

## PUBLIC SERVICE AGREEMENT (public offer)

This Public Agreement is an official offer of the website Administration [billline.net](https://billline.net), hereinafter referred to as the "Service Provider", directed to any legal entities to conclude an agreement for the provision of payment processing services (hereinafter referred to as the "Service") in accordance with the terms of this Public Agreement.

The Public Agreement for the provision of services is a public offer (hereinafter referred to as the "Offer") and in case of acceptance of the conditions set out below and registration on the website <https://billline.net> the legal entity that has accepted this Offer becomes the Merchant of the services.

Acceptance of the Offer is carried out by a legal entity in electronic form by filling in on the website <https://billline.net> relevant information and pressing the virtual "Register" button.

From the moment of Acceptance of the Offer, the Merchant is considered to have accepted the terms of this Public Agreement in full, without any reservations and exceptions.

Pressing the virtual "Register" button indicates that the Merchant has given consent to the Service Provider to receive payment processing services.

Before using the Services, the Merchant is obliged to familiarize himself with the terms of the Agreement.

In the absence of the Merchant's consent to any of the provisions of this Public Agreement, the Merchant has no right to use the Services.

The Offer comes into force from the date of its public posting on the website <https://billline.net> and is valid until the date of the official publication on the website of the statement of withdrawal of the public offer in whole or in part.

The Merchant's Acceptance of the Offer is recorded by the Service Provider in electronic form and stored in the hardware and software complex of the Service Provider.

This Public Agreement has legal force and is equivalent to the agreement signed by the parties.

This Public Agreement contains the same conditions for any Merchant registered on the website <https://billline.net>.

From the moment of Acceptance of the Offer, the Merchant agrees to comply with the terms of this Public Service Agreement (hereinafter referred to as the "Agreement").

In the future, according to the text of the Agreement, the Service Provider and the Merchant are collectively referred to as the "Parties", and each separately as the "Party".

### 1. DEFINITIONS

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:

**"Account"** means an account in the site database that Service Provider establishes on its website for the Merchant by means of software, the access to which is provided for the Merchant automatically upon its successful registration, verification and Acceptance of the Offer.

**"Merchant's Personal Account"** is a multifunctional virtual desktop of the Merchant, which is accessed after authorization by entering a login and password.

**"Acquirer/Acquiring Bank"** means an authorized financial institution or bank which receives payments and which services the settlements under the Agreement.

**Automated order settlement system (AOSS)** means the services offered by the Service Provider, which represent processing of payments and technical support settlements for completed orders of the Merchant.

**"Bank Account"** means the bank account that the Merchant specifies to receive its Payouts.

**"Business Day"** means a day other than Saturday, Sunday or holiday, on which banks are open for normal banking business in the country of the Parties.

**"Card(s)"** means a valid credit, debit, pre-paid, charge or purchase or other card in either physical or virtual form issued by a Card Issuer and any other cards which Service Provider is able and has agreed to process.

**"Payment Card Organization"** means Visa, MasterCard, American Express, JCB, Diners, Discover, China UnionPay and/or such other organizations governing the issuance and use of Cards including but not limited to their respective members.

**"Cardholder"** means a person who possesses a Card or who is otherwise authorized to use a Card, and who is the Merchant's client/buyer.

**"Chargeback"** - a refund operation for a payment (which was initiated using the Card), which was recognized as refundable as a result of the appeal of this payment by the corresponding payment Cardholder/Issuer/ Payment Card Organization.

Chargeback occurs in case of presentation (in particular, by the Acquirer/Acquiring Bank) to the Service Provider of the amount of such an operation as mandatory for payment or in case of forced write-off (withholding) of funds on the Chargeback by the Acquirer/Acquiring Bank.

**"Control Panel"** is the user interface for the Payment Processing Services of Service Provider.

**"Customer"**, **"End-User"** shall mean any person or entity, who may buy products/services through Service Provider's website, or the Merchant's website.

**"Customer Data"** means all information that Customer provides in the course of making a payment to the Merchant, including Card information, transaction data and/or security-related information, used to authenticate Cardholders and/or authorize transactions.

