

# Terms of Service

Last updated: July 7, 2021

## 1. General provisions

1.1. These Terms of Service (the "Terms") govern your use of products, services, or any other feature, technology or functionality (the "Service") provided by the Company through Service's website [www.igex.pro](http://www.igex.pro), plugins or any other means. Please read the Terms carefully.

1.2. These Terms may apply to you individually, the business or other legal entity user you represent, or both. If you are using the Service on behalf of a company or other legal entity, you hereby represent and warrant that you have the authority to enter into these Terms on behalf of such entity. The Company provides the Service solely on the terms and conditions set forth in these Terms and on the condition that you accept and comply with them.

1.3. By accessing, using or registering on the Service, you (a) agree that you have read, understood and accepted all the terms and conditions contained in these Terms, as well as the provisions of our Privacy Policy, AML Policy and other legally binding documents publicly available on the Service's website or any other means; and (b) represent and warrant that: (i) you are of legal age to enter into a binding agreement; and (ii) if you are entering into these Terms on behalf of a corporation, governmental organization or other legal entity, you have the right, power and authority to enter into these Terms on behalf of the corporation, governmental organization or other legal entity and bind them to these Terms.

1.4. If, after the conclusion of these Terms, other agreements on the use of the Service are concluded between the Customer and the Company, these subsequent agreements (including individual agreements on the use of the Service) are considered an integral part of these Terms.

1.5. Unless otherwise noted, the Purchaser is not required to register and open an Account as a precondition for the execution of a Transaction, but the requirements of these Terms are binding on all Purchasers who have accepted these Terms using the Service. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THE SERVICE. YOUR USE OF THE SERVICE REQUIRES YOUR ACCEPTANCE OF THESE TERMS AS THEY MAY BE AMENDED FROM TIME TO TIME, INCLUDING THE POLICIES INCORPORATED BY REFERENCE HEREIN.

## 2. Definitions

2.1. Unless otherwise required by the context, the following terms beginning in a capital letter shall be taken to have the following definitions:

2.1.1. **Account** – a virtual interface designed to use the Service, through which Customers use the available functionality and features of the Service;

2.1.2. **Company** – VienPay UAB, legal entity code 305744365, registered address at Nagevičiaus g. 3, Vilnius, Republic of Lithuania;

2.1.3. **Customer** – a legal or natural person performing monetary operations or concluding transactions with the Company;

2.1.4. **Currency** - Fiat Currency and Virtual Currency together for the purpose of accurate interpretation and compliance with the provisions of these Terms;

2.1.5. **Fees** – a payment for the use of the Service, if such a requirement of the Company is provided for by a mandatory condition;

2.1.6. **Fiat Currency** – all kinds of money that are made legal tender by a government decree or fiat, which is authorized or guaranteed by a central bank or other public authority and which is not necessarily pegged to currency;

2.1.7. **Purchaser** – a legal or natural person who purchases the goods and services offered by the Customer and agrees to the Terms;

2.1.8. **Representative** - a person or persons who act on behalf of the Customer or the Purchaser using the available capabilities of the Service (including persons who submit applications and required documents);

2.1.9. **Service** – any services, products, or any other feature, technology or functionality) provided by the Company through Service's website [www.igex.pro](http://www.igex.pro), plugins or any other means;

2.1.10. **Transaction** - accepting supported Currencies as payment for a legitimate purchase, sale, order or other transaction for Purchasers to pay for goods and services offered by Customers and processing Currency payments that Customers receive from Purchasers using the Service;

2.1.11. **Virtual Currency** – an instrument with a digital value but no legal currency or monetary status, which is not authorized or guaranteed by a central bank or other public authority and which is not necessarily pegged to currency but which is recognized by natural or legal persons as an exchange instrument and which is transferable and sold electronically;

2.1.12. **Virtual Wallet** – public key addresses which are generated for virtual currency addresses for the storage and management of virtual currencies entrusted to other natural or legal persons (third parties) but remaining in their ownership.

### 3. The Service

3.1. By using the Service, you authorize us to act as Customer's agent so that we can receive, hold and disburse the Currency on your behalf, and take any and all action we deem necessary to provide the Service and to comply with applicable law. The Purchaser's payment to the Company will be considered a payment made directly to the Customer and will settle the Purchaser's outstanding obligation in the amount of the payment. By choosing the Service when you initiate the Transaction, you agree to pay all costs in connection with the processing of such Transaction.

## 4. Account

4.1. To register for the Account to access the functions of the Service, you or your Representative at our request, you may be required to provide us with your business or trade name, physical address, email, phone number, business identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your Account administrator. Until you have submitted, and we have reviewed and approved, all required information, your Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.

4.2. We may require additional information from you to help verify your identity and assess risk, such as your date of birth, tax identification number, or government-issued identification. We have the right to reject your Account registration or to later close your Account, if you do not provide us with accurate, complete, and satisfactory information. In order to verify the information you submit via the Account registration process, we may request information from various third parties, including credit reporting agencies and identity verification services.

4.3. By accepting these Terms you authorize us to retrieve information about you by using third parties and acknowledge we may have to share the information you have previously submitted to do so. From time to time the Company may engage third parties in order to assist in different aspects of the provision of the Service to you. You acknowledge and agree your use of the Service may require we share your information with these third parties who may need to review your eligibility to use the Service according to their own verification procedures.

4.4. If you use Payment Processing Services (the "PPS"), your name (or the name used to identify you) and URL may appear on your Purchasers' bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Purchasers and must accurately describe your business or activities. You may only use PPS to facilitate transactions (as defined below) with your Purchasers. You may not use PPS to conduct any personal transactions or for peer-to-peer money transmission, or for any other purposes prohibited by these Terms.

4.5. The information you provide when you open the Account must be accurate and complete. By registering for the Service, you represent and warrant that all information you submit to us is true, accurate, current and complete and that you will promptly notify us in writing if your information changes and update your Account with any changes affecting you, the nature of your business activities, your Representatives, beneficial owners, principals, or any other pertinent information within ten business (10) days of any changes to such information. It is your responsibility to keep your Account and profile information accurate and updated. We are not responsible for any disputes or claims related to any inaccurate, incomplete, or untimely information provided by you to us. You agree to keep the information in your Account current. We may suspend your Account or terminate these Terms if you fail to keep this information current.

