

General Service Agreement for Private Clients

1. General provisions

1.1. The present Agreement is concluded between Joys Platform OU (hereinafter referred to as Company) and the Client.

1.2. Object of the Agreement: the present Agreement determines the main terms and conditions between the Client and Company when the Client registers in the System, opens a Virtual Currency Wallet and uses other services provided by Company. Besides the present Agreement, relationships between Company and the Client related to provision of Services are regulated by legal acts, Supplements to the Agreement concluded with the Client, rules and principles of prudence and justice applied to the Client.

1.3. The present Agreement shall be carefully examined by the Client before s/he decides to register in the System, open a Virtual Currency Wallet and use other Services provided by Company.

1.4. Company may modify these Terms by providing notice of such changes, such as by sending you an email, providing notice through the Services, or updating the "Last Updated" date at the top of these Terms. By clicking on an "I Agree" button or checkbox presented with the modified Terms, or by continuing to access or use of the Services, you confirm your agreement to the modified Terms. If you do not agree to any modification to these Terms, you must stop using the Services. Company encourages you to frequently review the Terms to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. If you have any question regarding the use of the Site or Services, please contact our Support Team by filing a support request at eeinfo@joysplatform.ee.

1.5. Definitions of key terms used in the Agreement:

Company

"Joys Platform OU", company registered and operating under the laws of Republic of Estonia, under the number: 12828939 Käibemaksukohustuslase number EE101944900 which is registered at Harju maakond, Tallinn, Kesklinna linnaosa, Viru väljak 2, 10111, license Nr. _____

Recipient

a natural (private) person indicated beneficiaries of crypto or fiat transfers.

Website

The Company website which provides the information on the work of the Service: <https://joysplatform.ee/>

Merchant

Trade Service Company or partner in JW receive as payment for goods and services or for the purpose of replenishment their means of payment or billing.

Pricing

prices for Company services and operations.

Percentage-based fees

refer to an amount equal to that percentage of the payment amount, which is charged on incoming/outgoing payment.

Client

a natural (private) person who has registered in the System and created an virtual currency wallet.

Client identification

establishment of the identity of the Client under procedures specified in the Agreement hereof the System and Company AML policy.

Verified

means that Client have completed identification (KYC/AML) process.

Commission fee

a fee for a Payment operation and/or related services charged by Company.

Service

the service of exchanging a virtual currency against a fiat currency and virtual currency wallet service.

Joys Account

means the result of registration in the Joys Platform system, during which personal data of the registered person is processed, checked and the person is given a login name, and his/her rights in the system are defined and a user account accessible via the Services where Funds may be stored by Joys Platform on behalf of a user.

Joys Wallet

The list is now limited to the following currencies: JOYS, BTC, ETH, LTC, BCH, EOS. But potentially, any currency or token can be added that satisfies two conditions:

- They have high liquidity in the market
- Fulfilling the requirements of FATF applicable to this segment of the market: Are not private, where it is impossible to trace the sender and payee, such as DASH, Monero, etc or account owned or operated by client that is maintained and operated by Joys Platform.

External Account

means any Financial Account or Virtual Wallet Account, from/to which client load Fiat or Virtual currency into/from Joys Account/ Joys Wallet.

Acceptable language

English and Russian languages. But potentially, any languages can be added.

Supplement

an agreement between Company and the Client on provision and usage of separate services provided by Company. The Supplement can be identified as an agreement, rules, declaration, plan or in any other way. The Supplement is an integral part of the present Agreement.

System

a software solution on Company APP (Joys Platform) used for provision of Company services.

Agreement

an agreement between the Client and Company which includes the present General service agreement and any other conditions and documents (Supplements, Agreements, Rules, Declarations, etc.), including but not limited to, information on the websites, references to which are made in the present General service agreement.

Consent

consent of the Client to perform the Payment operation.

Password (Passwords)

any code of the Client created in the System or a code provided to the Client by Company for the access to the Account or initiation and management of separate services provided by Company and/or initiation, authorization, implementation, confirmation and reception of Payment operations.