**"Fee Schedule"** a description of charges to be paid for the services used through the Service Provider's website.

**"Merchant"** means the entity who sells goods or services at its website and enters into this Agreement. An individual cannot be a Merchant under this Agreement.

**"Issuer"** means credit institution or another legal person who issued the Card.

**"Payment processing technical intermediary services"** means technical payment processing services and/or gateway services that the Service Provider provides Merchant with the ability to accept credit cards, debit cards, provide electronic payments and bank transfers, and alternative payment methods on the website, in e-wallet or mobile application. These services include anti-fraud tools, recurring billing functionality, encrypted payment card storage, foreign currency acceptance, and the services and technologies used and described on the Service Provider's website.

**"Payout"** means the amount due to the Merchant from the Merchant transactions minus Service Provider's fees and any Refunds, Chargebacks, Reversals, or other amounts due to Service Provider.

**"PCI DSS"** means the payment card industry data security standards.

**"Refund"** means a refund issued by the Merchant through the Account registered on Service Provider website or through the Merchant API access.

**"Rolling Reserve"** - a rolling reserve is a type of reserve that withholds a set amount of percentage of all of Merchant's turnover in a non-interest-bearing account for a predetermined amount of time before releasing the funds to the Merchant. Rolling Reserve is intended for avoiding any losses that may arise in the course of executing this Agreement due to potential Chargebacks, Refunds, Reversals, documented penalties enforced by a Payment Card Organization, Acquirer/Acquiring Bank or the Service Provider for any material violations, whether of this Agreement, other applicable agreements, applicable laws and regulations, Payment Card Organization rules, or otherwise. Rolling Reserve is specified and calculated in accordance with the provisions specified in the Merchant's Personal Account. The Service Provider may require the Merchant to provide the Rolling Reserve.

**"Reversal"** means any payment that Service Provider reverses in favour of the Merchant's Customer.

**"Services"** shall mean (i) the provision of the platform by the Service Provider, as well as the provision of an access to payment instruments through integration of Service Provider API into the Merchant's services, to ensure provision to the Merchant of payment services, such as payment processing, costs transmission, invoicing and other related services; (ii) Service Provider's information and consulting services on issues related to the usage of Service Provider's payment services.

**"Service Provider's website"** - <https://billline.net>.

**"Transaction"** means a transfer of funds pursuant to this Agreement.

## **2. SERVICES UNDER THIS AGREEMENT**

2.1. Service Provider operates within following patterns: Service Provider has the right to provide the Merchant with payment processing services as a AOSS provider and/or Payment processing technical intermediary services under this Agreement.

In case when the Service Provider acts as a Payment processing technical intermediary services, it onboards supplier(s) as an AOSS provider rendering its online software platform and processing the payment transactions.

2.2.. The Service Provider processes Merchant' online payments from End-users and provides alternative payment methods through its platform, including API and supporting infrastructure, as a technical intermediary for payment processing.

2.3. Service Provider ensures the sensitive data to be properly encrypted and highly secured in accordance with all industry standards, including Payment Card Industry Data Security Standards (PCI DSS).

2.4. Since Service Provider functions as AOSS provider that facilitates the payment for services offered by the Merchant, the Merchant agrees that Service Provider in providing the services hereunder does not sell goods of the Merchant but acts as a Payment processing technical intermediary services on behalf of such Merchant to enable the Merchant entering into Cards payments with its End-Users. The Merchant further agrees to allow Service Provider to act as a payment facilitator on behalf of Merchant for the purpose of processing transactions for authorization and payment.

2.5. Service Provider provides only a technical solution for the Merchant. The Service Provider does not provide financial and payment services, including acquiring services. In such circumstances, the Service Provider's financial/payment services partner is responsible for acquiring, transaction processing and settlement services.

2.6. The Merchant may access service of the Service Provider through any device, which is capable of accessing and/or supporting service of the Service Provider using an internet connection.

2.7. The Merchant shall at all times comply with operating procedures, requirements, or guidelines regarding the use of service of the Service Provider, that are by any means provided or made available to the Merchant.

