

Agreement for granting access to the service and authorizing the storage of personal data in the "UNIBIRRS" service

personal data in the "UNIBIRRS" service

City of Krasnodar 2023

## 1. Terms and definitions.

JSC "ESRR" (JSC "ESRR") INN 2311344248 - owner and operator: Internet Service [www.unibirrs.com](http://www.unibirrs.com), Russian invention patent No. 2706467 "Method and device for fixing, registering and storing data on time of birth and life events of the user", Eurasian invention patent No. 041178 "Method and device for fixing, registering and storing data on time of birth and life events of the user", Trademark Certificate No. 874111 "UNIBIRRS", Certificate of state registration of computer program No. 2020663578 "UNIBIRRS".

UNIBIRRS is intended for registration of time of birth and events of human life in relation to time and frequency reference, with connection of such data with geographical data, with DNA test results, with data on human ancestors and his biological age and with data of other users. The program is a platform for registration of the intersection point of space and time, digital currency EVENT. It realizes: countdown of current time from the moment of origin of the event, map, chats, family history, bank and indicator of Events with the possibility to transfer (gift) to another person, exchange digital currency EVENT for any currency of the world, crediting digital currency EVENT from plastic cards, crediting digital currency EVENT for knowledge in school (institute). The program allows you to place referral links to goods and services by legal entities in the personal cabinet of each user.

User - a natural or legal person who has joined the Service [www.unibirrs.com](http://www.unibirrs.com) by registering in the Service [www.unibirrs.com](http://www.unibirrs.com).

Service [www.unibirrs.com](http://www.unibirrs.com) (UNIFIED BIRTH REGISTRATION SYSTEM) - UNIFIED BIRTH REGISTRATION SYSTEM, software (database), the owner of which is "UNIFIED BIRTH REGISTRATION SYSTEM" JSC, which allows to register the User by place of birth and time of birth on the planet Earth, to create family accounts, in order to place and store information: about the User's family composition, their Surnames, First Names and Patronymics, time, date and place of birth, family photos and other family information, build their family trees, exchange family photos, communicate with family members, research their family history using modern search tools.

## 2. Subject of the Agreement.

2.1 "ESRD" JSC provides the User with access to the Service in the manner provided by this Agreement, and the User entrusts "ESRD" JSC with storage of personal data placed by the User in the Service.

2.2 By entering into this Agreement, the User guarantees that he/she has the consent to the processing of personal data specified in the Service [www.unibirrs.com](http://www.unibirrs.com), and also confirms that he/she has the necessary information about the Service [www.unibirrs.com](http://www.unibirrs.com) and ESRD JSC, and the User is not entitled to refer to the lack of information as a justification of his/her position in case of undesirable consequences in the execution of this Agreement.

2.3 "ESRD", a.s. undertakes to take measures to ensure confidentiality and security of personal data entered by the User in the Service [www.unibirrs.com](http://www.unibirrs.com), and fulfill other obligations under this Agreement.

2.4 The services provided by this Agreement are rendered on a paid basis. ESRD JSC undertakes to store personal data placed in the Service [www.unibirrs.com](http://www.unibirrs.com) by the User during the paid storage period.

2.5 Any use of this Service [www.unibirrs.com](http://www.unibirrs.com) is subject to the terms and conditions set forth in this Agreement. Using the Service [www.unibirrs.com](http://www.unibirrs.com), the User undertakes to comply with them and to enter into this Agreement with "ESRD" JSC.

2.6 This Agreement applies to any use of the Service [www.unibirrs.com](http://www.unibirrs.com) ESRD JSC reserves the right to change any provisions of this Agreement at any time, at its sole discretion, and such changes shall become effective immediately upon their publication in the Service [www.unibirrs.com](http://www.unibirrs.com). The User agrees to comply with all changes to this Agreement if he/she continues to use the [www.unibirrs.com](http://www.unibirrs.com) Service after the publication of any of them.