Party

Company or the Client.

Client's contact details

means: the mobile phone number or other identifier Company may notify Client about registration Client Personal Area.

2. Registration in the System and creation of the Joys Account

2.1. The Client who wants to start using Company services has to register in the System.

2.2. During registration in the System, an Joys Account is created for the Client. The Joys Account is personal and only its owner, i.e. the Client, has the right to use it (log in).

2.3. The Client can have one Account only. If Company has suspicions that the Client has opened several accounts, then Company may without prior warning close the Client accounts or/and terminate the Agreement.

2.4. The Agreement comes into force when the Client learns terms of the present Agreement and Privacy Policy, registers in the System, expresses his/her consent to comply with them electronically. The Agreement is valid for unlimited time.

2.5. To register in the System and use Company services, Client should be at least 18 (eighteen) years old.

2.6. Company do not provide Services:

in countries, subject to financial sanctions imposed by the Estonia and according to FATF recommendations.

the Client should not be a resident of any country where we do not provide the Company Service. A list of non-serviced countries may be amended by Company from time to time, without notice.

the Client should not be on the sanction list of the Estonian government.

have not previously been suspended or removed from using our Services.

have full power and authority to enter into this agreement and doing so will not violate any other agreement to which you are a party.

will not use Company Services if any applicable laws in client country prohibit from doing so in accordance with this Agreement.

2.7. The Client confirms that s/he has provided correct data about him/herself during registration in the System and that later, when changing or adding data about him/herself, s/he will provide only correct data. The Client shall bear any losses that occur due to submission of invalid data.

2.8. Under circumstances and procedures set out in the Agreement or in the System, the Client shall perform Client identification in order to start or continue provision of Services. For Client account opening Company asks to provide: phone number, passport or ID Card. If Client's turnover at Company account is over than EUR 15000.00, Company asks provide additional documents on request. Passport, ID card and driving license expiry date should be more than one month. For proof of address the following documents can be submitted: the bill from Internet service provider, the company supplying gas/electricity, mobile services (the submitted documents should be no more than three months old on the date of application and should show the name and current address of Client). Documents that can be used as proof of address for EU citizens: household utility bill (eg gas, electric, water or fixed line telephone, mobile phone bill, bank, building society or credit card statement, solicitor's letter confirming recent house purchase or land registry confirmation (in this case, proof of previous address will also be needed), HM Revenue & Customs (Inland Revenue) tax document e.g. tax assessment, statement of account, notice of coding. The submitted documents should be no more than three months old on the date of application and should show the name and current address of Client. The local authority tax bill (e.g. council tax) valid for the current year also can be used as proof of address.

2.9. Company has the right to require data and/or documents which would help Company to identify the Client. Specific data and/or documents to be submitted shall be indicated in the message to the Client about the necessity to perform the identification procedure.

2.10. When performing Client identification, Company has the right to demand the Client to provide originals of the documents and/or their copies and/or copies of documents approved by a notary or another person authorized by the state.

2.11. Company has the right to request from the Client additional information and/or documents related to the Client or operations performed by him/her, and to request the Client to fill in and periodically (at least once a year) update the Client questionnaire. Company has the right to demand for the submitted copies of the documents to be approved by a notary and/or translated into at least one of the languages acceptable to Company. All documents and information are prepared and provided at the expense of the Client. If the Client does not provide additional information and/or documents within a reasonable term specified by Company, Company has the right to suspend provision of all or a part of the Services provided to the Client.

2.12. The Client shall receive a notification about confirmation of the Account via the SMS or email address which has been specified during registration in the System.

2.13. Company is entitled to correct the entered by Client data, based on the information provided by the Client, if the mistake is in 1-2 signs. If personal data entered by Client is very different from provided in proof of identity documents, request for identification should be declined. If due to inaccurate data the Client has created several Accounts, s/he shall inform Company thereof, so that all created Accounts would be merged into one Account.