2.8. As part of performing Services under this Agreement, Service Provider may carry out fraud checks. The Merchant acknowledges and agrees that such fraud checks may delay transactions and payment collection from the End-users. In the event an End-user seeks to cancel an order due to such delay, the Service Provider will not be held liable to the Merchant for such cancellation.

## **3. ACCOUNT**

3.1. The Merchant's registration of the Account following the registration procedure shall mean the Merchant's full and unconditional acceptance of this Agreement, the Privacy Policy and the Cookies Policy.

3.2. The Service Provider providing only technical solution for it's acquirers or payment/financial providers.

3.3. The Service Provider provides one type of the Account - Business Accounts.

Business Account may be registered on behalf of any legal entity by an authorized person or by a private entrepreneur.

3.4. The Service Provider does not provide an account for individuals.

3.5. The registration of the Account requires that the Merchant specifies and uses its email address and a reliable password.

Upon the registration of the Account, in order to use payment services of the Service Provider fully-fledged, the Merchant may pass the verification procedure through the provision to Service Provider of the additional information and uploading of the required documents.

3.6. Taking into account the KYC and AML/CTF procedures of the USA Patriot Act of 2001 and similar procedures of other countries, including European Economic Area (EEA) countries, the Service Provider will require from the Merchant to pass the compulsory verification when registering a new Account. At the same time, the Service Provider is not a subject of financial monitoring, which conducts a proper check of the Merchant. The AML/CTF part is checked by the participants of payment systems, Acquirer Bank and other financial institutions. The object of financial monitoring is the Merchant. The Service Provider is not subject to financial monitoring. All fines related to AML/CTF are imposed on the Merchant. The Merchant shall be fully responsible for all activity that occurs under its Account, including for any actions taken by persons to whom the Merchant has granted access to the Account, if done so. Service Provider reserves the right to suspend or terminate the Account of Merchant, if he provides inaccurate, untrue, or incomplete information, or does not comply with the Account registration requirements or does not comply this Agreement.

3.7. The Merchant is entitled to cancel its Account at any time. If the Account is cancelled: it will be deactivated or deleted; all of the rights granted under these Agreement will immediately come to an end; and all of the Merchant's data and content may be deleted from systems of the Service Provider provided that it is in compliance with the applicable Data Protection laws (e.g., US jurisdictions; EU General Data Protection Regulation, concerning the privacy of the individuals from within the EU/EEA, etc.), and/or duly archived for the necessary period of time if and where required by appropriate applicable law.

3.8. As indicated above, after the Merchant agrees to be bound by this Agreement and fill in the registration form, the Service Provider will establish an account for the Merchant. Thereupon, the Merchant may establish only one Account. The Service Provider may request additional information and/or documents from the Merchant in the process of identification and verification procedures, including financial credentials and history of the Merchant.

#### 4. RESPONSIBLE PARTY

4.1. The Merchant shall be the sole responsible party in relation to the End-users as per the Merchant's services and/or their functionality, and the Merchant will in no manner represent that the Service Provider is a guarantor or responsible party for the services, or otherwise involve Service Provider in an End-user or other third-party dispute relating to the transaction, delivery or provision of the service.

4.2. The Merchant shall be the sole responsible party for the legality of the activities provided for in this Agreement.

4.3. Documented and justified fines from Visa, MasterCard and other Payment card Organizations, Acquirer Bank/similar providers imposed on the Service Provider in connection with the performance of this Agreement, shall be reimbursed in full and unconditionally to the Service Provider by the Merchant.

#### 5. PROHIBITIONS AND LIMITATIONS

5.1. To that extent and for that reason, the Service Provider shall not be held liable to the Merchant for any losses, expenses, or damages the Merchant may incur, including claims for lost profits, resulting from or related to Service Provider's imposition of limits on activity, Transactions or Rolling Reserve amounts.