4.6. You also agree to promptly notify us in writing no more than three days after any of the following occur: you are the subject of any voluntary or involuntary bankruptcy or insolvency application, petition or proceeding, receivership, or similar action; there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business; you transfer or sell 25% or more of your total assets, or there is any change in the control or ownership of your business or parent entity; or you receive a judgment, writ or warrant of attachment or execution, lien or levy against 25% or more of your total assets.

4.7. You may from time to time identify problems, solutions to identified problems, provide suggestions, comments or other feedback related to the Service or otherwise relating to the Company (the "Feedback") to the Company. You acknowledge and agree that all Feedback is and shall be given entirely voluntarily and the Company shall be free to use or disclose such Feedback for any purpose. You further acknowledge and agree that your Feedback does not contain confidential or proprietary information and you are not entitled to any compensation or reimbursement of any kind from the Company under any circumstances relating to such Feedback.

4.8. Unless otherwise noted, Purchasers filing complaints with the Company about a purchase will be forwarded to Customers for resolution. The Customers filing complaints regarding our processing service should complaints via Customer's Account. The Company reserves the right to terminate the Account which receives excessive complaints.

## **5. Representative**

5.1. You and your Representative individually affirm to the Company that your Representative is authorised to provide the information above on your behalf and to bind you to these Terms. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority.

5.2. Without our prior consent, neither you nor your Representative may attempt to register the Account or use the Service using existing Account on behalf of an entity that has previously ceased using the Service.

5.3. If you are a sole proprietor, you and your Representative also affirm that your Representative is personally responsible and liable for your use of the Service and your obligations to the Purchasers, including the payment of any amounts due under these Terms.

5.4. The following special requirements apply in relation to persons that are not at least 18 years old. If you are an individual or sole proprietor, and you are not at least 18 years old, but you are 13 years old or older, your Representative must be your parent or legal guardian. If you are a legal entity that is owned, directly or indirectly, by an individual who is not at least 18 years old, but the individual is 13 years old or older, your Representative must either obtain the consent of your board or of an authorised officer. Any such approving board, authorised officer, parent, or legal guardian is responsible to the Company and is legally bound to these Terms as if it had agreed to these Terms itself. You may not use the Service if you are under 13 years of age.

## **6. Account support**

6.1. We will provide you with support to resolve general issues relating to your Account and your use of the Service. This support includes resources and documentation that we make available to you through the current versions of Company's support pages, and other pages on our website. The most efficient way to get answers to your questions is to review Company's support pages. If you still have questions after reviewing the Company's support pages, please contact us.

6.2. You are solely responsible for providing support to your Purchasers regarding Transaction receipts, product or service delivery, refunds, support, returns, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Service to your Purchasers.

6.3. You will have access to Account information detailing your ledger and Transactions and settlement history through your Account. Should you identify an error, you must notify us within thirty (30) calendar days of the ledger entry posting.

## **7. Relationship with your Purchasers**

7.1. You are responsible for your relationship with your Purchasers. Company is not responsible for the products or services you offer or sell, or that your Purchasers purchase using the Service; or if you accept donations, for your communication to your Purchasers of the intended use of such donations. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, refunds, returns, support, and for any other additional services you provide to your Purchasers.

7.2. Company provides the Service to you but we have no way of knowing if any particular Transaction is accurate or complete, or typical for your business. You are responsible for knowing whether the Transaction initiated by your Purchaser is erroneous (such as a Purchaser purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if the Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Purchaser before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Service.

## **8. Validation and risk assessment**

8.1. At any time during the term of these Terms and your use of the Service, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, verify you or your Representative's identity, assess the risk associated with your business or your Transaction. This additional information may include business invoices, copies of government-issued identification, business licences, other information related to your business or activities, its beneficial owners or principals, description and details of specific Transaction, satisfactory proof of name, residence address, email, etc. If you use PPS, we may also request that you provide copies of financial statements or records pertaining to your compliance with these Terms, or require you to provide a personal or company guarantee. Your failure to provide this information or material may result in suspension or termination of your Account or the refusal to process specific Transaction.

8.2. You authorise us to retrieve information about you from our service providers and other third parties, including credit reporting agencies and identity verification services and you authorise and direct such third parties to compile and provide such information to us. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Account. The Company may periodically update this information as part of our risk analysis procedures.

## **9. Fees, fines, and associated costs**

9.1. The Company does not charge Fees for using the Service for Customers. In any case, we reserve the right to set the Fees for conducting Transactions using the Service. However, we will give you at least 15 days' notice before the changes become applicable to you (or for a longer period if required by applicable law). If you have questions about the Fees, please contact us.

9.2. The ability to provide the Service may depend on the provision of additional services, which may cause additional costs (for example, Currency exchange services, the obligation to pay for which rests with the Purchaser, service for processing a Purchaser's Transaction, etc.). The provision of additional services (including third-party services) is carried out in accordance with the terms and policies for the provision of such services. In each case of the provision of additional services, the payer will be warned about the additional costs before making the payment. If the payer refuses to pay additional costs, the Company has the right to refuse access to the Service regarding the relevant Transaction.

9.3. You are responsible for any fines (penalties or sanctions) imposed on you or the Company by any payment method provider or recipient of a payment method as a result of your use of the Service in a manner not permitted by these Terms or a payment method provider/payment method acquirer's rules and regulations.

9.4. The Purchaser can decide at own discretion whether to pay or not pay the invoice after it has been created. If the Purchaser wishes to know more about the costs, the Purchaser can obtain additional information by contacting us or the Customer. We reserve the right to change the structure of mandatory payments, without which the use of the Service may be impossible. Your continued use of the Services after we notify you of any changes to the Terms (including if we set the Fees for using the Service) constitutes your acceptance of amended Terms.

## **10. Payment terms**

10.1. If you initiate the Transaction where payment for additional services is mandatory, you agree to pay the associated costs by the due date and all applicable taxes. All applicable taxes are calculated based on the payment information you provide us at the time of purchase. Unless otherwise noted, all associated costs and applicable taxes are assessed in US dollars (USD). You also agree that the Company and its third-party payment service providers (including PPS providers) may store your payment information. Unless otherwise set forth on an applicable ordering document incorporating these Terms, the Service is billed in advance and are non-refundable.

10.2. If the payment method you use with us reaches its expiration date and you do not edit the applicable information, you authorize us to continue billing that payment method and you remain responsible for any uncollected amounts. We may charge for subsequent charges you authorize, such as payment information update or other special charges authorized by you.