3. Prices of Company Services and settlement procedure

3.1. The list of prices for Company services is available on webpage <https://joysplatform.ee/tariffs/> Pricing to the Agreement hereof. This list is for information purposes only and is not legally binding for the Company. Actual list of prices for Company services is reflected in the Client personal area in the System. In case if list of prices for Company services is amended, the Client should electronically accept this amendment.

3.2. If Company reduces the general prices of Services stated in the System, new prices are applied even if the Client has not been informed thereof.

3.3. Company Commission fees are deducted:

during the Payment operation;

if Commission fees have not been deducted during the Payment operation, Company has the right to deduct them later;

in all cases the Commission fee for the operation is indicated to the Client before the Payment operation.

3.4. The Client confirms that s/he has carefully acquainted with the prices and terms of Payment transfers and also with prices of all Company Services that are applied to and relevant for him/her.

3.5. The Commission fee is paid in the currency of payment or in JOYS cryptocurrency.

3.6. The Client commits to ensure a sufficient amount of money on his/her account to pay/deduct the Commission fee.

3.7. All prices reflect exchange rates identified in Client purchase order.

4. Opening of account.

4.1. Under the present Agreement, a Company Account is opened for the Client for an indefinite period of time.

4.2. Company Account gives the Client the opportunity to provide of a service of exchanging a virtual currency against a fiat currency and to provide of virtual currency wallet service.

4.3. If the Client terminates the Agreement or if Company terminates provision of the Company Account service to the Client, money held on the Client's Account shall be transferred to the Client's bank account or to the account in another payment system indicated by the Client. Company has the right to deduct from such repaid money the amounts that belong to Company. In the event of a dispute between Company and the Client, Company has the right to detain money under dispute till the dispute is solved.

5. Usage of Joys Account

5.1. The Client can manage the Company Account via the APP by logging in to his/her Account with his/her phone number and Password. Client shall create a strong password that do not use for any other website or online service.

5.2. If the Client indicates wrong data about the Recipient of virtual and/or fiat currency, it shall be considered that Company has fulfilled its obligations properly and shall not repay the transferred amount to the Client. Client may only cancel an order initiated via the Services if such cancellation occurs before Joys Platform executes the transaction. Once order has been executed, client may not change, withdraw or cancel authorization for Joys Platform to complete such transaction.

5.3. If virtual and/or fiat currency is credited to the Client's Joys Platform account by mistake or in other ways under no legal basis, Company has the right and the Client gives an irrevocable consent in such cases to deduct the currency from the Client's Joys Platform Account without Client's order. If the amount of currency on the Client's Joys Platform Account is insufficient to debit the currency credited by mistake, the Client unconditionally commits to repay Company the currency credited by mistake in 3 (three) business days from receipt of the request from Company. If the Client notices that virtual and/or fiat currency that do not belong to him/her has been transferred to his/her Joys Platform Account, s/he shall immediately inform Company thereof. The Client has no right to manage currency credited by mistake, which do not belong to him/her.

5.4. The Client confirms that:

incoming virtual and/or fiat currency transferred to his/her Company Account is not received from illegal activity;

the Client will not use services provided by Company for any illegal purposes, including the Client's commitment not to perform any actions and operations in order to legalize money received for a criminal or illegal activity.

5.5. Client's confirmations, orders, requests, notifications and other actions performed on websites of third persons or other places by logging in to his/her Company Account and identifying him/herself in this way are treated as conclusion of a deal confirmed by electronic signature.

5.6. If the Client has reached a certain limit on Joys Platform account (Company may define the limit at its own discretion), the Client must follow the steps that Company will notify the Client of.

5.7. If Client have an insufficient amount of Funds in Joys Platform Account to complete an order via the Services, Company cancel the entire order.

6. Joys Platform Account Funds

6.1. In order to complete an order, Client must first load Funds to Joys Platform Account using one of the approved External Accounts identified via the Services. Client may be required to verify that control the External Account that Client use to load Funds to Joys Platform Account. Client are solely responsible for use of any External Account, and agree to comply with all terms and conditions applicable to any External Account.