5.2. The Merchant shall comply with Service Provider's list of **Prohibited/Restricted Items and Activities**.

5.3. **Prohibited/Restricted List (relevant for the Providers, merchants, and end-users/shoppers in the same time):**

5.3.1. It is strictly forbidden to send or receive payments as consideration for the sale or supply of: tobacco products, prescription drugs, drugs and drug paraphernalia, weapons (including without limitation, knives, guns, firearms or ammunition), satellite and cable TV descramblers, pornography, adult material, material which incites violence, hatred, racism or which is considered obscene, government IDs and licenses, replicas and any counterfeit products, unlicensed or illegal lotteries and/or gambling services (including without limitation the use of or participation in illegal gambling houses), unregistered charity services, items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or ponzi schemes, matrix programs or other "get rich quick" schemes or high yield investment programs, goods or services that infringe the intellectual property rights of a third party, un-coded/miscoded gaming, timeshares or property reservation payments (On and Off Plan).

The Service Provider reserve the right, in its sole discretion, to add categories of prohibited transactions by adding such categories either to this Agreement or published on the Website.

5.4. The Service Provider may suspend or terminate the Merchant's Account at any time or refuse to execute or reverse a transaction if it believes that the Merchant directly or indirectly uses or has used its Account

for or in connection with illegal transactions. The list, specified in subparagraph 5.3.1. of this Agreement, is not exhaustive and it is the Merchant's responsibility to ensure that he does not use the Service Provider's services for transactions that may be considered illegal in the Merchant's jurisdiction.

5.5. The Merchant may not use services of the Service Provider, if he is registered in certain countries. These countries can be listed on the Website and updated from time to time. The list of such countries is not exhaustive and the Service Provider may decide to restrict services in other countries at any time. The Service Provider reserves the right to suspend or terminate the Merchant's Account at any time, if the Service Provider reasonably supposes to be required to do so by law or in order to comply with recommendations issued by a relevant government authority or recognized body for the prevention of financial crime and terrorism.

5.6. The Merchant is strictly forbidden to use its Account for any illegal purposes including but not limited to fraud and money laundering. The Service Provider will report any suspicious activity to the relevant law enforcement agency. The Merchant is prohibited from using its Account in an attempt to abuse, exploit or circumvent the restrictions.

5.7. It is the Merchant's and not our responsibility to ensure that the Merchant only sends payments to or receives payments from persons or entities for the sale or supply of products/services that the Merchant may provide or receive in compliance with any applicable laws and regulations.

## **6. THE MERCHANT'S RIGHTS AND OBLIGATIONS**

6.1. The Merchant shall be solely and fully liable for the content, correctness of its website(s) and full compliance with the mandatory laws and regulations of the country(-ies) where the Merchant operates or is directly or indirectly involved in the sale of products/services from its website(s). Such operated website(s) should be indicated in the Merchant's Personal Account.

6.2. The Merchant must organize its business in a way not exceeding ChargeBack and fraud thresholds as to their count and amount proportions, namely: the Merchant's monthly performance must not exceeds the ChargeBack or the fraud Threshold 2% of total volume of the payments.

6.3. Accepting payments by cards, it should be observed the general terms and conditions of the Acquirer/ Acquiring Bank, Payment Card Organization, Service Provider's rules.

6.4. The Merchant must not use Service Provider services in an unlawful manner. The Merchant will not use Services for the sales of goods and/or services which are in breach of any legislation and particularly the local and international legislation in the area of fraud, Money Laundering or Terrorist Financing, and the sanction legislation.

6.5. In the event of theft or any unauthorized access to the data of transactions, the Merchant shall notify Service Provider of such incident as quickly as possible.

6.6. The Merchant shall keep documents confirming the transactions (receipts, if any, confirmations of supply and others) for at least 1 (one) year after performance of transactions and submit them to Service Provider upon its request.

6.7. The Merchant may not disclose the functionality of Service Provider's website to the third parties, not related to the present Agreement provisions.

6.8. The Merchant shall at all times develop and update, where applicable, the security measures to secure the End-users data, particularly sensitive data.