10.3. In case of any update of payment information regarding an unfinished Transaction, a new exchange rate may be applied, followed by a proportional change in the amount of your Transaction and an increase in the amount of associated costs; the Company is not responsible for such additional costs and losses. To avoid additional costs and losses, we recommend that you refrain from updating your payment information until the completion of the Transaction.

10.4. Failure to pay may result in the termination of access to the Service. You can try to cancel or suspend an unfinished Transaction by contacting the Company at [support@iqex.pro](mailto:support@iqex.pro). You agree to reimburse us for all collection costs and interest for any overdue amounts. Unless

expressly stated otherwise, we do not guarantee refunds for non-use, dissatisfaction or any other reason.

## **11. Methods of settlement**

11.1. The Company settles once the settlement amount is above the settlement minimum. The current settlement minimums are indicated in your Account. Customers receive a settlement once a week if the settlement amount is above the settlement minimum.

11.2. You can receive a settlement in any of the supported Currencies. However, we do not guarantee the value of the respective Currency. You assume volatility risks of the Currency in which you choose to settle. For example, if you choose to settle in Bitcoin, then you assume the volatility risk of the Bitcoin value.

DISCLOSURE: While there are also material risks from accepting various forms of payment (such as associated costs, other proprietary electronic payments and alternative currency payments including Virtual Currency), Company is disclosing the following material risks of supported Currencies.

11.3. If the Service provides such an option, direct deposit to a bank account in a selected Currency is available to Customers located in certain countries. If you wish to receive direct deposit settlements, you must provide us with valid bank account information and keep such information current. We will pay the accumulated funds weekly if the settlement minimum is reached. We will pay out the accumulated funds when the settlement minimum is reached in accordance with the method of settlement chosen by the Customer, available at the time the withdrawal is initiated.

11.4. You must provide us with written notice at least one (1) business day prior to closing your bank account specified in your Account. If you wish to continue to receive direct deposits, you must provide us with information for a substitute bank account. You are solely liable for all fees and costs associated with your bank account and for all overdrafts. You are also liable to us for any fees that we may incur based on your provision of inaccurate information or instructions. You authorize us to initiate electronic credits to your bank account at any time, as necessary to process your Transactions. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties.

11.5. We will charge you the applicable wire fees, if applicable. Settlements might be initiated from a bank account held in the name of the Company, which is a foundation that is set up to segregate Purchaser funds from operational funds.

11.6. Any supported Virtual Currency accepted by the Company on your behalf must be settled to a Virtual Wallet that you provided. If you are accepting any portion of your settlement in a supported Virtual Currency, we will settle to your designated Virtual Wallet on a daily basis, if applicable and the settlement minimum is reached. The Company is not liable for any losses incurred as a result of improperly reported or designated Virtual Wallet that you provide or performing the automatic payment settings selected by you in your Account.

11.7. Please contact our support team for information related to current minimum settlement amounts and deposit frequency.

## 12. Payments and payment exceptions

12.1. In certain situations when an invoice is not fully paid or overpaid, it will result in a payment exception. If the Purchaser requests a refund for a payment exception, the Company will deduct the associated costs from the refund amount, if applicable.

12.2. Underpayments. Underpayments occur when the Purchaser sends less than the full amount as requested by the Customer. Since the payment was not in full or completed, the Transaction will not be completed and the funds do not get applied to the Customer ledger balance. If an underpayment has occurred, the Purchaser should contact our support team to determine the available options for refunding the Purchaser. For processing a transaction for the return of underpayment amounts, we have the right to withhold amounts that cover the costs associated with processing a non-standard transaction.

12.3. Overpayments. Overpayments occur when the Purchaser sends an amount greater than the full amount as requested by the Customer. In cases such as this, this payment may pass through the state of being paid in full. As soon as the payment receives the “completed” status, the funds payable to the Customer are credited to the Customer’s ledger balance. However, these extra funds are not transferred to the Customer’s ledger balance and remain stored on the Service ledger balance until the Purchaser applies for a refund of the overpaid amount.

12.4. Delayed payments. Delayed payments occur when a Transaction is received outside the time window set by the Service on the payment page. Any payments sent to the expired address (a payment made after the payment time window set by the Service) may show up in the Company’s system as a delayed payment. For more information or to resolve delayed payments, either the Customer or the Purchaser will need to contact our support team with the appropriate information. Delayed payments may be subject to the overpayment and underpayment terms and conditions above. We reserve the right to apply clause 22 of these Terms regarding delayed payments.

12.5. The Company reserves the right to charge a fee for the provision of additional services for processing requests for underpayment, overpayment and delayed payments. The payer is obliged to pay for such additional services, unless the Purchaser and the Customer agree otherwise.

12.6. Unsupported Currencies. For an overview of the currently supported Currencies, please refer to the Service’s website: <https://iqex.pro>. Unless explicitly mentioned on our website or in these Terms, we do not support or process payments for the unsupported Currencies. The Purchasers should not pay any invoice or send funds in the unsupported Currencies using the Service. If the Purchaser and / or Customer sends unsupported Currencies using the Service, the Purchaser and / or Customer may lose such funds in the unsupported Currencies. Additionally, the Customer and the Purchaser agree that the Company assumes no responsibility whatsoever in respect to that unsupported Currencies and the Customer and the Purchaser will not be able to recover the unsupported Currencies from the Company. The Company assumes absolutely no responsibility whatsoever in respect to the unsupported Currencies.

12.7. Unclaimed Property. If a payment exception is made and the Company receives Currency, and the Company is unable to contact the Customer or the Purchaser and has no record of the Customer or the Purchaser 's use of the Service for several years, applicable Law may require the Company to report these funds as unclaimed property to the applicable jurisdiction. If this occurs, the Company will try to locate the Customer or the Purchaser using the notification information shown in our records, but if the Company is unable to locate the Customer or the Purchaser, it may be required to deliver any such funds to the applicable jurisdiction as unclaimed property. The Company reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by applicable Law.



12.8. Restricting access to funds. If we need to conduct an investigation or resolve any pending dispute related to your Account, we may delay settlement or restrict access to your funds while we do so. Additionally, we may delay settlement or restrict access to your funds if required to do so by applicable Law, court order or at the request of law enforcement. The Company is not liable for any losses incurred as a result of the above circumstances and events.

### **13. Refund procedures and adjustments**

13.1. Refunds are made in the Currency in which the respective Transaction was executed, unless otherwise noted. If the Customer decides to refund in a supported Currency other than the Transaction Currency, the Customer should contact our support team to determine if your request can be fulfilled. The Company can facilitate the Currency refunds on your behalf.