2.7. ESRD JSC allows the User to create and post materials on the [www.unibirrs.com](http://www.unibirrs.com) Family Service, as well as to manage such materials and restrict access to them by other users of [www.unibirrs.com](http://www.unibirrs.com). Taking into account the nature of the [www.unibirrs.com](http://www.unibirrs.com) Service, the User undertakes to carefully select the information to be published on the [www.unibirrs.com](http://www.unibirrs.com) family services and refrain from posting any illegal or inappropriate materials. ESRD does not edit or monitor the User's submissions, but reserves the right to remove any noticed material that ESRD believes violates this Agreement.

2.8 Once the User uploads, posts or publishes materials on the [www.unibirrs.com](http://www.unibirrs.com) Service, including family trees and photos, they may become available to all people who have access to this [www.unibirrs.com](http://www.unibirrs.com) Service, depending on the settings of the permissions under the User's control. Based on the User's permission settings, other Users of the [www.unibirrs.com](http://www.unibirrs.com) Service may view, copy, download, save certain materials that the User publishes.

2.9 The User agrees that other Users can access his/her family account. The information posted by the User will be visible and available for others to search, view and listen to.

2.10. The User may delete materials that he/she has previously posted on the Service [www.unibirrs.com](http://www.unibirrs.com). However, if other Members have already uploaded or otherwise saved copies of these materials, they may still remain available for public viewing.

2.11. Other Users may contact User via the [www.unibirrs.com](http://www.unibirrs.com) Service regarding User's uploaded materials. User may change the e-mail settings on the Service's [www.unibirrs.com](http://www.unibirrs.com) page if he or she does not wish to receive such notices.

2.12. The User may delete materials that he/she has previously published in the UNIBIRRS Service. However, if other participants have already uploaded or otherwise saved copies of these materials, they may still remain available for public viewing.

2.13. JSC "ESRD" may change the algorithm of functioning of the Service [www.unibirrs.com](http://www.unibirrs.com), including in connection with changes in the legislation of the Russian Federation in the field of information security.

2.14. ESRD JSC may introduce additional requirements to the level of technical equipment of the [www.unibirrs.com](http://www.unibirrs.com) Service and the procedure for posting information by the User in the [www.unibirrs.com](http://www.unibirrs.com) Service due to changes in the legislation of the Russian Federation.

2.15. ESRD JSC shall take all necessary measures to ensure the security of personal data during their storage. In case of reorganization or liquidation of ESRD JSC, death of the User (if ESRD JSC has relevant information), it undertakes to destroy personal data stored in the Service [www.unibirrs.com](http://www.unibirrs.com) within a reasonable period of time or within the period provided for by the legislation of the Russian Federation.

2.16. The requirements to maintain confidentiality of information shall apply for the entire term of the Agreement and shall remain in force for 5 (five) years from the date of termination of the Agreement. The above confidentiality obligations do not apply to anonymized and publicly available information.

2.17. The User, who receives general, secondary or higher education, can be enrolled free of charge in the personal cabinet of the service [www.unibirrs.com](http://www.unibirrs.com). To do this, he can upload his report card in the service [www.unibirrs.com](http://www.unibirrs.com) (section "Events Bank"), indicating his name and surname and the data of the e-mail address with which he was registered in the service [www.unibirrs.com](http://www.unibirrs.com).

2.18. A user who has reached the age of 14 can order and receive a bank card from various banks free of charge in the "Financial Management" section of the service. Using the event converter of the service [www.unibirrs.com](http://www.unibirrs.com) the user can convert events into different currencies and output them to the received bank card.