6.9. If the Merchant does not use the Services for 3 consecutive months, the Merchant is obliged to pay the Service Provider a fee for servicing the inactive Account in the amount specified in the Merchant's Personal Account. In case of on conversion of the funds, the Service Provider shall use an the selling exchange rate published on website <https://www.xe.com/> on the date the fee is charged.

6.10. The Merchant is responsible for the registration, filing, reporting, and payment of all applicable taxes with connection to its business nature and activity.

## **7. THE SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS**

7.1. The Service Provider shall provide the services stated in this Agreement to the Merchant in due quality and within the limits of its technical possibilities.

7.2. The Parties hereby agree that the Service Provider reserves the right to suspend provision of services to the Merchant and payment of Payouts due to the Merchant, in case of grounded reasons pursuant to this Agreement (e.g., fraudulent or suspicious transactions, law violations, authorities' investigations), until full clarification of all circumstances.

7.3. The Parties hereby agree that the Service Provider is entitled to make deductions of any expenses that shall be applied to the Merchant by Payment Card Organizations, or Acquirers, or local or international organizations.

## **8. WARRANTIES AND REPRESENTATIONS**

8.1. The Merchant warrants and represents that the services offered by him are within legal and lawful framework and do not violate any intellectual property rights.

8.2. Providing its services, the Merchant warrants and represents that the services are subject to, where applicable, mandatory certification or licensed activities, and the Merchant is responsible for the respective documentary permits availability, where applicable.

8.3. The Merchant will make reasonable efforts not to trade with End-user individuals of the age under 18.

## **9. FEES. SETTLEMENTS**

9.1. The Merchant agrees to pay Service Provider all Transaction fees and other amounts required by this Agreement (“Fees”, “Fee Schedule”), when due. The amount and types of Fees are issued in the form of a Fee Schedule, which is posted in the Merchant's Personal Account.

9.2. The Company will establish and maintain a Rolling Reserve Account in the amount specified in the Merchant's Personal Account. Any funds held in a Rolling Reserve Account for whatever reason shall accrue no interest, or any other earnings to the Merchant.

9.3. Funds on the Rolling Reserve Account are kept from 90 (ninety) to 180 (one hundred and eight) days, depending on the level of risk of activity of the Merchant.

9.4. The Rolling Reserve is created for the purpose to cover additional financial risks related to disputes, Refunds or other relevant costs that Service Provider may suffer pursuant to this Agreement.

9.5. Payouts to the Merchant should be made in amounts specified in the Fee Schedule.

9.6. The currency exchange conversion may be applied, if and where applicable, the currency exchange conversion rates stipulated by Visa, MasterCard or Acquiring Bank.

9.7. Service Provider may invoice the Merchant if the balance of the Account is going negative and invoice should be paid by the Merchant within 7 calendar days to the indicated bank account. If there is no money on the balance sheet or the Merchant does not transfer money, the Service Provider may go to court or break the Agreement.

9.8. The Fees may be updated and revised by the Service Provider upon 7 calendar days writing notice of the Service Provider.

## **10. CANCEL OF TRANSACTION**

10.1. If the Merchant desires to cancel any Transaction and Refund the Transaction amount, the Merchant must inform the Service Provider thereon in writing whether by writing letter or by provided email or by using its program interface/Control Panel on Service Provider.

10.2. The notice should include information on the initial Transaction, as well as the Transaction identification code. The Service Provider will act strictly in compliance with this instruction upon receipt thereof.

10.3. In case some fraudulent transaction is found, it can be cancelled upon Service Provider's initiative, together with all logically related Transactions and the Transaction amount repaid to the End-user's card.

10.4. The Transaction cancel and Refund of the Transaction amount can be referred to all logically related Transactions which have been performed within the previous 180 (one hundred and eighty) days or, in some cases, 540 (five hundred and forty) days.

10.5. The Service Provider is entitled by informing the Merchant to unilaterally annul any suspicious or fraudulent Transaction and Refund the Transaction amount to the End-user. In such cases, if required by law, the Service Provider may report a fraudulent Transaction to the competent authorities.