6.2. The timing associated with a load transaction will depend in part upon the performance of third parties responsible for maintaining the applicable External Account, and Joys Platform makes no guarantee regarding the amount of time it may take to load Funds into Joys Platform Account.

6.3. Company has the right to record and store any orders submitted via any of the methods agreed on with Company, and to record and store information about all transactions performed by the Client or according to orders of the Client. Records mentioned in the present clause can be submitted by Company to the Client and/or third persons, who have the right to receive such data under the basis set forth in the legislation, as evidence confirming submitted orders and/or executed transactions.

6.4. Company has the right to refuse to execute a submitted order if there are doubts that the order has been submitted not by the Client or the submitted documents are falsified. If Company has reasonable doubts that the order has been submitted not by the Client or that the documents submitted to Company are falsified or doubts about the legitimacy or content of the submitted order, Company has the right to demand from the Client to additionally confirm the submitted order and/or submit to Company documents confirming the right of persons to manage the Funds held on the Account or other documents indicated by Company via a method acceptable to Company at his/her own expense. In cases mentioned in the present clause Company acts with the aim to protect legal interests of the Client, Company and/or other persons; thus, Company does not undertake the responsibility for losses which may arise due to refusal to execute the submitted order.

6.5. Before executing the Payment order submitted by the Client, Company has the right to demand from the Client to submit documents which prove the legal source of money related to execution of the order. If the Client does not submit such documents, Company has the right to refuse to execute the order of the Client.

6.6. Company has the right to suspend and/or cancel execution of the order submitted by the Client if it is required by applicable legal acts or due to other reasons beyond the control of Company.

6.7. If Company refuses to execute the order submitted by the Client, it immediately informs the Client thereof and sends a notification to the Client, except when such notification is technically impossible or forbidden by legal acts.

6.8. Company does not accept and does not execute orders of the Client to perform operations on the Account of the Client if money on the Account is arrested, the right of the Client to manage the money is otherwise legally limited, or if operations performed by Company are suspended in cases described by applicable legal acts.

6.9. If Funds transferred by the order is returned due to reasons beyond the control of Company (inaccurate data of the Payment order, the account of the Recipient is closed, etc.), the returned amount is credited to the Account of the Client. Fees paid by the Client for execution of the order are not returned, and other fees and costs related to the returning of money and applied against Company can be debited from the Account of the Client.

6.10. Refund policy in case of return or cancellation of the purchase. The Merchant refunds the money in the currency specified in the check, i.e. in the currency in which the Merchant received payment for the product or service. After the Company receives money from Merchant, the Company exchange from the currency specified in the check to the debit currency of the Client's wallet at the rate at which the funds are received and credited to the Client's Joys Wallet. The Company is not responsible for any possible change in the amount of the debited currency from the Client's wallet due to a change in the rate at the time of return of the goods or services.

6.11. Client transactions are monitored. Client should provide Company within 3 (three) working days from the moment of receiving the respective request with all the necessary information concerning completed payment operation, including but not limited to explanations, certificates, other documents and information on issues related to payment operation. In case the requested information is not provided by Client or is incomplete or false, Company is entitled to suspend provision of all or part of services to the Client or/and terminate the Agreement.

6.12. Company may review Client's withdrawal transaction to mitigate any risks and/or prevent money laundering and to ascertain whether the transaction is connected to any Prohibited Activity (set in section 8). If risk is identified by Company, Company reserves the right to refuse the Payment Order.

6.13. Be advised that fiat funds held in Joys Platform account are exclusively for the purchase of Digital Assets or withdrawal to Client approved External Account. Proceeds from the sale of Digital Assets will be credited to your fiat account, less any transactional or other fees. Furthermore, be advised that Joys Platform does not pay interest on free fiat balances held in your account.

6.14. If you have opened a Joys Platform Wallet, you may only fund your account with digital assets. Joys Platform will not accept fiat to fund a Digital Assets Only Account. If fiat is transmitted to fund such an account, it will be returned to the sender, less applicable transfer fees.