13.2. The Customer can decide to issue a partial refund or refund the full amount of the initial purchase. If the Customer do not have enough funds in Customer's Account to cover the refund, the Company may require the Customer to deposit a Currency to the Company to cover the refund to the Purchaser. Any required Currency conversion during the refund process will be calculated at a spot rate determined by the Company.

13.3. The Company does not provide an option to block the exchange rate for the entire time of the available refund. The Customer accepts and agrees that if the Purchaser requests a refund, the Customer must return to the Purchaser the exact amount of Currency paid by the Purchaser to pay for the purchase, excluding the amount of the associated paid by the Purchaser for the Currency exchange services.

13.4. If the Currency in which the Purchaser paid differs from the Currency selected by the Customer and credited to the Customer's ledger balance, the Customer assumes the possible risks of exchange rate volatility, and the Customer undertakes to pay the associated costs related to the exchange of Currency. The Customer accepts and agrees that the refund will take place at the Currency exchange rate offered by the Service at the time the Customer's request for the refund is approved.

13.5. Also, if the refund request is approved, the Customer accepts and agrees to cover the missing amount that may arise due to a negative difference in the event that the amount of Currency received by the Customer to pay the Purchaser for the purchase turns out to be insufficient to exchange for the exact amount of Currency that the Purchaser used when payment for the purchase, as well as pay associated costs required to fulfill the refund request (the costs for the services of exchanging one Currency for another Currency).

13.6. Below are examples of calculating the refund amount if the Purchaser's Currency and the Customer's Currency are different.

13.6.1. Example for Currency ETH (the same applies to other supported Currencies) if the price of ETH gets higher on the refund day:

Day of purchase: exchange rate of 1 ETH / 1500.00 USDT at the time of processing the Transaction by the Service. The Purchaser sent 1.0 ETH using the Service and as a result of the exchange of Currencies, the Customer received 1500.00 USDT on the ledger balance. The Purchaser pays the associated costs for the services of exchanging one Currency for another Currency for making the Transaction to pay for selected purchase from the Customer.

Refund day: the exchange rate is 1 ETH / 1600.00 USDT at the time of the refund Transaction processing by the Service. The Customer sends the refund request and the Company approved

the refund, the Customer covers the resulting negative difference (100.00 USDT) and, using the Service, sends 1500.00 USDT in order to return 1.0 ETH to the Purchaser. Direct transfer of 1 ETH to the Purchaser on behalf of the Customer is performed by the Service. The Customer pays the associated costs for the services of exchanging one Currency for another Currency for completing the Transaction to return funds to the Purchaser.

13.6.2. Example for Currency ETH (the same applies to other supported Currencies) if the price of ETH becomes lower on the refund day:

Day of purchase: exchange rate of 1 ETH / 1500.00 USDT at the time of processing the Transaction by the Service. The Purchaser sent 1.0 ETH using the Service and as a result of the exchange of Currencies, the Customer received 1500.00 USDT on the ledger balance. The Purchaser pays the associated costs for the services of exchanging one Currency for another Currency for making the Transaction to pay for selected purchase from the Customer.

Refund day: the exchange rate is 1 ETH / 1400.00 USDT at the time of the refund Transaction processing by the Service. The Customer sends the refund request and the Company approved the refund, the Customer through the Service sends 1400.00 USDT in order to return 1.0 ETH to the Purchaser. Direct transfer of 1 ETH to the Purchaser on behalf of the Customer is performed by the Service. The Customer pays the associated costs for the services of exchanging one Currency for another Currency for completing the Transaction to return funds to the Purchaser. The positive difference resulting from the exchange of Currencies in the event of a fall in the value of the Purchaser's Currency remains in the possession of the Customer.

13.7. With Customer's explicit consent, the Company can set a refund reserve. You can use the refund reserve to refund the Company invoices (e.g., when goods/services are not delivered) or to fund Virtual Currency payout requests. Once the refund reserve is set, the Company does not settle the refund reserve amount. Pending refunds are deducted from your refund reserve. If no refund reserve is set, pending refunds will be deducted from the settlement amount. The Company incurs miner fees to refund a payment.

13.8. The Company does not own or control the underlying software protocols that govern the operation of Virtual Currencies supported on our platform. In general, the underlying protocols are open source, and anyone can use, copy, modify, and distribute them. Unless explicitly mentioned on our website or in these Terms, we do not support or process payments for unsupported payments, coins, tokens, assets, or blockchain forks. The Company assumes absolutely no responsibility whatsoever in respect to the unsupported Virtual Currencies.

13.9. You accept and acknowledge that we are not liable or responsible for any errors or omissions that are made in connection with any Virtual Currency Transaction initiated via the Service. We strongly encourage you to review your transaction details carefully before attempting to receive or transfer a Virtual Currency.

13.10. The Company is not responsible for Customer's refund policies. We do suggest you have a clear refund policy for Purchasers (including, if applicable, "no refunds are allowed as all sales are final"). For certain industries, a refund policy may not be applicable (e.g. where a service is provided). If refunds are permitted, we recommend the Customers to refund the amount of the initial purchase in the Currency in which the item was priced. In cases where the Customer does not know the exact amount of the refund in the Currency of the Transaction for which the refund is requested, or the Purchaser's payment details are not available for the Customer or the Purchaser cannot be verified, the Customer may contact us in order to process and execute the refund request in compliance with Customer's refund policy, these Terms and applicable Law.

## **14. Taxes and other expenses**

14.1. Customers and Purchasers are obligated to pay all taxes, fees and other charges imposed by any governmental authority, including any value added tax, goods and services tax, sales tax and applicable indirect and transactional taxes (the "Taxes") on the Service provided under these Terms.

14.2. Customers and Purchasers have sole responsibility and liability for: (i) determining what, if any, Taxes apply to the sale of your products and services, acceptance of donations, or payments you receive in connection with your use of the Service; and (ii) assessing, collecting, reporting, and remitting Taxes for your business or received funds to the appropriate tax and revenue authorities. If we are required to withhold any Taxes, or we are unable to validate any tax-related identification information you provide to us, we may deduct such Taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide us with information regarding your tax affairs.

14.3. We may send documents to you and tax authorities for the Transactions processed using the Service. Specifically, pursuant to applicable Law, we may be required to file periodic informational return with taxing authorities in relation to your use of the Service. If you use the PPS, you acknowledge that we will report the total amount of payments you receive each calendar year as required by appropriate tax and revenue authorities. We also may, but are not obliged to, electronically send you tax-related information.