## **11. LAW COMPLIANCE**

11.1. The Merchant must comply with all applicable laws and regulations including national and international law.

11.2. The Merchant shall comply with the laws and regulations of the countries in which he operates, as well as those jurisdictions where international laws may apply, regarding data protection, ecommerce, consumer rights, provision of services.

11.3. The Merchant is primarily responsible to the End-user for any liabilities related to the Merchant's provision of services to the End-user, in accordance with the applicable law.

## **12. APPLICABLE LAW AND DISPUTES RESOLUTION**

12.1. This Agreement shall be governed by and interpreted in accordance with the law of Great Britain.

12.2. The Parties shall endeavour to resolve any disputes and disagreements stemming from the Agreement or related to the execution, validity or termination hereof by negotiating. If a dispute or disagreement cannot be resolved by negotiating, or if such negotiations persist for over 30 (thirty) days, dispute between the Parties shall be resolved by London Court of International Arbitration (LCIA). The seat of arbitration shall be London, Great Britain.

## **13. THE SOFTWARE LICENSE**

13.1. If the Merchant does not comply with the documentation and any other requirements provided by Service Provider as regards API and software, in particular, connects merchants and/or traffics that are not agreed with the Service Provider, then the Merchant will be liable for all resulting damages suffered by the Merchant, Service Provider and the third parties.

13.2. The Merchant consents not to alter, reproduce, adapt, distribute, display, publish, reverse, engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the software of the Service Provider.

13.3. In case of termination of contractual relationship between the Parties, the Merchant will immediately cease all use of any software of the Service Provider.

## **14. TRADEMARK LICENSE**

14.1. The Service Provider hereby grants the Merchant a revocable, non-exclusive, non-transferable license to use Service Provider's trademarks used to identify Service Provider services solely in conjunction with the use



of Service Provider payment processing technical intermediary services.

14.2. The Merchant consents that it will not claim any rights in or do anything that may adversely affect the validity of any trademark, trade name or product designation belonging to or licensed to Service Provider, including, without limitation registering or attempting to register any trademark, trade name or product designation.

## **15. INTELLECTUAL PROPERTY**

15.1. Other than the express licenses granted by this Agreement, the Service Provider does not grant any kind of right or license of Service Provider payment processing technical intermediary services provision through the platform or any Intellectual Property (IP) rights of Service Provider.

15.2. The Merchant shall in no way represent, except as specifically permitted under this Agreement, that it has any right, title or interest in or to the IP of Service Provider.

15.3. The Parties shall observe and comply national and international copyright laws.

15.4. Each party shall retain all ownership rights, title, and interest in and to its own products and services and all IP rights therein, subject only to the rights and licenses specifically granted herein.

## **16. INDEMNIFICATION**

The Merchant agrees to indemnify, defend, and hold harmless Service Provider, its affiliates, officers, directors, partners, employees and suppliers from and against any lawsuit, claim, liability, loss, penalty or other expense (including attorneys' fees and cost of defense) they may suffer or incur as a result of: (i) the Merchant's use of Service Provider services; and/or (ii) the Merchant's violation of any applicable law, regulation, or Payment Card Organization Rules and requirements.

## **17. LIMITATION OF LIABILITY**

17.1. The Service Provider shall not be held liable to the Merchant or any third party for any consequential, indirect, incidental damages arising out of or relating to this Agreement, whether foreseeable or unforeseeable, including but not limited to, damages for loss of data, goodwill, profits, investments, use of money, or use of facilities; interruption in use or availability of data; stoppage of other work or impairment of other assets; or labor claims. The Service Provider shall not be liable for any losses caused by changing of FX rate, currency conversions cost, changing in payment schemes fees or other related to card brand organization, payment schemes.

17.2. The Service Provider assumes no liability for the Merchant's failure to perform in accordance with this Agreement or any results caused by acts, omissions or negligence of the Merchant, a subcontractor or an agent of the Merchant or an employee of any of them, nor shall the Service Provider have any liability for claims of the third parties, including but not limited to, claims of the third parties arising out of or as a result of, or in connection with, the Merchant's services, messages, programs, promotions, advertising, infringement or any claim for violation of copyright, trademark or other IP rights.