6.15. Client agree to maintain in Joys Platform Account/Wallet a sufficient amount of Funds to meet minimum balance requirements imposed by Joys Platform for users to engage in currency exchange. Client acknowledge that if client do not have sufficient Funds to meet such minimum balance requirements, that Joys Platform may automatically stop transactions without notice. Joys Platform may modify such minimum balance requirements from time to time, in its sole discretion.

6.16. Only valid payment methods specified by Joys Platform may be used for Company Services.

6.17. All exchanges of fiat and virtual currency via Joys Platform Service are final. Company do not accept any returns or provide refunds for Client, except as otherwise provided in these Agreement.

7. Submission and Cancellation of the Consent, Cancellation of the Order

7.1. The Payment operation is considered authorized only after the Client gives his/her Consent. The Consent be confirmed by the payment password. The Consent confirmed in the present clause is considered appropriately confirmed by the Client, bears the same legal power as a paper document (Consent) signed by the Client and can be used as evidence when settling disputes between Company and the Client in courts and other institutions. The Client does not have the right to challenge the Payment operation performed by Company if the Payment order has been confirmed by a Consent submitted by a method defined in the present clause.

7.2. The Client agrees that Company, while executing the Payment operation, shall transfer Personal data of the Client possessed by Company to persons directly related to execution of such Payment operation – international payment card organizations and other Bank/Companies involved in the execution of the Payment Service.

7.3. Before you buy cryptocurrency, you need to select the type and wallet address for crediting the cryptocurrency. You agree that you are solely and full responsibility for providing us with the correct wallet type and address. If you entered the wrong type and/or address of the wallet, we cannot cancel the transaction, and we are not responsible for any losses associated with this operation. There will be no refund, cancellation or compensation for this operation.

7.4 If you pay for the purchase of cryptocurrency using bank cards, cancellation and refund of the transaction are not made. The service of crediting funds to a wallet for the subsequent purchase of cryptocurrency is considered to be provided.

8. Prohibited Activities

8.1. The Client, when using Company services, has no right to:

fail to observe the Agreement, any of its Supplements, valid legislation and other legal acts, including but not limited to, legal acts related to anti-money laundering and combating terrorist financing;

provide false, misleading or incorrect information to Company;

refuse to provide information reasonably requested by Company;

transfer and/or receive money acquired in illegal manner;

refuse to cooperate with Company in investigation of violations and identification of the Client;

use the Account and other services of Company in a way which causes losses, responsibility or other negative legal consequences to Company or other third persons;

undertake any other deliberate actions which could disturb provision of Company Services to the Client or third parties or disturb proper functioning of the System;

provide services which are prohibited by the law or conflict with public order and good morals;

disclose Passwords and other personalized safety features of Payment instruments to third persons and allow other persons to use Services under the name of the Client.

breach any law, statute, contract, regulation (including anti-money laundering);

8.2. The Client shall reimburse all direct damages, fines and other monetary sanctions applied to Company due to failure to observe or violation due to the fault of the Client, including but not limited to, clause 8.1 of the present Agreement.

8.3. Access the Services from a country, where Services are not provided by Company, according clause 2.6 of the Agreement.

8.4. Use an anonymous account.

9. Sending Notifications of the Parties, Communication and Consultation of Clients

9.1. The Client confirms that s/he agrees with provision of notifications by Company to the Client by publishing them on the System's website or APP Joys Wallet.

9.2. Company shall have the right to adjust its commission and fees in accordance with any changes in fees charged to Company by a third party. Company will use commercially reasonable efforts to inform Client of any such fee changes at least thirty (30) calendar days prior to the fee changes taking effect, unless Company has been notified by the third party of said changes within a shorter timeframe or is required to pay such charges in a shorter time frame.

9.3. The Client undertakes to check his/her APP and other instruments used for reception of notifications indicated on the Account at least once a business day, in order to notice notifications about changes in the Agreement in time.

9.4. The Client must renew the contact data (telephone number) on his/her Account within 1 working day. If the Client fails to renew the contact data on his/her Account, all consequences due to failure of Company to submit notifications to the Client shall fall on the Client.