## **15. Limitations and restrictions**

15.1. You must use the Service in a lawful manner, and must obey all laws, rules, and regulations (the "Law") applicable to your use of the Service and to Transactions. As applicable, this may include compliance with domestic and international Law related to the consumer protection, unfair competition, privacy, and false advertising, and any other Law relevant to Transactions.

15.2. You may not use the Service to enable any person (including you) to benefit from any business or activities that has been determined to be restricted activity by the Company or our Company's service provider, or defined by the Law as illegal or prohibited (the "Restricted activity").

15.3. Restricted activity includes use of the Service in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States Office of Foreign Asset Control (OFAC), the European Commission, or the Company's jurisdiction.

15.4. You also confirm that you are not a national or resident of Bangladesh, Bolivia, Central African Republic, Cuba, Iran, Iraq, Lebanon, Libya, Democratic Republic of the Congo, North Korea, Crimea, South Sudan, Sudan, Syria, Somalia, United States of America (including all dependent territories, e.g. Puerto Rico, American Samoa, Guam, Northern Mariana Island and the US Virgin Islands) and Venezuela.

15.5. Before registering and opening the Account, carefully review your business and activities regarding the absence of applicable Restricted activity indications. If you are uncertain whether a category of business or activities are restricted or have questions about how these restrictions apply to you, please contact us.

15.6. You may not use the Service to facilitate illegal Transactions or to allow others to use the Service for personal or other non-business purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public Company systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Service, or our website except as expressly permitted by applicable Law; (iii) act as service bureau or pass-through agent for the Service with no added value to the Purchasers; (iv) transfer any rights granted to you under these Terms; (v) work around any of the technical limitations of the Service or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Service except as expressly permitted by Law; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Service or affect use of the Service by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service infrastructure.

## **16. Security**

16.1. We have implemented security measures designed to secure your information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized persons will never gain access to your information, and you acknowledge that you provide your information at your own risk, except as otherwise provided by applicable Law. You acknowledge and agree that you are solely responsible for protecting your password and other personal information and for the consequences of not protecting such data.

16.2. Access to the Service and to certain online Transactions may involve the use of identification numbers, passwords, payment accounts or other individualized nonpublic information ("Private information"). You shall use your best efforts to prevent unauthorized use of the Service, your Account, or of any Private information, and shall promptly report to the Company any suspected unauthorized use or other breach of security. You shall be responsible for any unauthorized use of your account, identification numbers or passwords until we receive written notice of a breach of security and a request to block further access for such numbers and passwords. The Company shall not be liable for any unauthorized use of payment accounts.

16.3. You are responsible for maintaining the confidentiality of your Private information. You are fully responsible for all activities that occur with the use of your password or the Account. Please notify us immediately of any unauthorized use of your password or the Account or any other breach of security. If you share your password with others we will not be liable for any loss that you may incur as a result of someone else using your password or the Account, either with or without your knowledge. You may not allow other Customers to use your Account. You may not use anyone else's password at any time.

## **17. Suspicion of unauthorised or illegal use**

17.1. We may refuse, condition, or suspend any Transactions that we believe: (i) may violate these Terms or other agreements you may have with Company; (ii) are unauthorised, fraudulent or illegal; or (iii) expose you, Company, or others to risks unacceptable to Company. If we suspect or know that you are using or have used the Service for unauthorised, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or Law enforcement agency consistent with our legal obligations. This information may include information about you, your Account, your Purchasers, and Transactions made through your use of the Service.

## **18. Transaction volume limits**

18.1. Unless otherwise noted, the Company has the right to set daily and annual Transaction processing limits on Customers. When you register for the Account, basic Transaction volume limits may apply to your Transactions. Requests to increase your processing limit will not be approved unless and until we have reviewed your documentation to our satisfaction and have confirmed the accuracy and authenticity of the information therein.

18.2. At Company's discretion, and based on Company's risk assessment of your business and activities, Transaction capabilities may not be enabled until additional documentation or information regarding you and your business/activities is collected and verified.

## **19. Records keeping**

19.1. You must keep all records needed for fulfilling the goods or services sold to the Purchasers and providing any post-sale support to the Purchasers. If the sale of the item requires any government registration of the sale, you are responsible for such registration. Company is required to maintain records of all documentation and information collected for your Account for the duration that your Account is active, and up to 7 years thereafter or as otherwise provided by applicable Law.

## **20. Your eligibility and responsibility**

20.1. Use of the Service is subject to the Law regarding the prevention of terrorist financing and anti-money laundering. You agree and acknowledge that your use of the Service would and will comport with such Law.

20.2. To be eligible to use the Service, you represent and warrant that you: (i) are not currently restricted from the Service and are not otherwise prohibited from having the Account related thereto; (ii) will only maintain one Account at any given time; (iii) will only provide accurate information to the Company; (iv) have full power and authority to enter into these Terms and doing so will not violate any other agreement to which you are a party; and (v) will not violate any rights of the Company or a third party.

20.3. You assume all responsibility for your use of, and access to, the Service. Accounts are for a single user, company or other legal entity, as applicable. Any multiple-party use, other than individual use on behalf of a company or other legal entity, is prohibited. For example, sharing a login between non-entity individual users is prohibited.

20.4. Your use of the Service is also subject to the following important restrictions:

20.4.1. You are at least eighteen (18) years old or older and have the right, power and contractual capacity to agree to these Terms.

20.4.2. Your use of the Service will not contravene any applicable international, state or local Law, including applicable tax Law.

20.4.3. Your use of the Service will not relate to the following Restricted activity:

- o sales of Kratom, nootropics, narcotics, or any controlled substances;
- o items that infringe or violate any intellectual property rights such as copyrights, trademarks, trade secrets, or patents;
- o ammunition, firearms, explosives (including fireworks), or weapons regulated under applicable Law or as determined by us; or
- o Transactions that show the personal information of third parties in violation of applicable Law;
- o Transactions that support pyramid, Ponzi, or other "get rich quick" schemes;
- o any services which compete with the Company;
- o Explicit sexual content;

20.4.4. If your use of the Service relates to one of the following activity, your business or activities are subject to internal review and you are only allowed to transact when expressly authorized by the Company in writing:

- o engaged in forex exchange, money service business activities or e-wallets;
- o providing Currency exchange services;
- o Transaction that are associated with purchases of annuities or lottery contracts, lay-away systems, banking, offshore banking, transactions to finance, investing, investment related products, or
- o Transactions that involve gambling or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, and sweepstakes, unless you have obtained our prior written approval and you and your customers are located exclusively in jurisdictions where such activities are permitted by the Law.