### 3. User's Rights and Obligations.

#### 3.1 Users are prohibited to:

- impersonate another or otherwise provide false information about themselves or their status;
- introduce themselves as an employee or representative of ESRD S.A. or any of its affiliates;
- harass or harass other users or continuously, regularly contact them without their consent or approval, or do so after they have withdrawn their prior consent or approval, expressly or impliedly;
- send commercial emails, spam, unsolicited bulk mailings or any other electronic messages that may disturb their recipient(s);
- use the Service in a manner that may damage the name or reputation of ESRD;
- restrict or prohibit the use of the Service [www.unibirrs.com](http://www.unibirrs.com) by any other person;
- use the Service [www.unibirrs.com](http://www.unibirrs.com) for any commercial purposes;
- perform any actions that require any form of payment from the Participants and/or users of the Service of ESRD JSC;
- advertise or offer to sell products or services other than those expressly authorized by us and the law;
- link to third party websites on the Service [www.unibirrs.com](http://www.unibirrs.com);
- without the express prior written consent of ESRD, copy or electronically store, in whole or in part, the [www.unibirrs.com](http://www.unibirrs.com) Service or its contents, or make available, distribute, sell or offer to sell, in whole or in part, the [www.unibirrs.com](http://www.unibirrs.com) Service or its contents, or systematically download materials and data from the [www.unibirrs.com](http://www.unibirrs.com) Service in order to create or populate another database for any purpose;
- extract, scan and/or collect any data and any pages from the [www.unibirrs.com](http://www.unibirrs.com) Service without the express prior written consent of ESRD AG;
- resell any of ESRD's products without the express prior written consent of ESRD;
- copy information or photos from other family accounts without the permission of their owners and prior authorization of the owners of these materials.

3.2 The User is obliged to familiarize himself with the Rules of the information system of "ESRD", a.s. posted on the website [www.unibirrs.com](http://www.unibirrs.com) by selecting the country of residence.

3.3 The family service is open for visitors by default, but the data of currently living family members whose information is contained in the genealogical tree, except for their surnames, are not available. To

maximize privacy, site owners may turn their sites and photo albums private and disable other users' access to their family trees.

3.4 The User shall refrain from publishing, transmitting, sending or otherwise making available through the [www.unibirrs.com](http://www.unibirrs.com) Service or using the [www.unibirrs.com](http://www.unibirrs.com) Service:

- photos and other materials containing nude images or scenes of violence, or including sexual, pornographic, obscene, vulgar and/or any offensive content; any materials that can be considered as an invasion of privacy or violation of privacy of other people, including members of the User's family tree. The [www.unibirrs.com](http://www.unibirrs.com) Service allows you to set specific privacy settings related to personal names, dates, e-mail addresses and other personally identifying information;
- any photos or e-mail addresses of living people (other than the User's personal data) without their consent;
- any information identifying minors or young persons, revealing their personal data, addresses, or other contact information, without the consent of their parent or guardian;
- any materials that do not belong to the User or that the User is not authorized to use;
- any material that damages and/or infringes upon the property or other rights of others, including copyrights and trademarks;
- any material that is obscene, indecent, defamatory, derogatory, fraudulent, embarrassing, abusive, hateful, false, misleading, inaccurate, untrue, malicious, offensive or harassing or material that is threatening or incites racial, religious or ethnic hatred;
- any material that causes alarm, annoyance, apprehension, fear, embarrassment, offense or distress to anyone;
- any material that may prejudice any pending legal proceedings of which the User is aware, material that is illegal or that facilitates, teaches or teaches illegal activity;
- any computer viruses or other hostile, malicious code;
- any material that violates the [www.unibirrs.com](http://www.unibirrs.com) Service's Privacy Policy.

3.5 Users must obtain permission from living family members before uploading information about them to the Family Service, and if they do so without their permission, the owner of the [www.unibirrs.com](http://www.unibirrs.com) Family Service account, the User who created the account and posted such information, is responsible.

3.6 The right of a relative to honor their request to be removed from the family account is more valid than the right of the account owner to list this or that relative in the family account.

#### 4. Rights and Obligations of ESRR JSC.

4.1 The ESRR JSC undertakes to:

4.1.1 Provide the User with the opportunity to use the Service [www.unibirrs.com](http://www.unibirrs.com).

4.1.2 Ensure constant, round-the-clock availability of the Service [www.unibirrs.com](http://www.unibirrs.com) to the User if there is a connection to the Internet.

4.1.3 Provide technical support to the User.

4.1.4. Not to disclose the User's data, except as provided for by the legislation of the Russian Federation, this Agreement and Applicable Regulations.

4.2. ESRD JSC shall have the right to:

4.2.1. Block access to the Service [www.unibirrs.com](http://www.unibirrs.com) and the User's Content in case "ESRD" JSC becomes aware of violation of the rules, terms and conditions of this Agreement, Applicable Rules or the legislation of the Russian Federation.