9.5. Client shall immediately inform Company about theft or other loss of his/her personal identity document.

9.6. The Parties shall immediately inform each other about any circumstances significant for execution of the Agreement. The Client shall submit documents substantiating such circumstances (e.g. changes in the name, surname, signature, address, phone number, other contact data, personal document, initiation of bankruptcy proceedings against the Client etc.), whether this information is already transferred to public registers or not in 10 (ten) working days from the date of change.

9.7. If the Client provides Company documents which do not comply with requirements set by the legal acts and/or Company or reasonable doubts arise to Company about the authenticity or correctness of submitted documents, Company has the right to refuse to execute Payment orders submitted by the Client, suspend provision of other Services and/or demand from the Client to submit additional documents.

9.8. The Client has the right to learn valid amendments of the Agreement, its Supplements and Pricing on Company website or APP at any time.

10. Amendments to the Agreement

10.1. Company has the right to unilaterally amend and/or supplement conditions of the Agreement by following the notification procedure set forth the present Agreement.

10.2. The Client has no right to change and/or amend conditions of the Agreement unilaterally.

10.3. If the Client does not agree to amendments or supplements of the Agreement, s/he has the right to refuse from provision of Company services and terminate the Agreement notifying Company thereof 30 (thirty) days in advance.

11. Suspension of service provision. Termination of the Agreement (removal of the Account)

11.1. Company has the right to unilaterally and without a prior warning apply one or several of the following measures:

suspend execution of transfers;

suspend provision of all or part of services to the Client;

limit Client's access to the Account;

detain Client's money which has caused a dispute;

fully or partially suspend Payment operations on the Account and/or the Payment instrument;

refuse to provide services;

return arrested funds on the Account of the Client to the primary sender of funds.

11.2. In this case, at first funds of primary senders are arrested on the Account of the Client, and if the Client does not perform requested actions (additional identification of the Client, submitting requested documents) within the set time period or if the Client does not submit a reasoned explanation of the indicated case, the arrested funds shall be returned to the primary sender.

11.3. In case Company has reasonable suspicions that the Client is engaged in money laundering, financing of terrorism or other criminal activity is processed, Company has the right to suspend provision of services without providing the Client with explanation or notification till reasonable suspicions are fully denied or proved.

11.4. The Account and/or the Payment instrument can be blocked at the initiative of the Client if the Client submits request to Company and informs Company that the Payment instrument of the Client has been stolen or lost in another way, or money on the Account and/or the Payment instrument is used or may be used in another illegal manner.

11.5. The Client has the right to terminate the Agreement unilaterally without appealing to the court, but s/he has to notify Company thereof in writing 30 (thirty) calendar days in advance. If the Client terminates the Agreement, money left on account is returned to the same Client account in which it was written off.

11.6. Under a request of Company the Agreement and its Supplements may be terminated immediately if no operations have been made on the Account of the Client for more than a year.

11.7. Termination of the General agreement does not exempt the Client from appropriate execution of all responsibilities to Company which have arisen till the termination.

12. Confidentiality and Data Protection

12.1. The Parties undertake to protect each other's' technical and commercial information, which has become known to them while executing the present Agreement. Client undertakes not to transfer technical and commercial information of Company to third parties without a written consent from Company.

12.2. If the Client loses his/her Account Password or other Passwords, the Client undertakes to change the Passwords immediately or, if s/he does not have a possibility to do it, notify Company thereof immediately (not later than within one calendar day) with the help of information instruments indicated in section 10. Company shall not be liable for consequences that have originated due to the notification failure.

12.3. After Company receives the notification from the Client indicated in clause 12.2., it shall immediately suspend access to the Client's Account and provision of Company services until a new password created by the Client.

12.4. The Client is fully responsible for security used by him/her and their login passwords. Passwords are secret information, and the Client is responsible for its disclosure and for all operations performed after the Password used by the Client for a relevant Account or another Payment instrument is entered

12.5. The Parties expressly agree that messages transferred via mail can be considered evidence when settling disputes between Company and the Clients.