## **21. Our right to inspect**

21.1. We may request permission to inspect Customers business (including verifying Customer location) in connection with Customer's use of the Service, and documentation or evidence in support of certain Transactions. If the Customer refuses our request, we may suspend or close the Account.

## **22. Our right to reject**

22.1. We reserve the right to reject to process the Transaction if we reasonably believe it is in breach of these Terms or could harm you, other Customers, the Purchasers or other parties. If we reasonably suspect that your Account has been used for illegal purposes, you authorize us to transfer information about you, your Account, and activities on your Account to law enforcement agencies.

## **23. Use of third party services**

23.1. When you use the Service, you may be offered services, products and promotions provided by third parties. If you choose to use these third party services, you do so at your own risk and you are solely responsible for reviewing, understanding and complying with the

associated terms and conditions. We expressly disclaim any responsibility for third party services and are not responsible for the operation of third party services.

## **24. Information security**

24.1. To maintain the quality and reliability of the Service at a high level, we have implemented security measures designed to protect your information from accidental loss, unauthorized access, use, alteration or disclosure. However, we cannot 100% guarantee that unauthorized persons will never be able to access your information. You acknowledge that you provide your information at your own risk, unless otherwise required by Law. In order to provide the Service, we may also share information about you and your Account with third parties, including but not limited to your bank and the Purchasers.

## **25. Verification of identity**

25.1. We must verify the information you submit during the Account registration process. We may request information from various third parties, including credit reporting agencies and identity verification services. By accepting these Terms, you authorize us to receive information about you through third parties and acknowledge that we may need to share information that you previously submitted to do so.

25.2. The Company may engage third parties to assist you in various aspects of providing you with our Service. You acknowledge and agree that your use of the Service may require us to share your information to these third parties, which may need to verify your eligibility to use the Service in accordance with their own verification procedures.

25.3. In accordance with Customer's local Law, the Customers are solely responsible for obtaining any information required of those who purchase its goods or services. For instance, if applicable Law prohibits a sale to persons under the age of 18 years, you must ensure that a Purchaser is at least 18 years of age. Similarly, if applicable Law requires that a Purchaser's identity be verified, you must verify the Purchaser's identity. The Company will not be responsible for your failure to adequately verify your Purchaser's identities or qualifications.

## **26. Intellectual property; ownership of the Service**

26.1. We retain all right, title, and interest in and to the content and all of the Company's brands, logos, and trademarks.

26.2. You agree and acknowledge that we own all rights, titles and interests to and in the Service, related software, technology tools and content, the Service's website, the Company's intellectual property, and other materials created by and associated with the Company (collectively, the "Property"). You are only permitted to use the Service to accept and receive payments in accordance with these Terms.

26.3. When you accept the Terms, we grant you a personal, limited, revocable and non-transferable, non-sublicensed license to use the Property. You shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, or use the Property as a component or basis for products or services prepared for commercial sale, sublicense, rent,

access or distribution. You must not prepare derivative works based on the Property, and you must not translate, reverse engineer, decompile or disassemble the Property.

## **27. Customer content**

27.1. As between you and Company, you own the information, materials, photos, or other content (the "Customer content") you provide the Company under these Terms. Any Customer content that you upload or otherwise provide to the Company in connection with the Service may be used by the Company in order to provide and promote the Service or the Company's business. Accordingly, you grant to the Company, and all of its subsidiaries, affiliates, successors, and assigns, a worldwide, perpetual, royalty-free, fully paid, sublicensable, non-exclusive, and transferable right to use, publish, reproduce, distribute, modify, prepare derivative works of, adapt, publicly display and otherwise use the Customer content. Such right to use such Customer content shall survive the termination of these Terms and termination of the Service. You authorize us to use, forward, or post your profile or related information on other sites and services. Additionally, you authorize us to use your corporate logo and corporate name, if applicable, for any promotional purposes (to opt-out, email us at [marketing@Customer.com](mailto:marketing@Customer.com)). Notwithstanding the foregoing, you retain all rights to the Customer content, except as otherwise provided herein or as otherwise provided in any other agreement between you and the Company. Any Customer content you submit to us is provided at your own risk of loss. You are solely responsible for all Customer content you share, provide, display, publish, or disseminate to others, whether such action was taken by us or you. By providing Customer content to us, you represent and warrant that you are entitled to submit it and that it is not confidential and not in violation of any Law, contractual restrictions or other third party rights (including any intellectual property rights). The Company may also remove or delete your Customer content from the Service at any time in its sole discretion.

## **28. Advertising**

28.1. We may publish your corporate name, DBAs, URLs, artwork, text, logo and other publicly available information about your business, including Customer content, in the Company advertising materials and in all marketing channels. A third parties may use publicly available Customer content and adapt the data to create entries for directories or other channels, and the data listed in third party directories or channels will be subject to separate third party terms of use.

28.2. You represent and warrant to us that you have the right to provide us with the Customer content and that our use, copying, modification and publication of the Customer content by us: (a) will not infringe, violate or unlawfully assign any third party copyright, patent, trade secret or other proprietary rights, (b) will not infringe any rights of publicity or privacy, and (c) will not be libelous or obscene or otherwise violate any Law.

## **29. Your right to use your Account**

29.1. Except for your Customer content licensed to us as set forth above, the Account you create and any related profile is owned by us. With regard to your Account, you agree to: (i) keep your password secure and confidential; (ii) not permit others to use your Account; (iii) not use the Accounts of others; (iv) not transfer your Account to another party; and (v) notify us of



any actual or suspected unauthorized use of your Account. You are responsible for any activity occurring under your Account.

29.2. Subject to the terms and conditions herein, the Company grants you a limited, revocable, non-transferable, non-sublicensable, non-exclusive license and right to access the Service through a generally available mobile device, web browser, the Company authorized plugins or any other means to view content and information and otherwise use the Service to the extent intended and permitted by the functionality thereof. This license is personal to you, and you may not resell the Service, permit other users access to the Service through your Account, or use the Service to host content for others. You may not copy or download any content from the Service except with the prior written approval of the Company. You acknowledge that, except as otherwise expressly provided, these Terms are solely between you and the Company.