4.2.2 To unilaterally amend the Applicable Rules by publishing a new edition.

4.2.3. Require the User to provide information and documents confirming compliance with the requirements of this Agreement. If ESRD AS receives a complaint about information about a person or a close relative of a person published on the family site against his/her will, ESRD AS reserves the right to remove this information from the family account, even if the User-owner of the family account wishes to keep this information there. In the event of a dispute with the User who owns the account, ESRD Ltd. has the right to block the account and remove it from the Service [www.unibirrs.com](http://www.unibirrs.com) at its discretion.

4.2.4 ESDP reserves the right to reject, refuse to post or delete any materials posted by the User, as well as to limit, terminate temporarily or completely the User's access to the [www.unibirrs.com](http://www.unibirrs.com) Service or any part thereof at any time for any reason or no reason with or without prior notice and without any financial or other liability on the part of the User. ESRD may, in its sole discretion, reject, refuse to post or block any family account at any time with or without prior notice and without any financial or other liability if it believes that the family account violates this Agreement in any way.

## 5. Limited Rights.

5.1 User is hereby granted permission to use this [www.unibirrs.com](http://www.unibirrs.com) Service and its materials solely for personal use and under the terms and conditions set forth in the terms and conditions of this Agreement. This Service [www.unibirrs.com](http://www.unibirrs.com) is not intended or authorized for any commercial use. ESRD reserves the right to discontinue providing any part of this [www.unibirrs.com](http://www.unibirrs.com) Service or the entire [www.unibirrs.com](http://www.unibirrs.com) Service at any time. Downloading of one or all functional parts of this [www.unibirrs.com](http://www.unibirrs.com) Service or any part of the public areas of this [www.unibirrs.com](http://www.unibirrs.com) Service is prohibited. Reprinting or otherwise republishing material on the Internet or other public sources is prohibited. Violation of the terms of this authorization may result in immediate termination of the User's participation, as well as legal action, seeking injunctive relief, damages and/or other equitable remedies. User may use this [www.unibirrs.com](http://www.unibirrs.com) Service and any other software provided by this [www.unibirrs.com](http://www.unibirrs.com) Service only online and may not download, copy, reuse or redistribute this software unless it is expressly stated that the software is provided for a use other than online and such use is authorized.

5.2 By posting materials on the [www.unibirrs.com](http://www.unibirrs.com) Service, the User grants to ERRC a royalty-free, perpetual right to post, copy, publish and store such materials.

5.3 All materials posted on the Service [www.unibirrs.com](http://www.unibirrs.com) belong to JSC ESRR or third parties who have granted JSC ESRR limited rights in respect of such materials. Materials posted on family accounts are the property of the persons who created them, are under the control of the administrator of the Service [www.unibirrs.com](http://www.unibirrs.com) and are posted by JSC ESRD in accordance with the terms of this Agreement.

5.4 The User has no right to change in any way the program code underlying the software of the Service [www.unibirrs.com](http://www.unibirrs.com). User agrees not to modify, initiate, permit or authorize the modification or creation of derivative products, translation, reverse engineering, decompilation, disassembly and/or attempted tampering of any and all applications offered by ESRD JSC, or any downloadable components and individual parts of the applications.

## 6. Cost of Services.

6.1 Storage of any family tree information posted by the User is a paid service provided by ESRR JSC.

6.2 After registration in the Service [www.unibirrs.com](http://www.unibirrs.com) and payment for the first calendar month of storage, charging and debiting of fees for subsequent periods will be carried out automatically from the User's account according to the data of the payment card provided by the User, based on the selected storage duration, except for cases when the User refuses the service or deletes the account.

6.3 Information on the cost of the services provided is posted in the section of the Service [www.unibirrs.com](http://www.unibirrs.com) "About Us".

6.4 In case of writing off the monthly subscription fee, ESRD JSC informs the User by e-mail about the amount of the written off fee and the next date of its payment.

