User Agreement

1. This agreement (further, Agreement) is a formal offer of FP Technologies Ltd, company number: 12112178, with its registered office and location at: 20-22 Wenlock Road, London, the United Kingdom, N1 7GU (further, the Company) and addressed to all concerned persons having attained the legal age of majority, which accept the terms and conditions hereof (further, a User). The agreement may not and shall not be concluded with the persons not reached the capable legal age.
2. Capitalized terms and definitions used in the Agreement have the meaning assigned to them in the Company legal documents published on <http://rcinfo.legal>
3. Provisions of all the Company legal documents apply to the relations between the Parties to the Agreement to the full extent. By accepting the formal offer, the Client accepts the provisions of the Company legal documents unconditionally and to the full extent, agrees to be bound by them and commits to strictly abide by them.
4. The purpose of this Agreement is to develop and improve the Ecosystem, develop and promote the Platform and Software, improve the quality of the Company services, increase the sales of goods, works, and services of the Partners, and develop their loyalty programs, expand the number of Members using the Platform.
5. Conclusion of this Agreement (accept of this offer) is made by means of initial registration as a User at the Website <http://rc.cash>.
6. By entering this Agreement, the User is granted by The Company with a non-exclusive, non-transferrable, not limited with terms of use and not limited with territory of use right to use the “User’s account” software (further, “the Software”), all rights for which are the property of The Company. The rules and limitations of use of the Software are settled by the legal documents of the Company, published at the Website <http://rcinfo.legal>.
7. If it is required by the conditions of this Agreement and The Company Legal documents, a User shall pay the license fee for use of the Software subject to terms, conditions and in amount, provided by the Tariffs, published at the <http://rcinfo.legal>.
8. The license fee paid by a User is non-returnable. The Parties agreed that the loose of intention or interest to use the Software by a User is not a reason to request a return of the license fee. However in a cases of license fee payment as a result of an unintentional bona fide mistake, or a crime committed by third parties obtained unauthorized access to User’s payment instruments or personal data without any User’s fault in that, or in any similar cases, the Company may consider and resolve the question of license fee return.
9. Having entered into this Agreement and using the Platform, a User obtains possibilities and options to, under conditions of the Company Legal documents:
	1. To become the Member of the Ecosystem with all relevant rights,
	2. To purchase goods, services and works of Partners – Members of the Ecosystem, in accordance with the rules and provisions of their Loyalty programs, including the right to obtain Cashbacks as a return of a part of initial purchase price,
	3. Purchase the Company paid services,
	4. For fee (if it is provided by the Legal documents of the Company and by User’s tariff):
* Promote the Ecosystem and it’s Members among legal entities and natural persons, known to a User,
* attract the new potential Users.

10. A User performs actions listed in section 9.4, independently and at own option, in manner not prohibited by law, and in accordance with The Company legal documents and applicable laws.

11. The fee under section 9.4 and terms and conditions of a payment are settled by The Company under its own discretion in the Company legal documents.

12. the Company pays the Cashback to a User acting as an agent of a Partner (merchant) on the basis of an agreement concluded with such merchant and subject to the terms and conditions of the merchant’s Loyalty Program and The Company legal documents.

13. By entering this Agreement a User provides the Company to act under User’s assignment and on User’s behalf in purposes of obtaining a Cashback, including the following: to communicate with the Merchant, obtain a transaction information which is a basis for Cashback, receive the funds at the Merchant which constitute a Cashback funds, and to transfer the Cashback to a User by means of an engaged payment service provider using a payment details provided by a User.

14. A User agrees that by entering this Agreement a User provides the Company an unconditional right to:

* keep records of the Cashback payable to a User in conventional units RC used in the internal accounting system of the Company, in accordance with the conditions and rules of calculation and accounting stipulated by the Company legal documents,
* set off the Company liabilities to a User (payable Cashback), as well as User’s liabilities to the Company (payable license fees, goods and fee-based services including advance payments) using the Software.

15. A User agrees, that reconciliation of payments and exchange of documents with the Company (if applicable) take place in the account using the “User’s account” Software through demonstration of the requested details in respective tabs of the account, in which case the Parties recognize the legal effect and validity of such documents generated and received by such means.

16. A User acknowledges unconditionally to be solely liable to the full extent, independently of the Company, for:

* fulfillment of its tax liabilities, payment of the applicable taxes and filing of statements,
* compliance with requirements of the effective law governing the business activities,
* compliance with the advertisement laws and legal requirements regarding prohibition of spam,
* compliance with legal requirements regarding protection of personal data of persons, whom the Distributor has selected as recipients of Ecosystem information,
* compliance with other applicable requirements of law and legal documents of the Company.

17. This Agreement enters into effect as of the date of its acceptance to be determined automatically by the Company software.

18. This Agreement may be terminated:

18.1. At any time upon the mutual agreement of the Parties,

18.2. By either Party through written termination notice to the other Party; the termination date is ten (10) business days after the date of the notice receipt, the period for clearing the accounts is one month from the termination date.

19. Applicable law is effective law of the UK. The disputes will be resolved by the competent court at the location of FP Technologies Ltd. The claim review procedure is mandatory, the claim shall be sent by a registered mail with the list of enclosures and return receipt, the period for response to the claim shall be ten (10) business days after its receipt, the date of receipt shall be determined as the date of delivery or no later than one month after receipt by the post office (if the mail is not handed over).

20. By entering into this Agreement, the Distributor agrees, unconditionally, on its will and at own initiative, to collection, processing, and transfer of its personal data provided by it in process of registration.

The Distributor confirms that it understands, accepts and agrees that

* it places its personal data in the account on its own,
* it is aware of its right to revoke its consent in accordance with the procedure set forth in the applicable effective law.

The consent is valid until revoked by the Distributor, or until the Agreement is terminated. The consent has been given by the Distributor personally, which is confirmed by it in process of and upon completion of registration.

19. Other matters of cooperation between the Parties not stipulated by this Agreement shall be governed by the Company legal documents and applicable law specified in section 18 of the Agreement.

**FP Technologies Ltd,** company number: 12112178, address: 20–22 Wenlock Road, London, N1 7GU, UK.

E-mail: hello@rc.cash

01st of March 2021