17.3. Under no circumstances shall Service Provider's total aggregate liability to the Merchant or any third party arising out of or related to this Agreement exceed the direct damages suffered by such party in an amount equal to the amounts paid/payable by the Merchant to Service Provider under this Agreement.

## **18. DISCLAIMER OF WARRANTIES**

18.1. The Services of the Service Provider and its functionality including all scripts, annexes, content, and design are provided for the Merchant on "as is" and "as available" basis, without any warranty whatsoever. The Service Provider shall not be obliged to extend the services of the Service Provider functionality or to change the services of the Service Provider otherwise. The Service Provider shall not be obliged to ensure the operation of the services of the Service Provider on all program platforms, for all devices or under certain specific conditions. Service Provider disclaims all warranties whether express, implied, to the Merchant regarding any matter whatsoever, including all implied warranties of merchantability fitness for a particular purpose and non-infringement of the third-party rights. No verbal or written information or advice given by Service Provider or its employees or representatives shall create a warranty or in any way increase the scope of Service Provider's obligations.

18.2. The Merchant acknowledges that the Service Provider's platform services are a computer network based services, which may be subject to outages and delay occurrences. As such, Service Provider does not guarantee continuous or uninterrupted access to Service Provider platform services. The Merchant agrees that it shall use payment service of the Service Provider at its own discretion. The Service Provider shall not warrant that the operation of the services of the Service Provider will be uninterrupted, free from immaterial or critical errors, failures, or other defects.

18.3. The Merchant further acknowledges that access to Service Provider's website may be restricted for maintenance. The Service Provider shall take reasonable efforts for maintaining the appropriate operational condition of the services of the Service Provider.

18.4. The Service Provider will make reasonable efforts to ensure that transactions are processed in a timely manner. However, the Service Provider will not be held liable for any interruption, outage, or failure to provide its payment processing services.

18.5. The Service Provider shall be entitled to change the design of the Service Provider's platform, its functionality, the used technical solutions, scripts, software, and other elements both visible and invisible to the Merchant at any time unilaterally without giving the Merchant a prior notice.

18.6. The Merchant agrees that the Service Provider shall not incur liability for any losses (direct, indirect or accidental) resulting from a failure in the operation of payment service of the Service Provider, the use or impossibility of the use thereof, loss of the information (including files) being important to the Merchant due to technical reasons. Where and if some countries do not permit limitation of incidental or consequential losses, such limitation may not apply to the Merchant.

18.7. The Service Provider shall not be liable under this Agreement, if the Merchant loses access to its Account as a result of:

- (i) the Merchant's violation of this Agreement,
- (ii) the Merchant's negligence concerning the cybersecurity and any other necessary measures, including precautionary and preventive measures, that resulted in theft of the Merchant's Account,
- (iii) any other Merchant's action or omission..

The Merchant represents and warrants that he will be solely responsible for these losses and will not make any claims to the Service Provider connected to such losses.

## **19. TERM AND TERMINATION OF THE AGREEMENT**

19.1. The moment of conclusion of this Agreement is the moment of registration of the Merchant's Account on the Service Provider's website.

19.2. The Merchant has the right to unilaterally withdraw from the Services of the Service Provider at any time. In this case, the Merchant obliged to notify the Service Provider 10 working days before the date of termination of the Agreement (Public Offer). At the same time, the Merchant is obliged to deactivate his Account and and cessation of use of the services of Service Provider.

19.3. The Service Provider may terminate this Agreement or suspend any service, acquirers or payment schemes to the Merchant if any of the following occurs:

- the Service Provider is required by the Payment Card Organization, the Acquirer/Acquiring bank, or an order from a regulatory body to cease providing services to the Merchant;
- the Service Provider finds that the Merchant has breached this Agreement;
- If the Service Provider determines that the Merchant's use of the Service Provider's services carries an unacceptable amount of risk, including but not limited to the fraud risk. reputational, regulation and any other legal risk.