6.5 The subscription fee may be changed by ESRD OJSC at any time. In case of change, the new prices will be applied to subsequent periods of information storage. Users who do not wish to extend the period of information storage due to the change of prices may refuse the extension in the manner described in this Agreement.

6.6 The User has the right to refuse to store the posted information and data by logging in to the system and using the corresponding service. If the User fails to notify ESRD AS by sending a message to [info@unibirrs.com](mailto:info@unibirrs.com) that he/she wants to terminate the storage at least one day before the end of the current storage validity period, the User will be charged for the subsequent period equal to a calendar month.

## 7. Liability of ESRR AG.

7.1 To the extent permitted by the applicable laws of the Russian Federation, "ESRD" JSC, its officers, authorized persons, representatives, employees, right holders and affiliates shall under no circumstances be liable for any incorrect or inaccurate information in relation to the Service [www.unibirrs.com](http://www.unibirrs.com) regardless of whether it is caused by the fault of users of the Service [www.unibirrs.com](http://www.unibirrs.com), participants, advertisers or corporate partners of "ESRD" JSC, or as a result of the use of any equipment or programs related to the Service w

7.2 ESRD, its right holders and affiliates are not responsible for the behavior of any participant or other user of the Service [www.unibirrs.com](http://www.unibirrs.com) on or offline. To the extent permitted by applicable law, ESRD shall not be liable for any loss or damage, including loss of data or information, personal injury or death, or privacy implications, resulting from anyone's use of the Service, including any information posted on the [www.unibirrs.com](http://www.unibirrs.com) Service or transmitted to members or other users, or any interaction of members or other users of the [www.unibirrs.com](http://www.unibirrs.com) Service with each other or among themselves online or offline.

7.3 The information, products and services on the [www.unibirrs.com](http://www.unibirrs.com) Service may include inaccuracies or typographical errors. ESRD shall not be liable for any error, omission, suspension, deletion, defect, delay in operation or transmission, damage to communication lines, theft, destruction or unauthorized access or alteration in information exchanged between users or participants; nor shall ESRD be liable for any difficulties or technical malfunctions of any telephone network or lines, computer online systems, servers or providers, computer hardware, software, malfunction of electronically ESRD JSC and its affiliates shall not be liable for any injury or damage to any computer equipment belonging to any user of the [www.unibirrs.com](http://www.unibirrs.com) Service, any member or any other person arising out of or in connection with

the use of the www.unibirrs.com Service, the viewing, playing or downloading of any material on or from the www.unibirrs.com Service, the viewing, playing or downloading of any material on or from the www.unibirrs.com Service, or otherwise in connection with the www.unibirrs.com Service.

7.4. ESRD shall have no liability resulting from any error, inconsistency or inaccuracy in the materials; any injury to health or damage to property resulting from the User's access to and use of the www.unibirrs.com Service; any suspension or any interruption of transmission to or from the www.unibirrs.com Service; any bugs, viruses, Trojan horses, etc. that may be transmitted to or through the www.unibirrs.com Service. 8. Responsibility of the User.

8.1 The User shall be liable for breach of the terms and conditions of the Agreement in accordance with the laws of the Russian Federation.

8.2 In the event that as a result of the User's breach of its warranties, representations and/or obligations under the Agreement any claims, actions of any third parties, as well as orders, warnings and other acts of regulatory authorities are brought against ESRD JSC, the User undertakes to resolve them by its own efforts and at its own expense, without involving ESRD JSC.

9. Registration and security.

9.1 In the process of registration the User shall send to "ESRD" JSC

his e-mail address, full name and choose a password. During registration the User must provide true, accurate, complete and up-to-date information. Failure to do so shall constitute a breach of this Agreement. User agrees that you may not: select or use the name or e-mail address of another person with the intent to impersonate another person; use the name or e-mail address of another person without their permission; enter an incorrect year and date of birth for User; or use a name or e-mail address that ESRD, in its sole discretion, deems inappropriate or offensive.

9.2 The User is authorized to use the Service www.unibirrs.com if the User is over 14 years of age. Registration and authorization on the Service www.unibirrs.com will be considered as confirmation of the fact that the User is over 14 years old.

