred to the User under this Agreement.

2.3. User has the right to:

- 2.3.1. use the Products for the purposes and on the terms specified in this Agreement.

2.4. User is not allowed to:

Sell or distribute free of charge any of the CYLIND products in both modified and unchanged form (as a picture, a website theme, a set of digital graphics, etc.).

Products may not be used (under any circumstances) or linked to an obscene, pornographic, fraudulent, libelous, copyright infringement, immoral, or illegal product. The User is solely responsible for all legal consequences of any such use.

Use the Products in any way that violates CYLIND's intellectual property rights.

Downloaded content can only be used in images created during an active subscription. If you choose not to renew a monthly or yearly subscription your rights to use the content of the cylind.space website in new images ends at the end of the subscription.

3. License fee.

3.1. The User pays to the Administration on the terms of 100% prepayment a license fee for the right to use the Product in the amount and in accordance with the terms of the Subscription Plan selected by the User. The cost of the Subscription Plan includes all mandatory payments and taxes paid by the Administration in accordance with the legislation of the Republic of Belarus. If in the territory of the state where the User is a resident, payment of any taxes and other obligatory payments is provided for, then the User shall pay them independently.

3.2. Subscription plans with a description of the scope and duration of the granted license rights are posted by the Administration on the Site. The Administration has the right to unilaterally change the existing Subscription Plans at any time by updating the information on the Site. The terms of the Subscription Plan paid by the User are not subject to change.

3.3. License fee is paid in cashless form on the basis of invoices issued by the Administration and located in the user's personal account in one of the following ways:

3.3.1. transfer of funds to the current account of the Administration;

3.3.2. online payment using bank payment cards, payment services provided for by the legislation of the Republic of Belarus.

Bank fees for the transfer of funds are paid by the User.

4. Duration of the Agreement.

4.1. This Agreement comes into force from the moment of the User's registration and/or download of any products from the Site and is valid for the entire duration of the User's legitimate use of the Products;

4.2. This Agreement is terminated at the time of termination of the User Agreement. In this case, the parties agreed on the following procedure for the return of funds:

In case of termination of the User Agreement by virtue of the grounds stipulated in clause 6.1.2. and 6.1.4., the cost of the Subscription Plan paid by the User is not refundable to the User.

In case of termination of the User Agreement due to the grounds stipulated in Clause 6.1.3., the Administration shall refund the funds in proportion to the period of use of the Subscription Plan no later than 15 (fifteen) working days from the date of termination of the Agreement.

4.2.1. The Administration has the right to unilaterally refuse to perform this Agreement if the User does not comply with its terms and restrictions. At the same time, the cost of the Subscription Plan paid by the User is not refundable to the User.

4.2.2. On the initiative of the Administration, with an explanation of the reasons unilaterally by sending a notice of unilateral refusal to perform the Agreement to the User by e-mail in 2 (two) working days before the termination of the Agreement. In this case, the Administration undertakes to return to the User the cost of the Subscription Plan in proportion to the date of its use no later than 15 (fifteen) working days from the date of termination of the Agreement.

4.2.3. In case of termination of any of the Parties of the User Agreement in accordance with the grounds stipulated therein.

Upon termination of this Agreement by any party and for any reason the User is obliged to stop using the Product completely.

5. Responsibilities of the Parties.

5.1. Administration responsibility and guarantees:

5.1.1. The Administration does not assume and does not imply any warranty obligations;

5.1.2. To the greatest extent permitted by applicable law, under no circumstances shall the Administration be liable for any special, incidental, indirect or consequential damages or losses (including, but not limited to the above, lost profits, losses caused by the loss of confidential or other information damage to health, violation of privacy, non-performance of any obligation, including the obligation to act in good faith and with reasonable care, damages caused by negligence, any other damage and other loss of property or other nature) arising from the use or inability to use the Products, as well as with any other provisions of this Agreement.

5.2. Responsibility of the User.

5.2.1. Use, distribution and reproduction (copying) of the Product and any of its parts in violation of the terms of this Agreement, as well as any violation of the exclusive rights of the Administration is punishable by law. Applicable law to this Agreement is the law of the Republic of Belarus.

6. In all other respects not stipulated by this Agreement, the Parties shall use the provisions of the User Agreement and the legislation of the Republic of Belarus.

Details of CYLIND:

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