29.3. Furthermore, without the prior written approval of the Company, you may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, distribute, decompile, disassemble, reverse engineer or otherwise make unauthorized use of the Service. Any commercial use not expressly authorized is prohibited. You agree not to remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the Service. Your rights are subject to your compliance with these Terms as well as any other agreements applicable to the Service you are using. The Service provided by the Company are licensed, not sold. The Service, and all copies of the Service, are owned by the Company or its third party licensors and are protected by various intellectual property Law, including, without limitation, copyright and trade secret Law. Company reserves all rights not expressly granted to you herein. You agree that you have no right to any Company trademark or service mark and may not use any such mark in any way unless expressly authorized by the Company.

29.4. Making unauthorized copies or distribution of the Service' content or otherwise violating these Terms may result in the termination of your Account, prohibition on use of the Service, and further legal action. The Company reserves the right to limit your use of or access to the Service, in its sole discretion in order to maintain the performance and availability of the Service and to enforce these Terms. The Company is not liable for the loss, corruption, alteration or removal of any content transmitted using the Service. By using the Service, you expressly waive the right to seek damages and agree to hold the Company harmless for any such loss, alteration, corruption or removal. You acknowledge and agree that you are solely responsible for retaining all records and reconciling all transaction information relating to your use of the Service.

### **30. Acceptable use of the Service**

30.1. You agree to comply with all applicable Law and regulations in connection with your use of the Service. You may not use the Service to post or transmit any illegal material, including without limitation any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, the following is a representative, non-exhaustive list of acts that are prohibited:

- The transmission or posting of emails or pyramid schemes, or other activities involving online marketing deception or fraud;
- Acts that may materially and adversely affect the quality of other users' experience;
- Actual or attempted unauthorized use or sabotage of any computers, machines or networks;
- Introducing malicious programs into the Service, Company's infrastructure, network or servers (e.g. viruses, worms, Trojan horses, etc.);

- Engaging in any monitoring or interception of data not intended for you without authorization;
- Attempting to circumvent authentication or security of any host, network, or Account without authorization;
- Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used to provide the Service, or any part thereof;
- Adapt, modify or create derivative works based on the Service, technology underlying the Service, or other users' content, in whole or part;
- Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer information found on the Service (excluding content posted by you) except as permitted in these Terms, or as expressly authorized by the Company in writing;
- Using any method, software or program designed to collect identity information, authentication credentials, or other information;
- Transmitting or receiving, uploading, using or reusing material that is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights;
- Transmitting or receiving, uploading, using or reusing material that violates any intellectual property rights of a third party, including, without limitation, patents, trademarks, trade secrets or copyrights;
- Transmitting, receiving, uploading, using or reusing material that you do not have a right to transmit under any Law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Falsifying user identification information;
- Using the Service while operating a motor vehicle;
- Using the Service for anything other than lawful purposes including, but not limited to, intentionally or unintentionally violating any applicable Law; or
- Impersonating any person or entity, including, but not limited to, representative of the Company, or falsely stating or otherwise misrepresenting your affiliation with a person or entity. You agree not to use the Service for the purpose of recruiting for another website or service that offers competing functionality to the Service.

### **31. Our right to restrict access to the Account and the Service**

31.1. The Company may deny or restrict your access to all or part of the Service without notice in its reasonable discretion if it deems that you have engaged in any conduct or activities that the Company in its reasonable discretion believes violates the letter or spirit of any of these Terms. If the Company denies or restricts your access to the Service because of such a violation, you shall have no right to obtain any refund or credit for the costs you have paid.

31.2. We shall have a right to terminate these Terms unilaterally (without applying to court) at any time and for any reason by giving you not less than 10 (ten) calendar days' emailed notice.

31.3. In the event that these Terms or the Service are terminated for any reason or no reason, you acknowledge and agree that you will continue to be bound by these Terms. Following termination, you shall immediately cease use of the Service and any license granted to you under any agreement related to your use of the Service shall immediately terminate. Upon termination, the Company reserves the right to delete all of your Customer content, data, and other information stored on the Company's servers. The Company will not be liable to you or

any third party as a result of the termination of these Terms or the Service or for any actions taken by the Company pursuant to these Terms as a result of such termination. Without limiting the generality of the foregoing, the Company will not be liable to you or any third party for damages, compensation, or reimbursement relating to your use of the Service, or the termination thereof.

31.4. You shall have the right to terminate these Terms unilaterally (without applying to court) and for any reason by giving us 1 (one) month's emailed notice.

31.5. Any sections or terms which by their nature should survive or are otherwise necessary to enforce the purpose of these Terms, will survive the termination of these Terms and termination of the Service. Termination of these Terms or the Service does not relieve you from your obligation to pay the Company any amounts owed to the Company.

## **32. Indemnity**

32.1. You agree to indemnify the Company, its affiliated and related entities, and any of its officers, directors, employees and agents from and against any claims, costs, losses, liabilities, damages, expenses and judgments of any and every kind (including, without limitation, costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or incurred in connection with any claim, complaint, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Service; (c) your Content or any other content or material you submit or otherwise transmit through the Service; (d) any other party's access or use of the Service with your account information, or (e) your use of the Service. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to defense by you.

## **33. Disclaimer of Warranty**

33.1. WE PROVIDE THE SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE PROVIDE THE SERVICE WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF CUSTOMERABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT). WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE: WILL OPERATE ERROR-FREE OR THAT DEFECTS OR ERRORS WILL BE CORRECTED; WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE, UNINTERRUPTED OR SECURE AT ANY PARTICULAR TIME OR LOCATION; ARE FREE FROM VIRUSES OR OTHER HARMFUL CONTENT. WE DO NOT ENDORSE, WARRANT, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE OFFERED OR ADVERTISED BY A THIRD PARTY THROUGH THE SERVICE OR THROUGH OUR WEBSITE, AND WE WILL NOT BE A PARTY TO NOR MONITOR ANY INTERACTIONS BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICE.

33.2. IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE SERVICE PROVIDERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SERVICE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICE, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM

SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

33.3. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED.