13. Liability of the Parties

13.1. Each Party is responsible for all fines, forfeits, losses which the other Party incurs due to violation of the Agreement made by the guilty Party. The guilty Party undertakes to reimburse direct damage incurred due to such liability to the affected Party. In all cases, liability of Company under the Agreement is limited by the following provisions:

13.2. Company shall only be liable for direct damages caused by a direct and essential breach of the Agreement made by Company, and only for such damages which could have been reasonably anticipated by Company during the breach of the Agreement.

13.3. In all cases, Company shall not be responsible for the profit and income the Client has not received, loss of Client's reputation, loss or failure of Client's business, and indirect damages.

13.4. Company does not guarantee uninterrupted System operation, because System operation can be influenced (disordered) by many factors which are beyond control of Company. Company shall put all efforts to secure as fluent System operation, as possible; however, Company shall not be liable for consequences originating due to System operation disorders.

13.5. Company is not liable for:

Money funds transfer from the Company Account and for other Payment operations with money on the Client's Account if the Client has not protected his/her Passwords and identification instruments, and they have become known to other persons, and also for illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;

errors made by banks, payment systems and other third persons;

consequences which arise after Company legally terminates the Agreement, cancels Client's Account or limits access to it, also after reasonable limitation/termination of provision of a part of the Services;

13.6. The Client is fully responsible for the correctness of data and orders provided for Company and when filling in documents in the System.

13.7. The Client bears all the losses that have arisen due to unauthorized Payment operations these losses have been incurred due to:

usage of a lost or stolen Payment instrument;

illegal acquisition of a Payment instrument if the Client has not protected personalized security features (including identity confirmation instruments).

13.8. The Party is relieved from the liability for failure to perform the Agreement if it proves that the Agreement has not been executed due to circumstances of Force Majeure which are proven in accordance with the procedure established by the law. The Client shall notify Company about Force Majeure circumstances which prevent execution of the Agreement in written within 10 (ten) calendar days after the day of occurrence of such circumstances. Company shall notify the Client about Force Majeure circumstances via email or on the System websites.

13.9. The Client should immediately notify Company if:

there has been an unauthorised transaction sent from Client account;

there has been unauthorised access to Client account

Company strongly recommend that Client monitor account closely on regular basis.

14. Client's disputes

14.1. Company aims to settle all disputes with the Client amicably, promptly and on terms acceptable to Parties; thus, in case of a dispute, Clients are encouraged to, first of all, address Company directly. Disputes are solved by negotiation.

14.2. The Client may submit any claim or complaint regarding services provided by Company by sending a notification via email or making a phone call specified on Service's website.

14.3. The complaint shall specify circumstances and documents on the bases of which the complaint has been submitted. If the Client bases his/her complaint on documents which Company does not possess, the Client shall also submit such documents or their copies when filing the complaint.

14.4. Terms of examination of claims or complaints of Clients:

Company shall examine Client's claim or complaint and notify the Client about the decision not later than within 30 (thirty) days, except when legal acts or other Company binding acts related to provision of Services (e.g. rules of international payment card organizations) establish a different time limit.

If Company cannot provide the answer to the complaint of the Client within the time period specified in the clause 14.4.1, Company shall inform the Client about the reasons and indicate when the Client will receive the answer;

14.5. If the Client is not satisfied with the decision of Company, the Client has the right to use all other legal remedies to protect his/her rights.

15. Final Provisions

15.1. Titles of sections and articles of the Agreement are intended solely for convenience of the Parties and cannot be used for interpretations of provision of the present Agreement.

15.2. Company shall not be responsible for execution of tax obligations of the Client, or calculation and transfer of taxes applied to the Client.

15.3. If any provision of the Agreement is recognized invalid, the other provisions of this Agreement do not cease to apply.

15.4. The Agreement comes into effect as provided for in clause 2.4. of the Agreement. The Client can save the text of the Agreement during his/her registration in the System.

15.5. Links to websites given in the Agreement regulating provision of separate services are integral parts of this Agreement and are applied to the Client from the moment s/he starts using the respective service.

// Version of the Agreement dated December 24, 2019.