19.4. After termination of the Agreement by either party, the Merchant shall no longer have an access to, and shall cease all use of Service Provider services.

19.5. Any termination of this Agreement does not relieve the Parties of any obligations to pay any fees, costs, charges, Chargebacks or Rolling Reserve any other amounts owed by the Merchant to Service Provider or Service Provider to Merchant as provided under this Agreement, whether accrued prior to or after termination. Upon termination of this Agreement, any outstanding and unpaid fees and charges of the Merchant to the Service Provider shall become immediately due and payable.

19.6. The Service Provider may at termination of this Agreement, hold back all then due purchase payments including any existing Rolling Reserve amounts for a period of up to 180 days ("Holdback") so that to cover additional financial risks related to disputes, Refunds or other relevant costs that Service Provider may suffer pursuant to this Agreement that extend beyond the time of termination of this Agreement. Such Holdback may be necessary in order to protect the Service Provider from serious risks in relation with Merchant (e.g., claims for undelivered products/services, any fees charged against them, bankruptcy). Any Holdback funds retained for this period can be used by the Service Provider to pay for outstanding disputes, refunds or returns of the Merchant and/or related Payment Card Organization fines that may be necessary for this period of financial risk to Service Provider after termination of this Agreement. The remainder of the Holdback monies will be returned after that period has elapsed as it stipulated for Rolling Reserve (by means of monthly refund of the money which is hold more than Rolling Reserve period stipulated).

19.7. If the Service Provider holds funds related to the Account at the termination of this Agreement and it is later determined that such funds should be sent to the Merchant, the Merchant's legal name and address, email, and other details, as set in the Account (Merchant's Personal Account) on the date of termination, will be used to contact the Merchant regarding any funds that are being held for the Merchant.

19.8. The Service Provider reserves the right to change or supplement any of the terms of this Agreement at any time by publishing all changes on its website. At the same time, the new terms of the provision of the Service come into force from the moment indicated on the Website. If the Service Provider does not agree with the published changes, he must notify the Service Provider within 7 days from the date of publication of the changes. If no notification has been received, it is considered that the Service Provider agrees with the changes and additions made and the Merchant continues to participate in the contractual relationship.

## **20. NON-COMPLIANCE**

20.1. Non-compliance by the Merchant with the requirements and conditions provided for by the present Agreement shall constitute material breach of the Agreement. If the Merchant fails to comply with the requirements and conditions provided for in this Agreement, the Service Provider reserves the right to retain, at any time, a 6 (six) month Rolling Reserve from the Merchant and increase it accordingly if the amount of all claims or Chargebacks was increased in any of the last 6 months from the date of increased.

20.2. Relevant Rolling Reserve may be reviewed on quarterly basis.

20.3. If the Merchant fails to meet the requirements and conditions provided for by the present Agreement, the Service Provider reserve the rights to request immediate disabling of any website/url on the Account (Merchant's Personal Account) and charge all liability/expenses/penalties or costs in the event that the Merchant fails to comply with the Service Provider 's requirements on the elimination of the violation within 48 business hours from the receipt of the request.

## **21. FINAL PROVISIONS**

21.1. These Agreement shall be valid till terminated by either Party.

21.2. Should any provision of these Agreement (a clause or a statement within a clause) be void, unenforceable or legally invalid otherwise, it shall not affect any other provision hereof, or these Agreement as whole.

21.3. The Service Provider provides only technical solutions for its acquirers or payment/financial providers. In this case, the Service Provider shall not be liable for any change in prices, fees, FX rates, losses, expenses, unpredictable holds or blocked by acquirers or payment/financial providers.

21.4. Each Party shall act solely as an independent contractor, and nothing in this Agreement shall be construed to give either Party the power or authority to act for, bind, or commit the other Party in any way. Nothing herein shall be construed to create the relationship of partners, principal and agent, or joint-venture partners between the Parties.

21.5. The Service Provider will not enter into any contracts or commitments in the name of or on behalf of the Merchant. The Service Provider shall not take possession or control of any services but shall only render payment processing technical intermediary services. The parties shall be independent contractors.