33.4. WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH EVENT, THE COMPANY'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

#### **34. Limitation of Liability**

34.1. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR ANY LOSS, THEFT, DISAPPEARANCE, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT WE KNEW THAT SUCH DAMAGE MAY HAVE BEEN INCURRED. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, VIRUS TRANSMISSION OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE, YOUR ACCOUNT, OR ANY INFORMATION CONTAINED THEREIN. IN NO EVENT WILL OUR LIABILITY FOR ANY DAMAGES ARISING IN CONNECTION WITH THE SERVICE EXCEED THE GREATER OF: (A) THE AMOUNT YOU PAID FOR YOUR USE OF THE SERVICE IN THE PRIOR SIX (6) MONTHS; AND (B) THE SUM OF ONE HUNDRED (100) USD. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

34.2. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY THE COMPANY TO YOU AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION AND THE PRIOR SECTION WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS.

#### **35. Copyright Protected Materials**

35.1. The Company respects the intellectual property rights of others and expects that you do the same. It is our policy to terminate, in appropriate circumstances, the accounts of subscribers

who infringe the copyrights of others. You may not upload, download, post, publish, transmit, reproduce, or distribute in any way, files, material, information, software or other material obtained through the Service that is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or other right holder. Company has the right, but not the obligation, to remove from the Service any files, material, information, software or other material Company believes is or may be, in its sole discretion, infringing or otherwise in violation of the rights of others.

35.2. If you believe in good faith that your copyright has been infringed, please provide a written communication regarding such belief to: [support@iqex.com](mailto:support@iqex.com).

### **36. Third-Party Terms & Content**

36.1. We do not control, and we are not responsible for, any data, content, services, or products (including software) that you access, download, receive or buy while using the Service. We may, but do not have any obligation to, block information, transmissions or access to certain information, services, products or domains to protect the Service, our network, the public or our users. We are not a publisher of third-party content accessed through the Service and are not responsible for the content, accuracy, timeliness or delivery of any opinions, advice, statements, messages, services, graphics, data or any other information provided to or by third parties as accessible through the Service.

36.2. From time to time, the Service may contain references or links to third-party materials not controlled by the Company or its suppliers or licensors. The Company provides such information and links as a convenience to you and should not be considered endorsements of such sites or any content, products or information offered on such sites. You acknowledge and agree that the Company is not responsible for any aspect of the information or content contained in any third party materials or on any third party sites accessible or linked to the Service. You are responsible for evaluating whether you want to access or use a third party sites. Accordingly, if you decide to use third party sites, you do so at your own risk and agree that these Terms does not apply to your use of any third party sites. You should review any applicable terms or privacy policy of a third party sites before using it or sharing any information.

### **37. Governing law and dispute resolution**

37.1. These Terms and any disputes or claims arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the laws of the Republic of Lithuania.

37.2. Only the courts in Vilnius, the Republic of Lithuania, shall have jurisdiction over any legal disputes arising from or in relation to these Terms and individual agreements thereof.

37.3. You and the Company agree that any claims relating to these Terms or to your relationship with the Company as a user of Service (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and whether the claims arise during or after the termination of these Terms) shall be brought against the other party in a litigation on an individual basis only and not as a plaintiff or class member in a purported class or representative action. You and the Company further agree to waive any right for such claims to be brought, heard, or litigated as a class, collective, representative, or private attorney general action, to the extent permissible by applicable Law. Combining or consolidating individual

litigations into a single litigation is not permitted without the consent of all parties, including the Company.

### **38. Electronic Notices and Disclosures**

38.1. You agree to accept communications from us in an electronic format, and agree that all terms, conditions, agreements, notices, disclosures or other communications that we provide to you electronically will be considered to be “in writing”.

### **39. Special terms**

39.1. These Terms, along with any rules, guidelines, or policies published on the Company homepage constitute the entire agreement between Company and you with respect to your use of the Service. If there is any conflict between these Terms and any other rules or instructions posted on the Service, the Terms shall prevail. No amendment to these Terms by you will not be effective unless confirmed in writing by the Company.

39.2. Notwithstanding the foregoing, the Company reserves the right, in its sole discretion, to modify these Terms or the policies referenced herein at any time as set forth above.

39.3. All headings included in these Terms are included for convenience only, and shall not be considered in interpreting these Terms. These Terms do not limit any rights that the Company may have pursuant to any intellectual property Law or any other laws. All rights and remedies available to the Company, pursuant to these Terms or otherwise, at Law or in equity, are cumulative and not exclusive of any other rights or remedies that may be available to the Company. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, or any other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service.

39.4. Except as otherwise expressly set forth herein, there shall exist no right of any person, other than you and the Company, to claim a beneficial interest in these Terms or any rights occurring by virtue of these Terms. No independent contractor relationship, partnership, joint venture, employer-employee or franchise relationship is created by these Terms.

### **40. Miscellaneous**

40.1. Entire agreement. These Terms, including our Privacy Policy and the AML Policy, any and all notices, notifications, policies, warnings and disclaimers constitute entire agreement between you and the Company. Headings are included for convenience only, and shall not be considered in interpreting these Terms.

40.2. Waiver. Our failure to assert any right or provision in these Terms shall not constitute a waiver of such right or provision, and no waiver of any term shall be deemed a further or continuing waiver of such or other term.

40.3. Assignment. You may not transfer or assign these Terms, or any rights granted by these Terms. You agree and acknowledge that we may assign or transfer these Terms.

40.4. Binding agreement. The Terms are binding upon your heirs, successors, assigns, and other representatives. These Terms may be executed in counterparts, each of which shall be considered to be an original, but both of which constitute the same Terms.

40.5. Severability. Should any provision of these Terms be determined to be invalid or unenforceable under any law, rule, or regulation, such determination will not affect the validity or enforceability of any other provision of these Terms.

40.6. Changes. We may update or change these Terms from time to time by posting the amended Terms on our website. Such updates or changes shall be effective at the time of posting. If you continue to use the Service after we provide notice of such changes, your continued use constitutes an acceptance of the amended Terms and an agreement to be bound by them. If you do not agree to the amended Terms, you must close your Account per the termination section of these Terms and discontinue your use of the Service.

40.7. Force Majeure. Neither you nor we will be liable for delays in processing or other non-performance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control; provided that the party has procedures reasonably suited to avoid the effects of such acts.

40.8. Privacy Policy. To use all the features of the Service, you may be required to register with us and submit certain personally identifiable information. You expressly agree that we may collect, disclose, store and otherwise use your information in accordance with the terms of our Privacy Policy. Our Privacy Policy is part of these Terms, so please make sure that you read it. Our Privacy Policy provides information regarding how we collect and use information. If you have any questions, complaints, or claims, you may contact us: [support@iqex.pro](mailto:support@iqex.pro)