9.3 The User is responsible for the use of the Service www.unibirrs.com and all actions performed on the Service www.unibirrs.com using his/her password, as well as for the confidentiality of his/her password. Transfer of the User's password to third parties in order for them to gain access to the Service www.unibirrs.com is strictly prohibited and is a violation of this Agreement. User agrees to notify ESRD JSC by mail or email info@dynasty.world of any known or suspected unauthorized use of his/her account or known or suspected security breach. Any fraudulent, malicious or other misconduct may be grounds for termination of your User status at the discretion of ESRD JSC, and for the transfer of information about you to the appropriate law enforcement authorities.

10. Modification of this Agreement and the Service.

10.1 "ESRD" JSC may, at its sole discretion, modify this Agreement or the Service www.unibirrs.com at any time. Notification of changes to the Service www.unibirrs.com and the Agreement shall be sent to the e-mail specified by the User during registration. If any part of this Agreement, or changes to it or the www.unibirrs.com Service are unacceptable to the User, or if as a result of such changes the User can no longer meet the requirements of this Agreement, the User must stop using the Service. Continued use of the Service now or after the modification of this Agreement means that the User accepts the new changes and agrees to fulfill the obligations in accordance with them.

11. Disputes and applicable law

11.1 This Agreement and any disputes regarding the Service [www.unibirrs.com](http://www.unibirrs.com) shall be governed by the laws of the Russian Federation.

11.2 All disputes arising out of this Agreement and as a result of using the [www.unibirrs.com](http://www.unibirrs.com) Service shall be settled by the parties in a claim procedure by exchanging e-mail messages.

11.3 In case the parties cannot reach a mutual agreement, disputes and disagreements shall be resolved in court:

- claims of Users from the category of consumer protection, may be brought at the plaintiff's choice to the court at the place of: location of "ESRD" JSC; residence or stay of the plaintiff; conclusion or execution of the Agreement.

- disputes on claims of "ESRD" JSC against the Users from the category of cases not related to the protection of consumer rights are considered in the appropriate court at the location of "ESRD" JSC.

11.4 This Agreement, together with the Privacy Policy of ESRD, JSC and any other official notices or terms published by ESRD, JSC on the Service [www.unibirrs.com](http://www.unibirrs.com) (where applicable), constitute the entire agreement between the User and ESRD, JSC in relation to the Service [www.unibirrs.com](http://www.unibirrs.com).

11.5 If any provision of this Agreement is illegal, invalid or unenforceable, such provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of the remaining provisions.

11.6 This Agreement, any rights and authorizations granted under this Agreement may not be transferred or assigned by the User, but may be assigned to "ESRD" JSC without restriction. 12. Other terms and conditions.

12.1 The Parties agree that the exchange of documents via e-mail specified in clause 11 of this Agreement is sufficient, reliable and legally valid.

12.2 In case of submission of documents by e-mail, these documents shall be deemed received by the Party on the day of their receipt by the other Party.

In case of sending documents by postal mail, the documents shall be deemed received by the Party on the day of actual receipt confirmed by a mark on delivery of correspondence.

12.3 This Agreement shall be valid for an indefinite period of time.

12.4 Control over the execution of this Agreement (including, but not limited to, compliance with the norms of the current legislation on personal data) is assigned to the User, and the latter is not entitled to refer to the lack of awareness as a justification of its position in case of undesirable consequences in case of failure of the Authorized Party to perform its obligations under this Agreement.

13. Addresses, details, contacts

JOINT-STOCK COMPANY

"UNIFIED BIRTH REGISTRATION SYSTEM"

Address: Russia, 350087, Krasnodar region,  
city. Krasnodar, Bulvarnaya St., 2/2, premise 6 A

E-mail: [info@unibirrs.com](mailto:info@unibirrs.com)



8 (800) 101-64-48

8 (499) 938-57-56

INN 2311344248

KPP 236801001

OGRN 1232300003209

Cor. account 30101810100000000000602

BIK: 040349602

Bank Branch No. 8619 of PJSC Sberbank of Russia

r. Krasnodar

Current account 40702810930000032685